



# Board of County Commissioners Meeting Agenda

**District #1**  
John Manning  
Chair

**District #2**  
Cecil L. Pendergrass  
Vice Chair

**District #3**  
Larry Kiker

**District #4**  
Brian Hamman

**District #5**  
Frank Mann

Roger Desjarlais  
County Manager

Richard Wm. Wesch  
County Attorney

**May 16, 2017**

If you plan to address the Board, please complete a "Public Comment Card" located on the table outside the Chamber entrance. Completed cards should be returned to the Staff table at the right of the podium prior to the start of the meeting. Or you can submit your comment electronically by clicking on the agenda item below. Then click the "Make a Comment" button that appears in the right column. All back up for this agenda is available on the Internet at <http://www.lee-county.com>. **PLEASE NOTE:** During this meeting the Board may convene and take action in its capacity as the Lee County Port Authority or the Lee County Government Leasing Corporation.

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

Invocation: Rabbi Marc Sack, Temple Judea

Pledge of Allegiance

Ceremonial Presentations

Recap

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

Public Hearings

Walk-ons and Carry-overs

Commissioners' Items/Committee Appointments

County Manager Items

County Attorney Items

**Public Presentation of Matters by Citizens**

Work Session Update

- Public Comment on Work Session

Adjourn

## **CEREMONIAL PRESENTATIONS**

1. **Presentation Recognizing Trauma Awareness Month (#20170255-COMMISSIONER PENDERGRASS)**
2. **Presentation Recognizing EMS Week (#20170256-COMMISSIONER KIKER)**
3. **Presentation Recognizing Bladder Cancer Awareness (#20170257-COMMISSIONER HAMMAN)**

## **CONSENT AGENDA**

### **CONSTITUTIONAL OFFICERS**

1. **Approve Expenditures from Revenues Collected in FY 16/17**  
((\$265,373.92; General Fund; Lee County Sheriff's Office; Revenues collected from fees and services.):  
The Lee County Sheriff's Office collects fees from various services provided. The proceeds are then used to offset expenses such as for false alarms and overtime associated with background checks and fingerprinting services, vehicle repairs, equipment purchases and fuel. (#20170229-SHERIFF'S OFFICE)
2. **Approve the Minutes for Meetings of the Board of County Commissioners**  
(No funding required.):  
Approves the Minutes for meetings of the Board of County Commissioners.  
(#20170258-CLERK OF COURTS)
3. **Approve and Record County disbursements per Florida Law**  
(No funding required.):  
Chapter 136.06(1), Florida Statutes requires that all County disbursements be recorded in the Minutes of the Board. This is for the check and wire registers viewable on the Clerk's website.  
(#20170259-CLERK OF COURTS)

### **COUNTY ATTORNEY**

4. **Direct to Public Hearing the Reclaimed Water Ordinance on June 20, 2017**  
(No funding required.):  
The proposed ordinance will change the existing reclaimed water program from an agreement based program to a permit based program, simplifying the process for our customers and allowing the County to better manage conditions for delivery and management of this resource. The ordinance will apply a standard to all reclaimed water customers in a collective equitable way, and establishes procedures for determining the availability of reclaimed water, applying for reclaimed water service, evaluation of potential and existing customers, permitting the use of reclaimed water, establishing a customer's allocation, determining requirements and incentives for providing customer owned on-site storage, providing incentives for customers supplementing with stormwater, and defines the customer's responsibility regarding the delivery of reclaimed water service. (#20170226-COUNTY ATTORNEY)

### **COUNTY LANDS**

5. **Approve Reconveyance of a Drainage Easement to the Fee Property Owner**  
(No funding required.):  
Reconveys an easement to the underlying fee simple owner of the property, Avion Rentals, LLC. Florida Statutes §255.22 authorizes the County to reconvey property donated for a specific purpose, if a request is received from an adjacent (underlying) owner and the County has not used the property for the intended purpose for a period of 60 consecutive months. County staff reviewed this request and determined the easement has not been used by Lee County, nor are there any future plans to use this easement by the County. (#20170222-COUNTY LANDS)

6. **Approve Utility Easement Exchange Agreement with Lee Memorial Health System**  
(No funding required.):  
Exchanges the County's interest in two existing public utility easements for replacement easements in order to accommodate construction of the Golisano Children's Hospital and renovations to Healthpark Medical Center. This exchange area is located in Section 4, Township 46 South, Range 24 East, within the plat identified as Healthpark Florida West in South Lee County. (#20170223-COUNTY LANDS)
7. **Amend Lease Agreement with Museum of the Islands Historical Society on Bokeelia**  
(No funding required.):  
Approves the Second Amendment to Lease Agreement with Museum of the Islands Historical Society to remain in their current location on a month to month basis pending a facilities analysis and development of a new lease agreement. The current Lease Amendment expires on May 26, 2017.  
(#20170251-COUNTY LANDS)

**COUNTY MANAGER**

8. **Quarterly Reporting of Expenditures for County-Sponsored Functions**  
(\$26,866.61.):  
This is the quarterly reporting of expenditures for county-sponsored functions. For the 2nd quarter FY16-17 the amount was \$26,866.61. Much of this is grant sponsored or privately funded. This reporting is required by Lee County Ordinance #90-18. (#20170232-COUNTY MANAGER)
9. **Approve Renewal of the Contracts for Financial Auditing Services**  
(\$500,000; Included in annual operating budget.):  
Approves renewal of the contracts with CliftonLarsenAllen, LLP, and Tuscan & Company, P.A., under Competitive Negotiation No. CN140300, Financial Auditor, for an additional one year period for use on an as needed basis for auditing services. Total expenditures for these services during Fiscal Year 2015-2016 were \$499,620.00. (#20170249-COUNTY MANAGER)

**NATURAL RESOURCES**

10. **Approve Agreement for the Deposit of Sand from the New Pass Dredge Project onto Big Hickory Island**  
(No funding required. Construction funding is 100% from West Coast Inland Navigation District.):  
Approval of the Agreement for the Deposit of Sand onto Big Hickory Island will allow for beneficial placement of dredge sand from New Pass channel onto Big Hickory Island in an area owned by Pelican Landing Community Association (PLCA) and designated by the state as critically eroded. Traditional public uses of the beach will continue, but in recognition of the special benefit to PLCA, they have offered to make a financial contribution to the West Coast Inland Navigation District (WCIND) to offset sand placement costs and conduct certain monitoring activities thereby reducing the effective cost to WCIND and allow for redirection of the saved funds for future Lee County dredging activities.  
(#20170235-NATURAL RESOURCES)

**PROCUREMENT MANAGEMENT**

11. **Award Contract for Security and Parking Monitor Services**  
(Funding available through the various departments that will use this contract.):  
Awards a contract for Request for Proposals No. RFP160632DKR Security and Parking Monitor Services Countywide to Universal Protection Service, LLC dba Allied Universal Security Services, for use Countywide on an as needed basis for security and parking monitor services. Services are typically required for the Facilities Construction and Management Department and the Library System. During Fiscal Year 2015-2016, the total expenditures for parking monitor and unarmed security services were approximately \$351,000 and expenditures for armed security guards were approximately \$283,600.  
(#20170216-PROCUREMENT MANAGEMENT)

## **SOLID WASTE**

- 12. Approve Amendment to the Existing Solid Waste and Recycling Collection Franchise Agreement**  
(No funding required.):  
Amends the current franchise service agreement with Waste Connections for Franchise Area No. 4 (Lehigh Acres, East Fort Myers, Alva) to allow rates for Commercial Recycling Collection Services to not exceed Solid Waste Collection Service rates. (#20170253-SOLID WASTE)

## **TRANSIT**

- 13. Award Contracts for Professional Planning Services for LeeTran**  
(\$165,000; Included in budget.):  
Awards contracts for Request for Proposals No. RFP160427/ANB, Professional Planning Services for LeeTran, to Tindal-Oliver & Associates, Inc., dba Tindal Oliver and The Corradino Group Inc., to provide professional planning services for LeeTran on an as-needed basis. Staff will negotiate services with these firms on an as-needed, project-by-project basis. Some of the anticipated planning projects will be eligible for reimbursement from the Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT). The term of the contracts are one year with the option to renew for three additional one year periods. In FY 15/16, LeeTran's Planning consultant expenditures were \$306,967. (#20170228-TRANSIT)
- 14. Renew an Agreement for Transportation Service with the FL Agency for Persons with Disabilities**  
(\$140,000; FY16/17; Included in budget.):  
LeeTran Passport provides transportation services for the Agency For Persons with Disabilities (APD). The Medicaid Waiver Service Agreement will allow LeeTran to renew the Agreement with APD and allow LeeTran to electronically bill the agency for services for the period of 6/17/17 through 5/31/22. Passport provides approximately 10,000 annual trips for APD and receives \$140,000 in contract revenue for this service. (#20170231-TRANSIT)

## **TRANSPORTATION**

- 15. Approve the Purchase of one Replacement Truck Mounted Striping Unit for DOT**  
(\$470,157.56; Vehicle and Equipment Fund; Included in budget.):  
Approves Piggyback No. PB170315 for the purchase of one replacement paint striping truck for the Department of Transportation Traffic Division from M-B Companies, Inc. through the National Joint Powers Alliance contract, which went through their competitive bidding process. This purchase will provide the Lee County Department of Transportation with a replacement paint striping truck for painting lines on roadways throughout Lee County. (#20170230-TRANSPORTATION)

## **UTILITIES**

- 16. Approve Third Amendment to the Interlocal Agreement with the Town of Fort Myers Beach**  
(\$681,636; Enterprise Fund; Not included in FY16/17 budget.):  
Approve Third Amendment to the Interlocal Agreement between Lee County and the Town of Fort Myers Beach in the amount of \$681,636, to fund the associated cost of adjustment of wastewater lines due to conflicts created by the North Estero Blvd. Side Streets Phase II Water Main and Storm Improvements for Bay Road, Eucalyptus Ct, Jefferson St, Hercules Drive, Bayview Ave, Donora Blvd, Connecticut Street and Hercules Drive. (#20170204-UTILITIES)

## ADMINISTRATIVE AGENDA

- 1. Direct Water Conservation Ordinance 05-10 to Public Hearing on June 20, 2017**  
(No funding required.):  
Sets the public hearing date and time for Tuesday, June 20, 2017 at 9:30 a.m. The amendment updates several sections of the existing ordinance including enforcement, addition of a “due process” section, penalties for repeat offenders and how to seek temporary relief from the ordinance. This amendment provides a more comprehensive and standardized ordinance that is consistent with others in the County. (#20170236-NATURAL RESOURCES)
- 2. Nominate a Water Quality Project for RESTORE Act Funding**  
(Project expense to be determined.):  
Authorizes the Gulf Consortium’s planning consultant to submit the North East Caloosahatchee Tributaries Restoration Project (NECTR) for inclusion in the Florida State Expenditure Plan (FSEP) in order to obtain eligibility for Pot 3 RESTORE Act funds. The project is a planned hydrological and ecosystem restoration initiative bounded on the west by Oak Creek and on the east by the County Line Canal. Anchored by the Bob Janes Preserve, the Project will address water quality, water storage and habitat restoration for several highly disturbed watersheds in northeastern Lee County. (#20170252-NATURAL RESOURCES)
- 3. Approve Second Amendment to the Master Agreement for Estero Blvd Improvements**  
(DOT \$13,183,566.54; Gas Taxes; **Utilities** \$5,100,917.36; Enterprise Fund; Included in budget.):  
Approves an amendment to the Construction Management at Risk Construction Phase Services contract for the Estero Boulevard reconstruction project. The amendment authorizes construction of the roadway improvements for Segment 2 and sanitary sewer construction for Segments 3 and 4, as well as limited site improvements. All construction under the amendment shall be provided for the Guaranteed Maximum Price (GMP) of \$18,284,483.90, which includes the Construction Manager’s fee. (#20170234-TRANSPORTATION)

## 9:30 AM PUBLIC HEARINGS

- 1. Vacate a Portion of a Platted Right-of-way Between 5552 Tice St. and 5554 Tice St., Fort Myers**  
(No funding required.):  
The proposed vacation, Case No. VAC2017-00002, will extinguish the public interest in a portion of the platted right-of-way between 5552 Tice Street and 5554 Tice Street, allowing for the expansion of an existing agricultural operation. The vacation of this portion of right-of-way will not alter existing drainage and utility conditions and the right-of-way is not necessary to accommodate any future transportation, drainage and/or utility requirement. Extinguishing this road right-of way will not result in the creation of a “land locked” condition for any of the affected properties. (#20170201-COMMUNITY DEVELOPMENT)
- 2. Vacate a Portion of a Platted Right-of-way Between 3337 Broadway and 2219 Hunter St., Fort Myers**  
(No funding required.):  
The proposed vacation, Case No. VAC2017-00004, will extinguish the public interest in a portion of the platted right-of-way between 3337 Broadway and 2219 Hunter Street, allowing for the expansion of an existing religious facility. The existing property is within an unincorporated enclave within the City of Fort Myers. The vacation of this portion of right-of-way will not alter existing drainage and utility conditions or result in a “land locked” condition for any area properties and the right-of-way is not necessary to accommodate any future transportation, drainage and/or utility needs. (#20170202-COMMUNITY DEVELOPMENT)

3. **Vacate a Portion of a Platted Public Utility Easement at 215 Scott Ave. and 217 Scott Ave. Lehigh Acres**  
(No funding required.):  
The proposed vacation (Case No. VAC2017-00001) will extinguish the public interest in a portion of an unimproved 12' public utility easement on Lots 20 and 21, Block 28, Unit 7, of the plat of Lehigh Acres as recorded in Plat Book 15, Page 54 of the public records of Lee County, Florida. Approval of the petition to vacate will remove encumbrances to allow development/permitting as a unified building site at 215 & 217 Scott Ave. (#20170237-COMMUNITY DEVELOPMENT)
  
4. **Vacate a Public Utility Easement at 1123 4th Way, North Fort Myers**  
(No funding required.):  
The proposed vacation, Case No. VAC2017-00003, will extinguish the public interest in the unimproved public utility easement on Lots 1 through 12, Block E, Cabana City Subdivision as recorded in Plat Book 8, Page 61 of the public records of Lee County, Florida, the address of which is 1123 4th Way, North Fort Myers, FL, to remove encumbrances to facilitate the sale of the property.  
(#20170238-COMMUNITY DEVELOPMENT)
  
5. **Conduct Public Hearing to Adopt the Electric Franchise Ordinance**  
(No funding required.):  
The proposed ordinance allows Florida Power & Light Company (FPL) and Lee County to enter into a new 30 year agreement (New Franchise Agreement) providing for the payment of fees to Lee County in exchange for the nonexclusive right and privilege of supplying electricity and other services within FPL's service territory in the unincorporated areas of Lee County free of competition from Lee County, pursuant to certain terms and conditions. (#20170217-COUNTY ATTORNEY)
  
6. **Adopt and a Approve Resolution Updating Joint Unified Local Mitigation Strategy for Lee County**  
(No funding required.):  
Approval of the updated Joint Unified Local Mitigation Strategy (LMS) for Lee County complies with State/Federal requirements related to hazard mitigation planning and ensures eligibility for post-disaster federal mitigation dollars. The LMS details the hazards, natural and man-made, Lee County could possibly experience and outlines how to reduce or eliminate damage from the identified hazards. The plan also lays out funding priorities should federal mitigation funds be available after a declared disaster.  
(#20170233-PUBLIC SAFETY)

## **WALK-ON AGENDA**

1. **Approve Qualified Target Industry Tax Refund Local Match for Gartner Expansion**  
(\$1,800,000; General Fund-Program: Economic Development Incentives; Included in Reserves Budget.):  
Provides a competitive incentive package for the expansion of Gartner, Inc. (NYSE:IT). The company would increase its local workforce by an additional 600 employees earning an average annual wage of at least \$58,520 plus benefits over five years. Additionally, the company plans to make a capital investment of around \$21 million to expand its footprint to include a total of four "Class A" office buildings in Lee County. Gartner has been identified by the State of Florida as a Qualified Target Industry business that specializes in one of the high-impact sectors designated under Section 288, Florida Statutes.  
(#20170265-COUNTY MANAGER)

Blue Sheet No. 20170255	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017	Presentation 1
----------------------------	---	----------------

**TITLE:**  
Presentation Recognizing Trauma Awareness Month

**ACTION REQUESTED:**

**FUNDING:**

**WHAT ACTION ACCOMPLISHES:**

**MANAGEMENT RECOMMENDATION:**

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> Cecil L Pendergrass <b>Department:</b> COUNTY COMMISSIONERS <b>Division:</b> No Divisions <b>By:</b> Cecil L. Pendergrass

**Background:**

Required Review:					



## ***The Board of County Commissioners***

# **RESOLUTION**

- Whereas, Trauma Awareness Month is designed to raise regional attention to trauma and what must be done to reduce the devastating impact of traumatic injuries; and
- Whereas, trauma is the leading cause of death for all Floridians between the ages of 1 and 46 every year; with someone in Florida being traumatically injured every 12 minutes; enough to fill Germain Arena 6 times; and
- Whereas, motor vehicle crashes and falls resulting in blunt force trauma make up more than 76% of all trauma cases treated in our trauma district area each year; and
- Whereas, in 2016 more than 2,569 Florida residents and visitors in the Lee County Trauma Services District area were treated at the trauma center at Lee Memorial Hospital; and
- Whereas, national studies show that patient mortality is reduced by 15 – 20% when the patient is treated for traumatic injuries in a Trauma Center rather than in a non-trauma center; and
- Whereas, there are more than 1.2 million residents in the Lee County Trauma Services District comprised of Charlotte, Collier, Glades, Hendry and Lee Counties; serviced by the only Trauma Center on the Florida Gulf Coast between Tampa and Miami; and
- Whereas, recognition is due for our Lee County Trauma Services District for its accomplishments and contributions to improve public welfare by providing quality trauma care for all residents and visitors; injury prevention outreach, education, and research; disaster preparedness and response; and demonstrating that an effective trauma center saves the lives of our residents and visitors.

**NOW, THEREFORE, BE IT RESOLVED THAT THE Board of County Commissioners of Lee County, Florida, does hereby extend greetings and best wishes to those observing Trauma Awareness Month during the month of May 2017.**

Duly executed this 16<sup>th</sup> day of May 2017.



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

  
Chair



**TITLE:**  
Presentation Recognizing EMS Week

**ACTION REQUESTED:**

**FUNDING:**

**WHAT ACTION ACCOMPLISHES:**

**MANAGEMENT RECOMMENDATION:**

<b>Requirement/Purpose: <i>(specify)</i></b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> Larry Kiker <b>Department:</b> COUNTY COMMISSIONERS <b>Division:</b> No Divisions <b>By:</b> Larry Kiker

**Background:**

<b>Required Review:</b>					



***The Board of County Commissioners***

**RESOLUTION**

- WHEREAS, Emergency Medical Services (EMS) is a vital public service; and
- WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and
- WHEREAS, the Emergency Medical Services system consists of first responders, emergency medical technicians, paramedics, firefighters, educators, administrators, emergency nurses, emergency physicians, and others; and
- WHEREAS, the members of Emergency Medical Services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and
- WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, BE RESOLVED THAT THE Board of County Commissioners of Lee County, Florida, does hereby proclaim the week of May 21-27, 2017, as

**EMERGENCY MEDICAL SERVICES WEEK**

in Lee County with the theme, *EMS Strong: Always in Service*, and encourages the community to observe this week with appropriate programs, ceremonies and activities.

Duly executed this 16<sup>th</sup> day of May 2017.



BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

  
Chair

**TITLE:**  
Presentation Recognizing Bladder Cancer Awareness

**ACTION REQUESTED:**

**FUNDING:**

**WHAT ACTION ACCOMPLISHES:**

**MANAGEMENT RECOMMENDATION:**

Requirement/Purpose: <i>(specify)</i>	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> Brian Hamman <b>Department:</b> COUNTY COMMISSIONERS <b>Division:</b> No Divisions <b>By:</b> Brian Hamman

**Background:**

Required Review:					



***The Board of County Commissioners***

**RESOLUTION**

Whereas, according to the Centers for Disease Control and Prevention, bladder cancer is the sixth most common cancer in the United States; and

Whereas, among the states, Florida has the fourth largest population, the third highest incidence of bladder cancer, and the second highest rate of bladder cancer deaths in the country; and

Whereas, bladder cancer is the fourth most common cancer in men and the tenth most common cancer in women; and

Whereas, men have a 1 in 26 chance and women have a 1 in 90 chance of being diagnosed with bladder cancer in their lifetime; and

Whereas, this year in the United States, approximately 77,000 new cases of bladder cancer will be diagnosed and nearly 17,000 people will die from the disease; and

Whereas, bladder cancer occurs in more women annually than cervical cancer; and

Whereas, women often have a delayed diagnosis due to bladder cancer being mistaken for common gynecological problems; and

Whereas, although bladder cancer can occur at any age, a high percentage of people suffering from the disease are over the age of 55; and

Whereas, even though bladder cancer is the sixth most common cancer in the United States, it ranks twenty-second in research money received; and

Whereas, due to a recurrence rate of 50 to 80 percent, bladder cancer is one of the most expensive cancers to treat.

**NOW, THEREFORE, BE IT RESOLVED THAT the Board of County Commissioners of Lee County, Florida does hereby proclaim the month of May 2017 as Bladder Cancer Awareness Month in Lee County.**

Duly executed this 16<sup>th</sup> day of May 2017.



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

  
Chair

<b>Blue Sheet No. 20170229</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>Item No. C1</b>
------------------------------------	--	--------------------

**TITLE:**  
Approve Expenditures from Revenues Collected in FY 16/17

**ACTION REQUESTED:**  
Approve Expenditures in the amount of \$265,373.92 by Lee County Sheriff's Office for FY 16/17 from revenues collected from various fees, services, etc. (see background section) that were collected by the Sheriff's Office during the period of 1/27/17 through 4/19/17. Also approve transfers with budget lines items with the Sheriff's Office allocation.

**FUNDING:**  
\$265,373.92; General Fund; Lee County Sheriff's Office; Revenues collected from fees and services.

**WHAT ACTION ACCOMPLISHES:**  
The Lee County Sheriff's Office collects fees from various services provided. The proceeds are then used to offset expenses such as for false alarms and overtime associated with background checks and fingerprinting services, vehicle repairs, equipment purchases and fuel.

**MANAGEMENT RECOMMENDATION:**  
Approve.

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input checked="" type="checkbox"/> Ordinance            03-09 <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> CONSTITUTIONAL OFFICERS <b>Division:</b> Sheriff <b>By:</b> Mike Scott

**Background:**  
It was requested by the auditors that expenditures resulting from revenues collected by the Lee County Sheriff's Office be approved by the Board.

Alarm Permit Fees	\$ 11,006.40
Sexual Predator Registration Fees	\$ 13,376.26
Records Background Checks / Copies	\$ 22,831.90
Charges for 119 Requests	\$ 6,813.10
Fingerprinting Services	\$ 7,100.00
Vehicle Inspection Fees	\$ 20.00
Notary Fees	\$ 20.00
False Alarm Penalties	\$ 14,160.00
Tow Operator Permits	\$ 550.00
Unclaimed Evidence	\$ 27,403.59
Inmate Booking Fees	\$ 98,162.42
Inmate Medical Fees	\$ 7,140.74
FSS 588 Impounding	\$ 5,714.04
Court Ordered Restitution	\$ 7,445.59
Proceeds - Sale / Trade of Assets	\$ 12,250.33
Insurance Proceed	\$ 27,700.00

<b>Required Review:</b>					
<b>Mike Scott</b>	<b>Andrea Fraser</b>	<b>Anne Henkel</b>	<b>Peter Winton</b>		
SHERIFF	County Attorney	Budget Analyst	County Manager		

Refund from Prior Year	\$ 3,679.55
<b>Total</b>	<b>\$ 265,373.92</b>

The above revenues are for the following:

Law Enforcement Expense	(521)	\$160,070.76
Corrections Expense	(523)	\$105,303.16
<b>Total</b>		<b>\$265,373.92</b>

Budget Expenditure are for the following:

Lee County False Alarm Ordinance to offset costs (521) for false alarms and overtime associated with FSS199 background checks and fingerprinting services. Expenses category (521) to cover costs associated with Fleet Services to include vehicle repairs, equipment purchase and fuel. Corrections categories (523) are to offset costs associated with overall expenses.

**TITLE:**  
Approve Expenditures from Revenues Collected in FY 16/17

**ACTION REQUESTED:**  
Approve Expenditures in the amount of \$265,373.92 by Lee County Sheriff's Office for FY 16/17 from revenues collected from various fees, services, etc. (see background section) that were collected by the Sheriff's Office during the period of 1/27/17 through 4/19/17. Also approve transfers with budget lines items with the Sheriff's Office allocation.

**FUNDING:**  
\$265,373.92; General Fund; Lee County Sheriff's Office; Revenues collected from fees and services.

**WHAT ACTION ACCOMPLISHES:**  
The Lee County Sheriff's Office collects fees from various services provided. The proceeds are then used to offset expenses such as for false alarms and overtime associated with background checks and fingerprinting services, vehicle repairs, equipment purchases and fuel.

**MANAGEMENT RECOMMENDATION:**  
Approve.

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input checked="" type="checkbox"/> Ordinance            03-09 <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> CONSTITUTIONAL OFFICERS <b>Division:</b> Sheriff <b>By:</b> Mike Scott <i>[Signature]</i> 5/16/17

**Background:**  
It was requested by the auditors that expenditures resulting from revenues collected by the Lee County Sheriff's Office be approved by the Board.

Alarm Permit Fees	\$ 11,006.40
Sexual Predator Registration Fees	\$ 13,376.26
Records Background Checks / Copies	\$ 22,831.90
Charges for 119 Requests	\$ 6,813.10
Fingerprinting Services	\$ 7,100.00
Vehicle Inspection Fees	\$ 20.00
Notary Fees	\$ 20.00
False Alarm Penalties	\$ 14,160.00
Tow Operator Permits	\$ 550.00
Unclaimed Evidence	\$ 27,403.59
Inmate Booking Fees	\$ 98,162.42
Inmate Medical Fees	\$ 7,140.74
FSS 588 Impounding	\$ 5,714.04
Court Ordered Restitution	\$ 7,445.59
Proceeds - Sale / Trade of Assets	\$ 12,250.33
Insurance Proceed	\$ 27,700.00

<b>Required Review:</b>					Rec. by CrAtt
Mike Scott		<i>[Signature]</i> 5/8/17		<i>[Signature]</i> 5-8-17	Date: 5/8/17
SHERIFF				<i>[Signature]</i>	Time: 8:34 AM
					forwarded to:

*Copy Adm.*  
8:35am - 5/8/17

Refund from Prior Year	\$ 3,679.55
<b>Total</b>	<b>\$ 265,373.92</b>

The above revenues are for the following:

Law Enforcement Expense	(521)	\$160,070.76
Corrections Expense	(523)	\$105,303.16
<b>Total</b>		<b>\$265,373.92</b>

Budget Expenditure are for the following:

Lee County False Alarm Ordinance to offset costs (521) for false alarms and overtime associated with FSS199 background checks and fingerprinting services. Expenses category (521) to cover costs associated with Fleet Services to include vehicle repairs, equipment purchase and fuel. Corrections categories (523) are to offset costs associated with overall expenses.



Blue Sheet No. 20170258	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017	Item No. C2
----------------------------	---	-------------

**TITLE:**

Approve the Minutes for meetings of the Board of County Commissioners

**ACTION REQUESTED:**

Approve the Minutes for meetings of the Board of County Commissioners for the following meetings:

- 04/04/17 – Regular
- 04/05/17 – Zoning
- 04/18/17 – Regular
- 04/18/17 – Workshop

**FUNDING:**

No funding required.

**WHAT ACTION ACCOMPLISHES:**

Approves the Minutes for meetings of the Board of County Commissioners.

**MANAGEMENT RECOMMENDATION:**

Approve.

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input checked="" type="checkbox"/> Statute            286.011 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> All <b>Department:</b> CONSTITUTIONAL OFFICERS <b>Division:</b> Clerk of Courts <b>By:</b> Eileen Gabrick

**Background:**

The summary of each of the above Minutes were provided to the Board members sitting at those meetings. Any comments from the Commissioners were taken into consideration in the development of the final Minutes.

**Attachments (4):**

All of the minutes listed above

Required Review:					
Eileen Gabrick					
MINUTES					

APRIL 4, 2017

The [Regular Meeting](#) of the [Lee County Board of Commissioners](#) was held on this date with the following Commissioners present:

John E. Manning, Chairman  
 Cecil L Pendergrass, Vice Chairman  
 Larry Kiker  
 Brian Hamman  
 Franklin B. Mann

The Chairman called the meeting to order at 9:30 a.m. The Invocation was given by Pastor Clint Cottrell, Cypress Lake Presbyterian Church, followed by the Pledge of Allegiance to the flag.

### **CEREMONIAL PRESENTATIONS**

**1. Presentation of the Pet of the Month by Animal Services ([#20170066](#)-ANIMAL SERVICES)**

Lee County Animal Services Public Information Specialist Karen Fordiani assisted by Director of Animal Services Mack Young stated that it is a Spectacular Adoption Event this month. Adult cats and dogs are from \$5.00 to \$30.00. The puppies are not included and there are two more at the Shelter. They are only six weeks old and will be ready for adoption by the end of April, and said, surely they will go quickly. There are two rabbits and two chickens too. Last month was Dr. Seuss Month, and books were donated to the Advocacy Center; and large donations were received. Troy Trudeau, the New Field Manager was introduced.

**2. Presentation Recognizing Bike Month ([#20170067](#)-COUNTY COMMISSIONERS)**

Commissioner Hamman read and presented a Ceremonial Resolution declaring May, 2017 to be Bike Month, with Wednesday, May 10, 2017 as Bike-to-School Day and the week of May 15-19, 2017 as Bike-to-Work Week, and Friday, May 19, 2017 as Bike-to-Work Day in Lee County. Bicycle Pedestrian Advisory Committee (BPAC) District 4 Representative and Chair Don Mayne and District 2 Representative Pat Connor accepted the Resolution and thanked the Board joined by BPAC members Andy Getch and DOT Engineering Services David Wagley.

**3. Presentation to Veteran Services from Combat Infantry Men's Association ([#20170156](#)-COUNTY COMMISSIONERS)**

Combat Infantry Men's Association and a Vietnam War veteran Jack Wagner presented a Plaque to the following Veteran Services Staff in Appreciation for their Services: Jon Delorenzo, Rodney Van Ness and Jonathan Ramirez-Rivera.

### **RECAP/ANNOUNCEMENTS**

Referring to the Agenda [Recap](#) Sheet dated April 4, 2017, the Chairman announced that no items were submitted for consideration except a County Attorney item that will be taken later.

### **PUBLIC COMMENT ON AGENDA ITEMS**

No one from the general public came forward to offer comments.

No Consent agenda items were pulled for discussion by the individual Commissioner.

The Chairman requested a motion to approve the balance of the agenda items, and Commissioner Hamman so moved, seconded by Commissioner Pendergrass, called and carried.

### **CONSENT AGENDA**

### **CONSTITUTIONAL OFFICERS**

**1. Present the Fiscal Year 2016 Lee County Comprehensive Annual Financial Report (No funding required.):**

Provides public notice of the availability of the audited financial statements to the citizens of Lee County. ([#20170099](#)-CLERK OF COURTS)

Chris Kesler and Marty Redovan, CPA's of CliftonLarsonAllen narrated a detailed PowerPoint presentation on the Fiscal Year 2016 Lee County Comprehensive Annual Financial Report. This audit also included the Port Authority Financial Statements. Other items that were noted were: Results of Procedures, Required Communication to Governance, Governmental Accounting Standards Board (GASB), Other Postemployment Benefits Liability. A brief Board discussion ensued with questions from Commissioner Hamman, and responses from Mr. Kesler and Mr. Redovan.

**2. Present the Independent Auditors' Management Letter**

(No funding required.):

Compliance with Chapter 10.550, "Rules of the Auditor General-Local Governmental Entity Audits", and Section 218.39(1), Florida Statutes. ([#20170100](#)-CLERK OF COURTS)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

**3. Present the Fiscal Year 2016 Port Authority Financial Report**

(No funding required.):

Provides public notice of the availability of the audited financial statements to the citizens of Lee County. ([#20170101](#)-CLERK OF COURTS)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

**4. Accept the Annual Lee County Financial Assistance Report**

(No funding required.):

Provides public notice of the availability of the Lee County Financial Assistance Report to the citizens of Lee County. ([#20170102](#)-CLERK OF COURTS)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

**5. Approve and Record County Disbursements per Florida Law**

(No funding required.):

Chapter 136.06(1), Florida Statutes requires that all County disbursements be recorded in the Minutes of the Board. This is for the check and wire registers viewable on the Clerk's website. ([#20170152](#)-CLERK OF COURTS)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

**6. Present Report on Selected Financial Activity for the Month of February 2017**

(No funding required.):

This is a monthly, information report from the Clerk of Court's Office that provides interim information on selected revenues, expenses, fund balances, reserves and investments. ([#20170153](#)-CLERK OF COURTS)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

**7. FY16 Annual Financial Report to the Florida Department of Banking and Finance**

(No funding required.):

To comply with Section 218.32, Florida Statutes, requiring that within 45 days after completion of the audit but no later than 9 months after the end of the fiscal year, each local governmental entity shall submit a copy of its annual financial report, for the previous fiscal year, to the Department. Noncompliance with Section 218.32, Florida Statutes, will cause the Department to notify the Legislative Auditing Committee which may require the withholding of funds payable to the County by the Department of Revenue and the Department of Banking and Finance. ([#20170169](#)-CLERK OF COURTS)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

**COUNTY LANDS**

**8. Accept Donation of Easements for the Gasparilla Island Beach Nourishment Project**

(\$150; Capital Improvement – Tourist Development Beach Project; Included in budget.):

Acquires [Perpetual Beach Storm Damage Reduction Easements](#) for beach nourishment purposes and to establish and maintain a sandy beach on Gasparilla Island. These easements are for an ongoing project the County has been working on with the U.S. Army Corps of Engineers since 1992. Lee County receives Federal cost sharing funding for this project, but only for parcels

encumbered with these easements. ([#20170124](#)-COUNTY LANDS)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

### **COUNTY MANAGER**

#### **9. Approve Fund Balance Adjustments and Budget Carryovers for FY16-17**

(\$0 new funding; Included in budget.):

Adjusts the beginning (10-01-16) fund balances to reflect (or "true-up") actual revenues, expenses and ending reserves (instead of estimates) for capital projects, major maintenance projects, grants and operating funds. Amends current budget for authorized budget carryover requests (i.e. funds budgeted in the previous year but not completely expended that need to be carried over due to contractual obligations and/or to complete a project.) The Board approved preliminary adjustments (pre-audit) on December 20, 2016. These are post-audit adjustments. If necessary, any final adjustments will be made after the Comprehensive Annual Report (CAFR) is adopted by the Board. After adjustments, budgeted and undesignated General Fund reserves projected for September 30, 2017 is as follows:

Adopted Budget Projected Undesignated Reserves FY16-17 \$89,468,224

Preliminary adjustments (12-15-16) \$9,741,526

Sheriff False Alarm Reduction Program (per Ordinance) (\$146,286)

Final adjustments \$127,111

New projected undesignated reserves \$99,190,575. ([#20170151](#)-COUNTY MANAGER)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

[RESOLUTION NO. 17-04-01](#)

### **FACILITIES CONSTRUCTION AND MANAGEMENT**

#### **10. Award a Contract for Design Services for the Sanibel Causeway Shoreline Stabilization Project**

(\$269,549.15; Capital Improvement Fund – Tourist Development Beach Projects; Included in budget.):

Authorizes a Professional Services Agreement (PSA) with [CB&I Environmental & Infrastructure, Inc.](#) to design and provide construction administration for the stabilization of the Sanibel Causeway Shoreline for a total amount of \$269,549.15. The Consultant will address chronic erosion of the San Carlos Bay and Pine Island Sound shorelines of Sanibel Causeway on Island B. The shoreline stabilization project aims to protect and stabilize the shoreline while considering the adjacent seagrass habitats and the recreational uses of tourists who visit the destination. The total budget to design, permit and construct the improvement is \$2,002,600 and is funded by bed taxes through the beach and shoreline program.

([#20170145](#)-FACILITIES CONSTRUCTION AND MANAGEMENT)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

### **HUMAN SERVICES**

#### **11. Accept U.S. Department of Housing and Urban Development Grant Award of \$1,661,056**

(\$1,661,056 General Fund-Grant funds; Not included in current budget.):

Provides funding from [HUD, under the Continuum of Care Supportive Housing Program](#) in the amount of \$1,661,056. The HUD grant award will continue to support permanent supportive housing projects serving persons experiencing homelessness. Program effective dates vary for each individual project. For Fiscal Year 2015/16, funding used to support the seven (7)

Supportive Housing Program projects assisted 230 Lee County households, positively impacting the housing needs of 590 family members. ([#20170127](#)-HUMAN SERVICES)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

[RESOLUTION NO. 17-04-02](#)

### **TRANSIT**

#### **12. Authorize Grant Application in the Amount of \$1,500,000 to Purchase Three (3) Buses**

(\$1,500,000; 100% Grant Funded; Funding will be included in FY 16/17 Transit Capital budgets.):

Allows LeeTran to apply for grant funding for transit capital. If approved, allows LeeTran to program 49 USC 5307 FTA Flex grant funds in the amount of \$1,500,000 for acquisition of three replacement buses. ([#20170132](#)-TRANSIT)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.  
RESOLUTION NOS. [17-04-03](#) and [17-04-04](#)

### **TRANSPORTATION**

- 13. Approve Renewal of Law Enforcement Systems LLC Subscriber [Agreement](#)**  
(\$20,000; Enterprise Fund; Included in budget.):  
Allows DOT to enter into a new Subscribers Agreement with Law Enforcement Systems to identify toll violation customers with out of state license plates.  
([#20170133](#)-TRANSPORTATION)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

- 14. Award Contract for Consultant/Traffic Engineering for Transportation Facilities Bond Related Issues**  
(\$289,000 (estimated); Enterprise Fund; Included in budget.):  
Awards a [Professional Service Agreement](#) (PSA) to CDM Smith, Inc. for CN160557DKR General Consultant/Traffic Engineering for Transportation Facilities Bond Related Issues. Work under this contract will include professional services necessary to review, analyze and periodically report on the County's toll revenue summaries and traffic reports routinely prepared by County staff. At the County's discretion, the consultant may also be asked to conduct traffic surveys, origin and destination studies, studies of toll rate structure, traffic forecasts and financial feasibility and/or bonding capacity studies of toll rate structure, traffic forecasts and financial feasibility and/or bonding capacity studies of potential facilities.  
([#20170135](#)- TRANSPORTATION)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

- 15. Award Contracts for Roadway Construction Projects**  
(Funds are budgeted in various department budgets.):  
Awards Invitation to Bid No. B160576ANB, Annual Contract for County-Wide Minor Paving, Drainage & Concrete Improvements, to [13 vendors](#) to perform intersection improvements, drainage improvements, and general roadway improvements on an as-needed basis for a one-year period. This contract will only be used for projects with an estimated construction cost less than \$500,000; projects \$500,000 and over will be pursued through a separate competitive sealed bid process consistent with statutory requirements. ([#20170136](#)-TRANSPORTATION)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

- 16. Award Contracts for Bridge Maintenance and Repairs**  
(\$750,000 (estimated yearly expenditure); Gas Taxes; Included in budget.):  
Awards Invitation to Bid No. B160633DKR Bridge Maintenance and Repairs to five vendors for use on an as needed basis for bridge maintenance and repair projects throughout the County. These contracts will be used for services including, but not limited to, asphalt repair, cement work, pilings repair, grinding bridge decks, and diving. ([#20170139](#)-TRANSPORTATION)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

### **UTILITIES**

- 17. Approve North Lee County Water Treatment Plant Wellfield Western Area Test Well Drilling Program**  
(\$127,720; Enterprise Funds; Included in the LCU FY 16/17 Capital Improvement budget.):  
Approval of Supplemental Task Authorization No. 8 to Contract No. 6828 for the North Lee County WTP Wellfield Western Area Test Well Drilling Program with RMA Geologic Consultants, Inc. will allow Lee County Utilities to determine the suitability of groundwater conditions in an area West of the existing wellfield for installation of additional Production Wells. Additional Lower Hawthorn aquifer Production Wells are needed to supply brackish groundwater to the North Lee County WTP. ([#20170137](#)-UTILITIES)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

- 18. Approve [Second Addendum to the Potable Water Agreement](#) with the Town of Fort Myers Beach**

(\$105,227.56; Public Utilities Enterprise Funds; Included in FY16/17 Operating budget.): Clarifies language, added previously in Addendum One, for the Town's billing of Lee County Utilities' wastewater accounts by adding a detailed list of allowable costs, as well as clarifying the methodology used in costs allocated. All costs to LCU, for the prior Fiscal Year, are covered by the enterprise annual operating budget. ([#20170146-UTILITIES](#))

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

## **ADMINISTRATIVE AGENDA**

### **1. Approve Amendments to the Solid Waste and Recycling Collection Franchise Agreements (No funding required.):**

Amends and extends the current service agreements to September 30, 2020 for residential, multi-family, and commercial solid waste and recycling collection services in four service areas: Franchise Areas 1 (Town of Fort Myers Beach, City of Bonita Springs), Franchise Area 2 (Iona-McGregor), Franchise Area 3 (South Fort Myers), and Franchise Area 5 (North Fort Myers and Pine Island) and holds current vendor residential service fees and rates for the duration of the extension. ([#20170138-SOLID WASTE](#))

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

### **COMMISSIONERS' ITEMS**

THERE WERE NO COMMISSIONER ITEMS OFFERED FOR CONSIDERATION.

### **COMMITTEE APPOINTMENTS**

Commissioner Manning requested a motion to reappoint Susan Hanafee, Bill Caldwell, and Rebecca Seale Paterson to the **BOCA GRANDE HISTORIC PRESERVATION BOARD**, to reappoint Tom Tomich to the **WATERWAYS ADVISORY COMMITTEE**, and to reappoint Susan Weir and Morgan Porter to the **CHERRY BLUEBERRY IMPROVEMENT UNIT COMMITTEE**. Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

Commissioner Pendergrass moved to reappoint Randal Zavada to the **VALUE ADJUSTMENT BOARD**, seconded by Commissioner Mann, called and carried.

Commissioner Kiker moved to appoint Joe Smith to the **LEE COUNTY HISTORIC PRESERVATION BOARD**, and to appoint Anthony Pardal, III to the **AFFORDABLE HOUSING ADVISORY COMMITTEE**, seconded by Commissioner Pendergrass, called and carried.

Commissioner Mann moved to reappoint Roger Bradley to the **WATERWAYS ADVISORY COMMITTEE**, seconded by Commissioner Pendergrass, called and carried.

### **COUNTY MANAGER ITEMS**

County Manager Roger Desjarlais had no items for discussion.

### **COUNTY ATTORNEY ITEMS**

County Attorney Richard Wm. Wesch stated that there is going to be a discussion of intent to bring forward for consideration and adoption on April 18, 2017, a moratorium resolution pertaining and or processing of permits to construct or install small cell or distributed antenna systems in the County rights-of-way.

### **PUBLIC PRESENTATION OF MATTERS BY CITIZENS**

The Chairman called for public presentation of matters by citizens, and the following came forward:

North Fort Myers resident [Rachel Singletary](#)

**COMMISSIONERS' WORKSHOP UPDATE**

The Chairman called for public comment on the Commissioners' Work Session, and County Manager Roger Desjarlais announced that the meeting this afternoon is cancelled; however, in the next Work Session, Revenues and Expenses, upcoming Budget year and priorities will be the subject.

The Chairman adjourned the meeting at 10:00 a.m.

ATTEST:  
LINDA DOGGETT, CLERK

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chairman, Lee County Commission

APRIL 05, 2017

The [Zoning Meeting](#) of the [Board of Lee County Commissioners](#) was held on this date with the following Commissioners present:

- John E. Manning, Chairman
- Cecil L Pendergrass, Vice-Chairman
- Larry Kiker
- Brian Hamman
- Franklin B. Mann

The Chairman called the meeting to order at 9:30 a.m.

**A COPY OF THE [HEARING EXAMINER’S RECOMMENDATION](#) IS ON FILE IN THE MINUTES OFFICE.**

CASE NUMBER DCI 2016-00007

NAME COOK ROAD SUBDIVISION

REQUEST Rezone 5.15± acres from Agricultural Districts (AG-2) to Residential Planned Development (RPD) to permit the development of a 20-unit single family residential subdivision, with a maximum building height of 35 feet.

LOCATION 1660 & 16020 Cook Road, Iona/McGregor Planning Community, Lee County, Florida

PROPERTY OWNER’S REPRESENTATIVE Peter Maastricht  
Maastricht Engineering, Inc.  
7370 College Parkway, Suite 211  
Fort Myers, FL 33907

Community Development Principal Planner Alvin “Chip” Block reviewed the request utilizing an aerial map, noted that Staff and the Hearing Examiner (HE) recommended approval with conditions and deviations, and there were six (6) Participants of Record. Applicant’s Representative Attorney Matt Uhle discussed Condition 1 pertaining to a portion of the excavation setback on the southern property line and indicated Applicant’s concurrence with the findings of Staff and the Hearing Examiner (HE). The Chairman called on the Participants and there were four (4) speakers:

- Cook Road resident Linda Dimming
- Cook Road resident Paul Dimming
- Attorney Jenna Parsons on behalf of Mr. & Mrs. Graham Scott
- Cook Road resident Graham Scott

Mr. Uhle addressed concerns stated by the Participants and explained that the deviation was being requested to address a Condition in the Hearing Examiner’s (HE) recommendations. Assistant County Attorneys Michael Jacob and Neysa Borkert provided clarification to a question by Commissioner Mann about the setback and existing shoreline. Following brief Board discussion, Commissioner Kiker moved approval, seconded by Commissioner Hamman, called and carried.

[RESOLUTION No. Z-17-007](#)

CASE NUMBER DCI2016-00010

NAME OAK VIEW RPD

REQUEST Request to rezone 16.2± acres from Agricultural (AG-2) to Residential Planned Development (RPD) to allow the development of up to 60 single-family and/or two-family attached residential units with a maximum height of 35 feet



LOCATION

3600 Buckingham Rd., Fort Myers Shores Planning Community, Lee County, FL

PROPERTY OWNER'S REPRESENTATIVE

Jennifer Sapen  
Barraco & Associates, Inc.  
2271 McGregor Boulevard, Suite 100  
Fort Myers, FL 33901

Community Development Senior Planner Alvin "Chip" Block pointed to the subject property on an aerial map and reviewed the request. He noted Staff agreed with the recommendations of the Hearing Examiner (HE), with the exception of Condition 3, and requested that the Board adopt the language stated in a March 20, 2017 Memorandum by Senior Planner Tony Palermo as a revised Condition 3, and noted ten (10) Participants of Record. Attorney Amanda Brock of the Henderson, Franklin Law Firm indicated Applicant's agreement with the revision for Condition No. 3. The Chairman called on the Participants and there was one (1) speaker:

Veranda Community resident Thomas Sudol

Commissioner Pendergrass moved approval, seconded by Commissioner Hamman, called and carried.  
RESOLUTION No. Z-17-005

FOLLOWING A SHORT BREAK, CHAIRMAN MANNING RECONVENED THE MEETING AT 10:35 A.M. WITH ALL COMMISSIONERS PRESENT.

## LEE COUNTY COMPREHENSIVE PLAN AMENDMENTS – TRANSMITTAL HEARING

### CPA2016-00006 & CPA2016-00010-TROYER BROTHERS

#### REQUEST:

- 1) **TROYER BROTHERS MAP 15 (CPA2016-00006)**  
Amend Map 14 to add land from within the Troyer Brothers property to the Future Limerock Mining Overlay and corresponding industrial acreage to Table 1(b). The Troyer Brothers property is approximately 1,804± acres.
- 2) **TROYER BROTHERS CONSERVATION LANDS (CPA2016-00010)**  
Redesignate 453± acres, a portion of the Troyer Brothers property, from DR/GR And Wetlands to Conservation Lands on the Future Land Use Map.

Narrating a PowerPoint presentation, Community Development Principal Planner Tony Palermo reviewed the requests and noted that Staff recommended concurrent transmittal. Applicant's representative Susan Stephens, B.C.S. of Hopping, Green & Sams PA, initiated a [PowerPoint presentation](#) that followed with presenters on behalf of the Applicant detailing several aspects of the proposed project:

Tina M. Ekblad, MPA, AICP, LEED, AP, Morris-Depew Associates, Inc.  
Paul W. Owen, W. Dexter Bender & Associates  
Robert Maliva, PhD, PG, WSP/Parsons Brinkerhoff  
Thomas M. Missimer, PhD, PG, Missimer Hydrological Services  
David W. DePew, PhD, AICP, LEED AP, Morris-Depew Associates, Inc.  
Applicant Aaron Troyer

Chairman Manning called for Public Comment and there were seventeen (17) [speakers](#):

Randy Johnson representing Sakata Seed America, Inc. ([Handout](#))  
Attorney Matt Uhle representing Sakata Seed America, Inc.  
Fort Myers resident Arvo Rahe  
Fort Myers resident Mark Preston  
Fort Myers resident Salvatore DiPiazza  
Fort Myers resident Darrell E. Mounts  
Fort Myers resident Mary J. Abramson  
Fort Myers resident Kim Rahe  
Peter Cangialosi representing Estero Council of Community Leaders  
River Woods Plantation resident Bill Carr

Lou Frattarelli representing the East Corkscrew Alliance  
Estero resident Mike Ruhland  
Michael Langella representing Estero Council of Community Leaders  
Bryan Zinger representing Sakata Seed America, Inc.  
Sean McCabe representing the Conservancy of Southwest Florida ([Handout](#))  
Brad Cornell representing Audubon of the Western Everglades and Corkscrew Swamp Sanctuary  
Fort Myers resident Joe Staiger

During Board discussion, Dr. David DePew addressed questions by Commissioner Pendergrass regarding the extent of the blasting and Commissioner Hamman pertaining to project lighting. Managing Assistant County Attorney Michael Jacob provided guidance in response to a question by Commissioner Kiker about the use of Corkscrew Road by trucks traveling to and from the projects, and Natural Resources Director Roland Ottolini addressed a question by Commissioner Pendergrass on impacts to water quality. Following brief rebuttal by Ms. Stephens, Commissioner Hamman moved approval for concurrent transmittal of CPA2016-00006 and CPA2016-00010, seconded by Commissioner Kiker, called and carried, with Commissioner Mann dissenting.

The Chairman adjourned the meeting at 1:10 p.m.

ATTEST:  
LINDA DOGGETT, CLERK

---

Deputy Clerk

---

Chairman, Lee County Commission

APRIL 18, 2017

The [Regular Meeting](#) of the Lee County [Board of County Commissioners](#) was held on this date with the following Commissioners present:

John E. Manning, Chairman  
 Cecil L Pendergrass, Vice Chairman  
 Larry Kiker  
 Brian Hamman  
 Franklin B. Mann

The Chairman called the meeting to order at 9:30 a.m. The Invocation was given by Pastor Phyllis Lefort, First Assembly of God, followed by the Pledge of Allegiance.

### **CEREMONIAL PRESENTATIONS**

#### **1. Presentation: 1<sup>st</sup> Quarter-2017 Employee Length of Service Awards**

Human Resources Acting Director Alise Flanjack, assisted by County Manager Roger Desjarlais and Human Resources Supervisor Shawn Fournier presented Length of Service Awards for 1st Quarter, 2017. Chairman Manning extended Congratulations on behalf of the Board and thanked employees for their service to Lee County. (Please refer to the Agenda for a listing of employees recognized.)  
 (#[20170193](#)-HUMAN RESOURCES)

#### **2. Presentation: Try Transit Day-04/21/17**

Commissioner Mann read and presented a Ceremonial Resolution declaring April 21, 2017, as Regional “Try Transit Day”, encouraging residents and visitors in Lee and Collier Counties to enjoy free rides on fixed routes and participate in promoting the use of alternative commute modes for the reduction of traffic congestion and energy consumption, Transit Director Steve Myers and LeeTran Marketing Manager Katie Meckley accepted the Resolution and thanked the Board for the recognition.  
 (#[20170149](#)-COMMISSIONER MANN)

### **RECAP/ANNOUNCEMENTS**

Referring to the Agenda [Recap](#) Sheet dated April 17, 2017 Chairman Manning announced: No items were submitted for deferral, revision or correction; no agenda items to be pulled for discussion by the Board; no walk-ons or carry-overs; no Commissioners’ Items, and no County Manager Items.

#### **Public Comment on Agenda Items**

The Chairman called for public comment on Consent/Administrative Agenda Items and there was one [speaker](#):

Consent Agenda Item 27-Fort Myers Beach resident Fran Myers

The Chairman requested a motion to approve the balance of the agenda items and Commissioner Kiker so moved, seconded by Commissioner Mann, called and carried.

### **CONSENT AGENDA**

#### **ANIMAL SERVICES**

- Approve an [Interlocal Agreement](#) with the City of Cape Coral for Animal Control Services** (\$721,588; Unincorporated MSTU; Included in budget.):  
 Authorizes Lee County Domestic Animal Services to provide stray animal control and enforcement services to the City of Cape Coral for fiscal year 2016-2017 under the terms and conditions of the Interlocal Agreement. Board approval will also serve to ratify and affirm the provision of services under the terms of the Interlocal Agreement to date. (#[20170149](#)-ANIMAL SERVICES)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

#### **CONSTITUTIONAL OFFICERS**

- Approve the Minutes for Meetings of the Board of County Commissioners**

(No funding required.):

Approves the Minutes for meetings of the Board of County Commissioners.

(#[20170190](#)-CLERK OF COURTS)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**3. Approve and Record County Disbursements per Florida Law**

(No funding required.):

Chapter 136.06(1), Florida Statutes requires that all County disbursements be recorded in the Minutes of the Board. This is for the check and wire registers viewable on the Clerk's website.

(#[20170191](#)-CLERK OF COURTS)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**COUNTY ATTORNEY**

**4. Approve Settlement in Case of Lee County v. CSX Transportation, Inc. & Seminole Gulf Railway, L.P.**

(\$45,000 including costs and attorney's fees; Enterprise Fund; Included in FY 15-16 Utilities CIP budget.):

Settles eminent domain case of Lee County v. CSX Transportation, Inc. and Seminole Gulf Railway, L.P., Parcel 100-UE (Utility Easement), Page Park Waterline Improvement Project, in its entirety with a negotiated settlement of \$45,000 for the property, inclusive of all fees and costs. (#[20170148](#)-COUNTY ATTORNEY)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**5. Approve Settlement in the Lawsuit Between Victor Vazquez and Lee County**

(\$1,500; Enterprise Fund; Not included in budget.):

Authorizes [settlement](#) of Victor Vazquez's race discrimination lawsuit for \$1,500, inclusive of attorney's fees and costs. The parties have agreed to dismiss the lawsuit with prejudice.

Settlement eliminates the uncertainty of continued litigation and provides finality to the case.

(#[20170182](#)-COUNTY ATTORNEY)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**COUNTY LANDS**

**6. Approve Resolutions of Necessity for Parcel Acquisitions for Burnt Store Road Widening Project**

(No funding required.):

Authorizes staff to pursue acquisition of Parcels 118, 119, 119B, 125, 132, 141 and 144, for the Burnt Store Road Widening Project 4088 (South segment), through condemnation proceedings if the parcels are not voluntarily acquired. The widening of this 2.1-mile segment of Burnt Store Road (Pine Island Road to Tropicana Pkwy West) is programmed for construction in FY 2018/19. (#[20170171](#)-COUNTY LANDS)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

[RESOLUTION Nos. 17-04-05 through 17-04-11](#)

**7. Approve Lease Agreement to House Emergency Medical Services in Cape Coral**

(\$20,852; General Fund; Included in budget.):

EMS personnel would continue to be housed at a Cape Coral duplex that has been used since 2004. The rent will be \$1,737.61 per month (\$20,851.32 annually) for approximately 2,000 sq. ft. of living area. The initial lease term is one-year, with four (4) one-year renewal options, and includes rent increases of three percent (3%) or the Consumer Price Index, whichever is less.

(#[20170172](#)-COUNTY LANDS)

Commissioner Kiker moved approval, seconded by Commissioner Kiker, called and carried.

**COUNTY MANAGER**

**8. Adopt a Resolution Establishing Lee County's Trespass Policy and Procedure**

(No funding required.):

Adopt a Resolution approving Lee County's Administrative Code 1-8, the Lee County Trespass

Policy

and Procedure which outlines Lee County's Trespass Policy including the issuance, maintenance and appeals process for the issuance of trespass warnings on County property. ([#20170175-COUNTY MANAGER](#))

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.  
[RESOLUTION No. 17-04-12](#)

**9. Approve Copyrighted Music Agreements**

(\$8,882; Unincorporated MSTU and Tourist Development Tax; Included in budget.): Approving and executing the Society of European Stage Authors and Composers (SESAC) Performance License for Municipalities and approving the American Society of Composers, Authors and Publishers (ASCAP) License [Agreement](#)-Local Governmental Entities will allow the county to continue to use copyrighted music within Lee County facilities and programs. ([#20170130-PARKS AND RECREATION](#))

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**PROCUREMENT MANAGEMENT**

**10. Approve Piggyback of a Contract for Cabling and Networking Products**

(Funding is available in various funds and department's operating budget.): Allows the County to utilize pricing on National Intergovernmental Purchasing Alliance (National IPA) Contract No. R161701 with Anixter Inc. for Cabling and Networking Products & Solutions, which went through their competitive bid process, for the purchase of electrical supplies countywide on an as-needed basis. Total expenditures for these products were approximately \$262,100 for Fiscal Year 2015-2016. ([#20170141-PROCUREMENT MANAGEMENT](#))

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**11. Award Contracts for Miscellaneous Architectural Services**

(Funds will be available within specific project budgets.): Awards contracts for Competitive Negotiation No. CN160635DKR, Miscellaneous Architectural Services Contract, to five firms for use on an as-needed basis. Approval provides Lee County with five firms capable of providing architectural consulting services for miscellaneous projects throughout the County. Staff will negotiate services with these firms on an as-needed, project-by-project basis. Total expenditures to date for services provided by all firms under the previous solicitation for miscellaneous architectural services are approximately \$183,796. ([#20170187-PROCUREMENT MANAGEMENT](#))

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**PUBLIC SAFETY**

**12. Approve the Purchase of Six (6) Replacement Ambulances for Public Safety/EMS**

(\$972,474; Vehicle Replacement Fund; Included in FY 2016-17 budget.): Approval will allow the purchase of six emergency medical vehicles (ambulances) from Emergency Tactical Rescue Vehicles through the Florida Sheriffs Association Contract No. FSA16-VEH12.0, which went through their competitive bidding process. The price per vehicle is \$162,079, which includes the base bid of \$111,702 plus Lee County modifications in the amount of \$50,377. The total price of the six vehicles is \$972,474. This purchase will provide Public Safety/EMS with six ambulances to replace existing vehicles that have reached the end of their useful lives. ([#20170160-PUBLIC SAFETY](#))

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**13. Approve Renewal of an Interlocal Agreement for the Code Red Emergency Notification System**

(\$17,000; All Hazards; Included in FY16-17 budget.): The [Interlocal Agreement](#) allows for the continued shared use and funding of the emergency notification system known as Code Red Emergency Notification System. The System provides public safety agencies with the ability to quickly deliver emergency notification messages to targeted areas or to the entire county. The annual cost is \$66,000. The City of Sanibel will provide \$2,900; the City of Fort Myers \$13,000; Lee County Public Safety \$17,000; the Lee

County Sheriff's Office will provide the remaining \$33,100 and is designated as the agency to enter into a contractual agreement for the Code Red system. (#[20170161](#)-PUBLIC SAFETY)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**14. Approve Renewal Air Methods Corp., dba LeeFlight, Certificate of Public Convenience and Necessity**

(No funding required.):

Approval provides Rocky Mountain Holdings, LLC, a subsidiary of Air Methods Corporation, dba [LeeFlight, with the necessary COPCN](#) to satisfy the statutory requirements applicable to their air transport license. Grant of the COPCN will allow Air Methods, dba LeeFlight, to continue operating as an advance life support (ALS) air transport service provider for two additional years. (#[20170174](#)-PUBLIC SAFETY)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**SOLID WASTE**

**15. Award Contract for Disaster Recovery Services for Lee County**

(Funding based on severity and level of services required at the time of an event; Not included in budget.):

Authorizes execution of contracts with Crowder-Gulf Joint Venture, Inc. as a Primary Vendor and DRC Emergency Services, LLC as a Secondary Vendor to provide Lee County with disaster recovery services including, but not limited to, large scale debris removal, separation, staging and disposal, demolition services, construction and demolition debris removal, hazardous waste handling, tree trimming, stump grinding and removal, and sand removal from roads, streets, and right-of-ways. All disaster recovery services will be in compliance with approved FEMA policies and guidance procedures along with local, state, and federal laws, rules, practices, and regulations. The contract term is for three (3) years with the option for three (3), one (1) year renewals. (#[20170176](#)-SOLID WASTE)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**16. Approve the Purchase of Equipment for the Construction and Demolition Debris Recycling Facility**

(\$182,025; Solid Waste Enterprise Fund; Included in FY 16/17 budget.):

Approves the purchase of replacement equipment from [Machinex Technologies, Inc.](#) for the Construction and Demolition Debris Recycling Facility (CDDRF) through the public Single/Sole Source Justification Process. Installing the replacement equipment will support continued operation of the CDDRF. Replacement equipment includes a trommel drum and drive motor and a slider belt conveyor. (#[20170177](#)-SOLID WASTE)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**17. Award Formal Bid to Mac Trailer Manufacturing for Two (2) Walking Floor Trailers**

(\$167,772.88, Enterprise Fund; Included in FY17 operating budget.):

Awards Formal Bid No B170170/ANB Walking Floor Trailers to Mac Trailer Mfg. for the purchase of two smooth sided aluminum top waste transfer trailers for use by the Solid Waste Department in the amount of \$167,772.88. The current fleet has insufficient spare equipment to maintain efficient operations and meet operational demands for moving materials at the Lee-Hendry Landfill and the Buckingham Campus. These units are additions to the fleet. (#[20170179](#)-SOLID WASTE)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**TRANSIT**

**18. Authorize an [Agreement](#) for Funding of LeeTran's Commuter Assistance (Vanpool) Program**

(\$50,000; 50% funded by FDOT; Match by participating employers; Enterprise Fund; Included in budget.):

Allows LeeTran to receive \$50,000 in Florida Department of Transportation grant funding for approved capital, operating and marketing expenses related to LeeTran's vanpool program. (#[20170155](#)-TRANSIT)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

[RESOLUTION No. 17-04-13](#)

**19. Authorize [Grant Agreement](#) for Design of the Future South Area Transfer and Park and Ride Facility**

(\$160,000; Funded by FDOT at 50%; Match requirement is included in the County CIP budget.): Allows LeeTran to receive \$160,000 in matching funds under the Florida Department of Transportation Service Development Grant program for the engineering and design services for the future South Area Transfer and Park and Ride Facility. ([#20170157-TRANSIT](#))

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

[RESOLUTION No. 17-04-14](#)

**20. Authorize Donation of Two Lee Tran Paratransit Vans to Good Wheels**

(No funding required.):

Authorizes the donation of two Paratransit vans that have reached the end of their useful life to Good Wheels, Inc., a private non-profit agency, to assist with the transportation of the elderly, disabled and the Transportation Disadvantaged. Any future donation requests of vehicles will be considered on a case by case basis aligned with the Partnering for Transportation Results program. ([#20170196-TRANSIT](#))

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**TRANSPORTATION**

**21. Approve a Professional Services Agreement to Prepare a Survey for a Portion of Captiva Drive**

(\$51,000; Gas Taxes; Included in budget.):

Approves a Supplemental Task Authorization (STA) in the amount of \$51,000 for professional services work by Johnson Engineering, Inc. (a local vendor) to prepare a specific purpose survey for a portion of Captiva Drive. ([#20170162-TRANSPORTATION](#))

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**22. Approve a Professional Services Agreement for Improvements at Gunnery Road and 8th Street SW**

(\$97,465.52; Gas Taxes; Included in budget.):

Approves a Supplemental Task Authorization (STA) in the amount of \$97,465.52 for professional services work by David Douglas Associates, Inc. (a local vendor) to provide surveying and design work for Gunnery Road and 8th Street SW. The improvements at the intersection include adding left turn lanes and the addition of a traffic signal. Funding for construction and inspection is 100% grant funded from FDOT through the Federal Local Agency Program. ([#20170163-TRANSPORTATION](#))

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

**23. Approve a Grant Agreement to Accept Funds for Construction of Alico Road**

(\$1,000,000; State Grant Funds; Included in budget.):

Executes an [agreement](#) which provides \$1,000,000 in grant funding from FDOT for the construction of Alico Road from Ben Hill Griffin to Airport Haul Road. ([#20170164-TRANSPORTATION](#))

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

[RESOLUTION No. 17-04-15](#)

**24. Approve the Purchase of Two (2) Bucket Trucks**

(\$329,173; Enterprise Fund and Vehicle and Equipment Fund; Included in budget.):

Approves the purchase of two bucket trucks from Altec Industries, Inc. through the National Joint Powers Alliance Contract, which went through their competitive bidding process. This purchase will provide the Lee County Department of Transportation with replacement bucket trucks for its Traffic and Tolls Divisions that will be used for traffic signal emergency repairs and preventative maintenance and maintenance of toll equipment throughout the County. ([#20170165-TRANSPORTATION](#))

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

- 25. Approve Agreement for Engineering and Inspection Services for Burnt Store Rd Widening Project**  
 (\$1,691,037; Road Impact Fees; Included in budget.):  
 Authorizes change order No. 4 to the contract with HighSpans Engineering, Inc., under Competitive Negotiation No. CN150085, for professional engineering and consulting services for construction inspection the Central Segment of the Burnt Store Road widening project, in the total amount of \$1,691,037. ([#20170166](#)-TRANSPORTATION)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

- 26. Award Contract for Construction Engineering and Inspection Services for Estero Boulevard**  
 (\$1,383,002.80; Gas Taxes; Included in budget.):  
 Awards a contract for Competitive Negotiations No. CN170017DKR for [CEI Services for Estero Boulevard Improvements](#) to Johnson Engineering, Inc. and provides Lee County with a Construction Inspection Consultant during the reconstruction of Estero Boulevard. The Scope of Work included in this action is for Segment 2, which extends from Lovers Lane to Strandview Avenue. If the County chooses, future Supplemental Task Agreements (STA) are anticipated to include Segment 3, 4, 5 & 6 of the Estero Boulevard Improvements extending from Strandview Avenue to Big Carlos Pass Bridge. ([#20170167](#)-TRANSPORTATION)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

- 27. Award Contract for Public Information Consultant for Estero Boulevard Improvements**  
 (\$369,535.20; Gas Taxes; Included in budget; [transfer request](#).):  
 Awards a contract for Request for Proposals No. RFP170016DKR Public Information Consultant for Estero Boulevard Improvements to Cella Molnar & Associates, Inc. and provides Lee County with a Public Information Consultant during the reconstruction of Estero Boulevard. The Scope of Work included in this action is for Segment 2 which extends from Lovers Lane to Strandview Avenue. The consultant shall provide professional services for the creation and implementation of a community outreach program, and will work closely with the County project team to keep the media and public informed throughout the project. Future Supplemental Task Authorizations (STAs) are anticipated to include Segments 3, 4, 5 & 6 of the Estero Boulevard Improvements extending from Strandview Avenue to Big Carlos Pass Bridge. ([#20170168](#)-TRANSPORTATION)

Responding to Board questions and comments Assistant County Manager Doug Meurer stated that construction issues and traffic management on the Estero Boulevard Reconstruction Project created a critical need for the full extent of the right-of-way. County Attorney Richard Wm. Wesch advised that the CAO conducted in-depth research and was confident in the County's position. Commissioner Kiker asked whether future litigation could cause a project slowdown and Mr. Wesch pointed out that under Florida Law there is the existence of emergent civil remedies to prevent a work slowdown. Following remarks by County Manager Roger Desjarlais, there was Board concurrence directing Staff to perform an additional review. Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

## UTILITIES

- 28. Approve Tice Water Tower Antenna Site License [Agreement](#) with Sprint Spectrum LP**  
 (Revenue of \$36,000; LCU Enterprise Fund; Included in FY16-17 budget.):  
 Approves a new License Agreement with Sprint Spectrum L.P., for the Tice Water Tower Antenna Site for an annual fee of \$36,000, payable to Lee County Utilities. The term is for five (5) years, with four (4) automatic five (5) year extensions. The annual license fee will increase by three percent (3%) annually. This Agreement replaces an agreement that had previously expired. ([#20170170](#)-UTILITIES)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

- 29. Approve an Agreement with Johnson Engineering, Inc. for Wellfield Annual Wetland Monitoring**  
 (\$41,577; Enterprise Fund; Included in LCU FY 16-17 operating budget.):  
 Authorizes a Supplemental Task Authorization with Johnson Engineering, Inc., under Contract 7473, CN160146 Miscellaneous Environmental Consulting Contract, in the amount of \$41,577, to provide services for environmental wetland monitoring at both the Green Meadows and Corkscrew Wellfields. This environmental monitoring and annual report is required as a condition



of the Water Use Permit issued through the South Florida Water Management District. BoCC approval is necessary given this STA will increase the contract amount above \$100,000. (#20170180-UTILITIES)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

- 30. Approve Agreement for Water Treatment Plant Injection Well Mechanical Integrity Test** (\$259,265; Enterprise Fund; Included in LCU FY 16-17 operating budget.): Approval of Change Order No. 1 to Supplemental Task Authorization No. 3 for Contract No. 6854 for the North Lee County WTP Injection Well Mechanical Integrity Test with Johnson Engineering, Inc. in the Not-To-Exceed amount of \$259,265 will allow Lee County Utilities to complete the Florida Department of Environmental Protection issued Class I Underground Injection Control Operation Permit required Mechanical Integrity Test on the Injection Well. The Injection Well is needed for continued operation of the North Lee County WTP. (#20170181-UTILITIES)

Commissioner Kiker moved approval, seconded by Commissioner Mann, called and carried.

### ADMINISTRATIVE AGENDA

- 1. Award Formal Bid for Spanish Creek at Daniels Preserve Hydrologic Restoration** (\$239,285; General Fund; Included in budget.): Awards Invitation to Bid No. B170149LKD, Spanish Creek at Daniels Preserve Restoration aka Daniels Preserve Spanish Creek Restoration Lake 2, to TSI Disaster Recovery, LLC, the lowest responsive and responsible bidder meeting all bid requirements, in the total amount of \$239,285. Approval of the project will allow improvements to the preserve such as water quality by increasing littoral areas of existing borrow pits and adding wetland plants. Groundwater recharge will also be improved in the area. Restoration of the borrow pits were recommended in the land stewardship plan for the preserve. (#20170158-NATURAL RESOURCES)

Commissioner Mann moved approval, seconded by Commissioner Hamman, called and carried.

- 2. Award Formal Bid for Prairie Pines Hydrologic Restoration** (\$440,000; General Fund & Unincorporated MSTU; Included in budget.): Awards Formal Bid No. B170066/ANB, Prairie Pines Hydrologic Restoration to [Diversified Professional Services Corp.](#), in the amount of \$440,000. Completion of the project will help improve water quality and receive TMDL credit towards the Caloosahatchee BMAP. The project will also allow for improvements that alleviate the stacking of water in the southeast corner of the preserve by redirecting runoff through historic flow-ways, allowing increased storage and slowing the rate of discharge from the site following storm events. (#20170159-NATURAL RESOURCES)

Commissioner Mann moved approval, seconded by Commissioner Hamman, called and carried.

### 9:30 AM PUBLIC HEARINGS

- 1. Approve Creation of Marina/Coral Circle Canal Dredge CIP Municipal Services Benefit Unit** (\$385,279 estimated project cost; all short and long term loans to finance this project will be reimbursed by the Marina/Coral Circle Property Owners through an MSBU assessment.): Authorizes staff to set up a Municipal Service Benefit Unit for the purpose of managing a capital improvement project for dredging of canal. This project is located in North Ft Myers and involves dredging of an access channel in the Caloosahatchee River for the Canal located between Coral Circle and Marina Circle in the Gulf Acres subdivision. (#20170140-COUNTY MANAGER)

Senior Assistant County Attorney John Fredyma approved the Affidavit of Publication as to legal form and sufficiency and briefly reviewed the item. Acting MSTBU Coordinator Lori Borman informed the Board of the results of petitions from the property owners and filed two (2) [letters](#) of dissent with the Clerk. The Chairman called for public comment and there were four (4) [speakers](#):

North Fort Myers resident William Truax  
 North Fort Myers resident Richard Gallacci  
 North Fort Myers resident Jay Bisson  
 North Fort Myers resident Dr. William Truax

Director of Natural Resources Roland Ottolini responded to Commissioner Hamman's question about WCIND funding. Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried.

[RESOLUTION No. 17-0 4-16](#)

**2. Approve Creation of Cherry Estates Side Street Road Paving CIP Municipal Service Benefit Unit**

(All Short and Long Term loans to finance this project will be reimbursed by the Cherry Estates Property Owners through an MSBU special non-ad valorem assessment.):

Authorizes staff to set up a Municipal Service Benefit Unit for the purpose of managing a capital improvement project for paving of the streets. This project is located in Saint James City and involves paving of six side streets in the Cherry Estates subdivision. (#[20170144](#)-COUNTY MANAGER)

Senior Assistant County Attorney John Fredyma approved the Affidavit of Publication as to legal form and sufficiency and briefly reviewed the item. Acting MSTBU Coordinator Lori Borman informed the Board of the results of petitions from the property owners and filed two (2) [letters](#) of dissent with the Clerk. The Chairman called for public comment and there were two (2) [speakers](#):

Cherry Estates resident Joseph Butler  
Cherry Estates resident Jane Graziano (no Speaker Card)

Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried.

[RESOLUTION No. 17-04-17](#) and [17-04-18](#)

**3. Approve Gasparilla Island Water Association, Inc. Rate Increases**

(No funding required.):

Provides required Board approval for GIWA to adjust its water and wastewater rates. The GIWA Membership approved fixed increases of 9.5% in Fiscal Years '17 and '18, and "not-to-exceed" increases of 9.5% in Fiscal Years 2019-2021. (#[20170147](#)-UTILITIES)

Managing Assistant County Attorney Michael Jacob approved the Affidavits of Publication as to legal form and sufficiency and briefly summarized the item. Assistant County Manager Doug Meurer responded to Commissioner Pendergrass' question about the 9-1/2% rate increase. Public Resources Management Group, Inc. Analyst Bryan Mantz responded to a question by Commissioner Mann about the GIWA membership. Commissioner Pendergrass moved approval, seconded by Commissioner Hamman, called and carried.

[RESOLUTION No. 17-04-19](#)

**4. Adopt Moratorium for Placement of Certain Wireless Communication Facilities in Public Rights-of-way**

(No funding required.):

Provides the State with time to place regulations in effect or, if not adopted, to provide the County with time to adopt needed regulations. (#[20170197](#)-COUNTY ATTORNEY)

Following a brief summary by County Attorney Richard Wm. Wesch the Chairman called for public comment and there were no speakers. Commissioner Mann moved approval, seconded by Commissioner Pendergrass, called and carried.

[RESOLUTION No. 17-04-20](#)

**COMMISSIONERS' ITEMS**

THERE WERE NO COMMISSIONERS' ITEMS BY THE INDIVIDUAL COMMISSIONERS.

**COMMITTEE APPOINTMENTS**

Commissioner Mann moved to appoint Winston E. Church to the **ROADWAY LANDSCAPE ADVISORY COMMITTEE** and Carla Brantley to the **LEHIGH ACRES STREETLIGHTING COMMITTEE**; and for the reappointments of Michael J. Polito and Matthew P. Visaggio to the **AFFORDABLE HOUSING ADVISORY COMMITTEE**, seconded by Commissioner Hamman, called and carried.

Commissioner Kiker moved for the reappointments of Roy Hendry, Gary Lee and Brian Burgess to the **ANCHORAGE WAY INTRACOASTAL O & M MSBU**, seconded by Commissioner Hamman, called and carried.

**COUNTY MANAGER ITEMS**

County Manager Roger Desjarlais had no additional items for discussion.

**COUNTY ATTORNEY ITEMS**

County Attorney Richard Wm. Wesch had no additional items for discussion.

**PUBLIC PRESENTATION OF MATTERS BY CITIZENS**

The Chairman called for public presentation of matters by citizens and there were two (2) [speakers](#):

Cherry Estates resident Theresa Butler  
Lehigh Acres resident Eric Engelhart

**Commissioners Workshop Update**

The Chairman called for public comment on the Commissioners Work Session and there were no speakers. County Manager Roger Desjarlais noted that U.S. Representative Francis Rooney would give a Congressional Update, followed by Board discussion regarding Policies for Unrestricted Reserves and the design of Future BoCC Workshops.

The Chairman adjourned the meeting at 10:32 a.m.

ATTEST:  
LINDA DOGGETT, CLERK

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chairman, Lee County Commission

APRIL 18, 2017

A [Workshop Meeting](#) of the [Board of Lee County Commissioners](#), sitting as the Management & Planning Committee, was held on this date with the following Commissioners present:

John E. Manning, Chairman  
 Cecil L Pendergrass, Vice Chairman  
 Larry Kiker  
 Brian Hamman  
 Franklin B. Mann

1) **Call to Order**

The Chairman called the meeting to order at 1:30 p.m.

2) **County Manager Comments**

County Manager Roger Desjarlais provided opening comments stating that the success of an organization is having a high functioning Board which is what we have right now. The County had policies that built strategic goals that were used to build the budget and it resulted in financial stability, an organization that is very stable and the County was able to accomplish moving closer and closer leading to the strategic goal efforts. Part of that is the use of certain revenues, and policy adopted administratively with the use of the money available with restrictions, and a lot of the revenue sources we have. To date, in the last three and a half years with 57 Work Sessions, discussions dealt with almost everything from fiscal policies that included reserves, debt, reduction in mileage rates and many others. He reiterated saying that he would like to hear from the County as well as the public that are project base, and spend more time brainstorming in work sessions.

3) **115<sup>th</sup> Congress Update – U.S. Representative Francis Rooney**

Chairman Manning welcomed U.S. Representative Francis Rooney to this afternoon's Work Session who will be speaking on the 115<sup>th</sup> Congress and some other issues important to Lee County. Congressman Rooney stated that his first topic would deal with Flood Insurance and made mention of Congressman Sean Duffy of the 7<sup>th</sup> District of Wisconsin who is Chairman of the House Financial Services Subcommittee on Housing and Insurance and Florida Senior Deputy Majority Whip Congressman Dennis A. Ross who headed the Florida delegation a couple of weeks ago. Chairman Manning interrupted noting that for the past several years Commissioner Kiker had work "fastidiously" on this topic; and Congressman Rooney agreed that prior to coming to this afternoon's Work Session pretty much everything he knew all about flood insurance was from Commissioner Kiker. He had discussed at great length on his two topics on flood insurance and water quality, and subsequently responding to all the different questions from the Board. The Board thanked Congressman Rooney for taking the time from his very busy schedules to be here this afternoon.

4) **Unrestricted Reserves, Board Priorities & Work Sessions (County Admin.)**

Assistant County Manager/CFO Pete Winton utilizing a [PowerPoint presentation](#) (copy on file) provided an extensive overview of the Unrestricted Reserves, Board Priorities, and Work Sessions.

Summarizing his presentation he went on explaining in detail the Unrestricted Reserves on what they are, what they have been used for, and policy for discussing future use. On Work Sessions one would have the following in mind: Policies from past Work Sessions, transition from policy discussions to reporting work product, and future Work Sessions – Form and Content. One of the first policies adopted was the General Fund 20% Minimum Reserve Level, with a blue sheet adopted on June 3, 2014. This year \$17,501,354 of Unrestricted Reserves was spent on Transportation projects and Water Quality projects. Also noted was the 57 Work Sessions held to date that started on January 6, 2014, with the different Policies which included Financial, Infrastructure, Environmental, Growth Related, Revitalization, and Strategic Policy priorities. Finally, questions like "What Work Sessions would the Board like to see"?

5) **Board Discussion**

A very lengthy Board discussions ensued. Chairman Manning stated that on the 20-20 Funds, he would want to be in a competitive situation with regards to acquiring the 4,000 acres depending on what the Board had voted on, and agreed with Commissioner Kiker on acquiring the Edison Farms which he considered an opportunity. Commissioner Hamman mentioned Corkscrew Road with a 5-year plan,

traffic jams during seasons. Commissioner Pendergrass spoke on CIP. Commissioner Manning stated to construct the policy first and send it to Staff on what is to be done and in turn sent back to the Board. Commissioner Mann noted process is going on, and explore the possibilities. Commissioner Kiker reported that County Manager Roger Desjarlais, Assistant County Manager Glen Salyer, and himself have just come back from a summit and one of the dominant subjects was on Home Rule that is having a Constitutional Review which is under attacked. County Attorney Richard Wm. Wesch had been in Tallahassee and reported that while he was there Home Rule was under attacked, and on the Regional Planning Council (RPC), that under state law we have to be a member of the RPC, and we will maintain membership in the RPC; however, if the Board is so inclined we would send notice that we no longer be defunded.

**6) Adjourn**

The Chairman adjourned the meeting at 2:40 p.m.

ATTEST:  
LINDA DOGGETT, CLERK

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chairman, Lee County Commission

Blue Sheet No. 20170259	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017	Item No. C3
----------------------------	---	-------------

**TITLE:**  
Approve and record County disbursements per Florida law

**ACTION REQUESTED:**  
Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's website, [www.leeclerk.org](http://www.leeclerk.org) by accessing the BoCC Minutes and Documents link.

**FUNDING:**  
No funding required.

**WHAT ACTION ACCOMPLISHES:**  
Chapter 136.06(1), Florida Statutes requires that all County disbursements be recorded in the Minutes of the Board. This is for the check and wire registers viewable on the Clerk's website.

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

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input checked="" type="checkbox"/> Statute                    136.06(1) <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> CONSTITUTIONAL OFFICERS <b>Division:</b> Clerk of Courts <b>By:</b> Terry Mallow

**Background:**

Required Review:					
Terry Mallow					
FINANCE					

<b>Blue Sheet No.</b> 20170226	<b>Lee County Board Of County Commissioners</b> <b>Agenda Item Report</b> <b>Meeting Date: 5/16/2017</b>	<b>Item No. C4</b>
-----------------------------------	--	--------------------

**TITLE:**  
Direct to public hearing the Reclaimed Water Ordinance on June 20, 2017

**ACTION REQUESTED:**  
Direct to public hearing the Reclaimed Water Ordinance  
Suggested date: June 20, 2017 at 9:30 am

**FUNDING:**  
N/A  
  
N/A  
  
N/A

**WHAT ACTION ACCOMPLISHES:**  
The proposed Ordinance will change the existing reclaimed water program from an agreement based program to a permit based program, simplifying the process for our customers and allowing the County to better manage conditions for delivery and management of this resource. The Ordinance will apply a standard to all reclaimed water customers in a collective equitable way, and establishes procedures for determining the availability of reclaimed water, applying for reclaimed water service, evaluation of potential and existing customers, permitting the use of reclaimed water, establishing a customer's allocation, determining requirements and incentives for providing customer owned on-site storage, providing incentives for customers supplementing with stormwater, and defines the customer's responsibility regarding the delivery of reclaimed water service.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input checked="" type="checkbox"/> Ordinance            Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> COUNTY ATTORNEY <b>Division:</b> No Divisions <b>By:</b> Michael D. Jacob

**Background:**

Lee County Utilities (LCU) has provided reclaimed water service since the original Fort Myers Beach Wastewater Treatment Plant (WWTP) reclaimed water system was developed in late 1980's. At that time the reclaimed water system was relatively small, had very few reclaimed water customers and the focus of the program was effluent disposal. Since that time, LCU's reclaimed water system has grown extensively. This growth has included expansion to LCU's original Fort Myers Beach WWTP system combined with the acquisition of two private utilities, each with reclaimed water systems of their own

<b>Required Review:</b>					
<b>Richard Wm. Wesch</b>	<b>Anne Henkel</b>	<b>Peter Winton</b>	<b>Peter Winton</b>		
COUNTY ATTORNEY	Budget Analyst	Budget Services	County Manager		

(Florida Cities Water Company and Gulf Environmental Service). LCU's reclaimed water systems now consist of extensive transmission and distribution systems providing reclaimed water to more than seventy customers. The majority of these sites (fifty-two) are high volume users that include golf courses, residential communities and commercial sites. The remaining sites are County owned parks and road right of ways.

The focus of the reclaimed water program has evolved from a means of effluent disposal to the management of a valuable water resource.

Florida Administrative Code 62-610.491(1)(c) requires LCU have control of individual users of reclaimed water through either detailed agreements or by local ordinance. LCU has been complying with this requirement through the use of individual formal agreements executed with each reclaimed water customer. Due to the acquisition of two private utility systems, terms and conditions included in these formal agreements are variable, resulting in inconsistency in the delivery of service conditions. The growth in the number of reclaimed water customers, the variations in the existing reclaimed water agreements, and the evolution to a resource based program has necessitated the need for a more practical and consistent method for maintaining customer control. Therefore, LCU proposes transition from an agreement based program of control to a standardized ordinance based program.

The proposed Ordinance based program provides benefits to both the reclaimed water customers and the County. The proposed Ordinance based program with a standard permit system to provide control of reclaimed water to customers is more efficient than providing this control through individual formal agreements. Changing conditions can then easily be addressed through a staff level permit revision, as opposed to revising a formal agreement which results in additional workload for County Attorney's Office staff and review/approval by the Board of County Commissioners. Addressing condition changes through revision of a permit will also provide much quicker response to the reclaimed customers.

The new Ordinance based program also refocuses LCU's reclaimed water program from a means of effluent disposal to management of a valued resource. It provides improved management in distributing reclaimed water among customers to maximize use of the resource. The procedures and policies set forth in the Ordinance provide assurances to both the customers and the County regarding details related to the delivery and utilization of reclaimed water.

The proposed Ordinance establishes procedures for determining the availability of reclaimed water, applying for reclaimed water service, evaluation of potential and existing customers, permitting the use of reclaimed water, establishing a customer's allocation, determining requirements and incentives for providing customer owned on-site storage, providing incentives for customers supplementing with stormwater, and more explicitly defines the customer's responsibility regarding the delivery of reclaimed water service. Providing the required customer control through an Ordinance, with a reclaimed water customer permit system, will enhance control of the resource while streamline the processes of providing reclaimed water to LCU customers.

1. Draft Ordinance
2. FAIS Form



**LEE COUNTY ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE RELATING TO THE LEE COUNTY UTILITIES RECLAIMED WATER SYSTEM; PROVIDING FOR SHORT TITLE, PURPOSE AND TERRITORIAL SCOPE; PROVIDING FOR DEFINITIONS; PROVIDING FOR RESPONSIBILITIES OF LEE COUNTY UTILITIES; PROVIDING FOR RESPONSIBILITIES OF RECLAIM CUSTOMERS; PERTAINING TO MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR CODIFICATION, INCLUSION IN CODE AND SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Board of County Commissioners of Lee County, Florida is the governing body in and for Lee County, Florida; and

**WHEREAS**, the Board of County Commissioners of Lee County, Florida is authorized pursuant to Chapter 125, Florida Statutes, to enact Ordinances necessary in the exercise of its powers; and

**WHEREAS**, the County operates Publicly Owned Treatment Works (POTW) which produce reclaimed water for beneficial use by entities within unincorporated Lee County; and

**WHEREAS**, reclaimed water offers an environmentally sustainable method for managing treated wastewater disposal, conserving potable water sources and providing alternative water supplies for beneficial uses; and

**WHEREAS**, Section 403.064, F.S. encourages the use of reclaimed water, considers its use as being in the public interest and a critical component of meeting the states existing and future water supply needs while sustaining natural systems; and

**WHEREAS**, as part of a Florida Department of Environmental Protection permit application, Florida Administrative Code 62-610.491 requires that Lee County submit documentation of controls on individual Customers of reclaimed water through detailed agreements, permits, or by local ordinance; and

**WHEREAS**, application of reclaimed water on public access facilities shall be controlled by permit in accordance with Florida Administrative Code 62-610. 491.

**NOW AND THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA:**

**SECTION ONE: SHORT TITLE, PURPOSE AND APPLICABILITY**

- A. This Ordinance will be known and cited as the “Lee County Reclaimed Water Ordinance”.
- B. The purpose of this Ordinance is to establish uniform requirements and a program of inspections and permitting for customers of all of Lee County’s Reclaimed Water Systems and enable the County to comply with all applicable Federal and State laws, including the Clean Water Act (33 USC 1251 et seq.), and Chapters 62-600, 62-601, and 62-610 Florida Administrative Code. As part of the program, Lee County Utilities (LCU) shall implement the following objectives:
  - 1. To distribute reclaimed water, generated at a POTW owned and maintained by LCU for beneficial use;
  - 2. To prevent any discharges of reclaimed water resulting in a violation of Federal or State laws governing the use of reclaimed water;
  - 3. To protect the life, health, and safety of the general public and to provide for the equitable distribution of costs, including administration, implementation, and enforcement of the reclaimed water program established herein;
  - 4. To enable LCU’s POTWs to comply with all permits, and all Federal and State laws to which they are subject; and
  - 5. To promote and improve opportunities for the beneficial use of reclaimed wastewater.
- C. The Ordinance is applicable to existing and proposed LCU regional reuse service areas.

**SECTION TWO: DEFINITIONS**

For the purpose of this article, the following words and phrases are defined and shall have the meaning assigned except in those instances where the context clearly indicates a different meaning. The words "Shall" and "Will" are mandatory and not discretionary. The word "May" is permissive.

- A. Allocation shall mean the amount of reclaimed water provided to a Customer through an issued permit for the delivery and use of reclaimed water. The allocation will initially be based on the availability of reclaimed water and the application rate, as expressed in million gallons per day (MGD) and delivered over a twenty-four (24) hour period. The allocation may change over time at the discretion of LCU.
- B. Applicant shall mean any property owner, person or entity that is requesting for their use reclaimed water service from LCU by applying for a reclaimed water use Permit.

- C. Approved Cross Connection Control Assembly shall mean a mechanical assembly that has been approved to prevent backflow and back-siphonage to LCU's potable and reclaimed water systems, as per the LCU Design Manual.
- D. Available Reclaimed Water shall mean an amount of reclaimed water, above and beyond the amount required to meet existing Customer's demand during low flow/high demand period as determined by LCU.
- E. Calculated Irrigation Demand shall mean the irrigation demand for a given property based on the irrigated acreage and as calculated by the Blaney-Criddle method, or currently accepted method utilized by the SFWMD for water use permitting.
- F. Cross Connection shall mean any physical arrangement whereby LCU's public water system is connected, directly or indirectly, with any other water supply, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage, or other wastes or liquids of unknown or unsafe quality, which may be capable of imparting contamination to the public water system, as a result of backflow. By-pass arrangements, jumper connections, removable sections, swivels or changeable devices, or other temporary or permanent devices, through which or because of which, backflow could occur are considered to be cross-connections.
- G. FDEP shall mean the Florida Department of Environmental Protection.
- H. On-site storage shall mean a storage feature owned, operated, and maintained by the Customer and located on the Customer's property.
- I. Point of Delivery (POD) shall mean the location where LCU's reclaimed water system is physically connected to the Customer's reclaimed water system and represents where LCU's responsibility ends and the Customer's responsibility and liability begins. The POD, unless otherwise specified, will be at the point where the downstream section of the meter assembly goes into the ground on the Customer's side of the meter.
- J. Premises shall mean a parcel of real estate or portion thereof including any improvements thereon which is determined by the Coordinator to be a single Customer for the purposes of receiving, using and paying for reclaimed water services.
- K. Public Utilities Director shall mean the person designated by the County Manager to administrate the activities of the Public Utilities Division, supervise the operation of the POTW, maintain records of such operation, prepare operating budgets and make recommendations to Board of County Commissioners concerning activities within his/her responsibility and authority.
- L. Reclaimed Water shall mean wastewater that has received the treatment established by the Florida Administrative Code (FAC), Rule 62-610.460, currently defined as wastewater that meets, at a minimum, secondary treatment and high level disinfection.

This definition includes reclaimed water that has been augmented with a supplemental water supply such as ground or surface water.

- M. Reclaimed Water Application Rate shall mean the irrigation application rate generally recommended by the SFWMD, currently being calculated utilizing the Blaney Criddle calculation.
- N. Reclaimed Water Coordinator, hereafter known as the Coordinator, shall mean the person designated by the Lee County Public Utilities Director to manage the reclaimed water program, and who is charged with certain duties and responsibilities established by this Ordinance.
- O. Reclaimed Water System shall mean all LCU owned elements that function to convey and distribute reclaimed water including all land and easements, buildings and structures, transmission and distribution pipes, reservoirs, supplemental water supply production and pumping facilities, metering equipment, equipment and machinery, and other appurtenances necessary to provide reclaimed water to Customers.
- P. Reclaimed Water Customer, hereafter known as Customer, shall mean any existing permitted entity receiving reclaimed water such as, but not limited to, golf courses, homeowners associations or other associations with the legal authority to make binding determinations on behalf of the association, its members, its unit owners, or shareholders of such association, corporations, or owner(s) of developed property.
- Q. Reclaimed Water Use Permit, hereafter known as Permit, shall mean a written instrument between the Customer and the County, by which a Customer agrees to abide by all rules and regulations pertaining to reclaimed water. The Permit designates allocation, point of delivery, areas where reclaimed water will be used, and other contractual obligations.
- R. Reclaimed Water Requirements shall mean any substantive or procedural requirement related to reclaimed water, imposed on a reclaimed water customer.
- S. Reclaimed Water Review Committee shall mean a panel made up of the following individuals whose main function is to review Customer appeals relating to permit issues: Public Utilities Director or designee, Wastewater Manager or designee, Engineering Manager or designee, Coordinator or designee, Natural Resources Director or designee, and County Attorney or designee.
- T. SFWMD shall mean the South Florida Water Management District.
- U. Supplemental Water Supply shall mean a non-potable groundwater, stormwater, or surface water utilized to supplement the supply of reclaimed water by either LCU or a Customer.

**SECTION THREE:**                    **RECLAIMED WATER AVAILABILITY**

- A. Requests for reclaimed water service shall be submitted, in writing to the Coordinator. Requests shall include the following:
  - 1. General information including name, address, telephone number of the applicant, owner, and any agent or consultant. Physical address and STRAP number of the property to be served.
  - 2. Site specific data required to calculate the initial reclaimed water allocation. This will include irrigated acreage, anticipated demand, and any other desired uses of the reclaimed water, such as cooling towers or dust control.
- B. LCU will determine the availability based on the location and capacity of existing reclaimed water distribution system, flow to the POTW, and current committed reclaimed water capacity.
- C. LCU shall not allocate more reclaimed water than can reasonably be made available during the low flow/high demand period as determined by LCU. The amount of reclaimed water available for allocation to Customers will be determined as follows: The lowest three month running average daily flow of wastewater influent available for treatment; Plus: the daily reliable flow from supplemental water supplies; Minus: the total of all Customer's Permit allocations for the reclaimed water system.
- D. LCU will not add any additional Customers to the reclaimed water system unless a sufficient supply of available reclaimed water exists during the low flow/high demand period.
- E. LCU will not add any additional Customers if the addition will reduce LCU's delivery of reclaimed water to existing Customers.
- F. Upon determination of whether reclaimed water is available, the applicant will be notified. At that time, an applicant wishing to obtain reclaimed water must complete an Application as described below.
- G. If LCU determines that reclaimed water is not available at the time of the Applicant's request the Applicant request will remain on file. The Applicant will be placed on a waiting list for reclaimed water.

**SECTION FOUR:**                    **RECLAIMED WATER USE PERMIT APPLICATIONS**

- A. Time Line For Reclaimed Water Use Permit Applications. Existing and potential new Customers desiring to obtain a permit shall apply as follows:
  - 1. Potential new Customers shall apply for and obtain a permit at least ninety (90) days prior to connecting to the Reclaimed Water System.

2. Existing Customers wishing to apply for an increased allocation shall apply to the Reclaimed Water Coordinator at least ninety (90) days before the new allocation is to be effective.

B. Reclaimed Water Use Permit Application. Applicants desiring to obtain a permit shall submit, to the Coordinator, a completed application. The application shall include all information necessary to calculate customer allocation. Information required includes the following:

1. General information including name, address, telephone number of the applicant, owner, and any agent or consultant. Physical address and STRAP number of the property to be served.
2. Site specific information required to calculate the initial reclaimed water Allocation. This will include irrigated acreage, anticipated demand, and any other desired uses of the reclaimed water, such as cooling towers or dust control.
3. Site specific information shall be required including but not limited to:
  - a. A location map showing the general location of the site.
  - b. A site map showing property boundaries, area of property to be irrigated, and the existing or proposed point(s) of delivery.
  - c. A legal description of the property that is currently served or is proposed to be served with reclaimed water.
  - d. Identify any supplemental source(s) in use or proposed. If a supplemental source(s) is in use or proposed, provide the SFWMD Water Use Permit Number for this source(s).
  - e. Identify any on-site existing or proposed reclaimed water storage structures, including their volume.
  - f. If the applicant's property is located in an area with limited fresh water resources, please provide documentation demonstrating that fresh water resources are limited in the area of the property.
  - g. Submit plans and specifications of the connection to LCU's reclaimed water system as required by the LCU Design Manual.
4. Any other information determined by the Coordinator to be necessary to evaluate the Permit application.
5. Certification Statement signed by the property owner.

6. An application will be deemed incomplete until all the required information has been provided to the Coordinator.
- C. Incomplete Applications. The Coordinator will act only on complete applications. Persons submitting incomplete applications shall be notified within thirty (30) days that the application is deficient, the nature of such deficiency and shall be given thirty (30) days to correct the deficiency. If the deficiency is not corrected within the thirty (30) days the Coordinator may deny the Permit or deem the application withdrawn and notify the applicant in writing of such action.
  - D. Evaluation of Applications. Upon receipt of a complete application, the Coordinator shall review and evaluate all data furnished by the Applicant and shall deny or issue the Permit with reasonable conditions and requirements.
  - E. Reclaimed water will be allocated by the Coordinator using the following criteria:
    1. the Applicant's commitment to provide system infrastructure;
    2. the Applicant's position on the reclaimed water waiting list;
    3. whether the Applicant has limited freshwater resources available;
    4. the Applicant's commitment to provide water storage that provides a benefit to the reclaimed water system;
    5. the Applicant's commitment to provide on-site water storage for their use;
    6. the Applicant's SFWMD Permit allocation; and
    7. the Applicant's commitment to supplement the supply of reclaimed water with stormwater.

**SECTION FIVE:**                      **PERMIT REQUIREMENTS**

- A. Limitations on Allocation – The initial limitations placed on allocations will be determined at time of issuance of the Permit. If reclaimed water is proposed to be used for landscape irrigation, a Customer's Permit allocation shall not exceed the Customer's calculated irrigation demand for the development. Allocations for uses other than irrigation of landscape shall be determined and limited based on the water demand for the specific use. The applicant shall provide an analysis, such as an Engineer's report or other documentation requested by LCU, to demonstrate the demand for water for that specific use.

## B. Reclaimed Water Storage

1. All applicants with a demand for reclaimed water exceeding 50,000 gallons per day shall provide on-site storage.
2. Reclaimed water storage can take several forms, including but not limited to, the following; a lake or pond isolated from the storm-water treatment system, a lake or pond that is part of a storm-water treatment system with sufficient capacity to serve its function as both storm-water treatment and reclaimed water storage, a Class 5 Underground Injection Control permitted Aquifer Storage and Recovery (ASR) well, or a storage tank. On-site storage facilities shall be designed and operated in accordance with Federal, State and Local regulations pertaining to the storage of reclaimed water.
3. The capacity of on-site storage shall, at a minimum, be equal to the annual average daily demand for the customer being served. An Applicant is encouraged to and may develop storage capacity exceeding the minimum criteria.
4. Storage capacity will be expressed in days. The capacity of reclaimed water storage developed on the customer's site for their use will be calculated based on the aerial extent and operating range of the storage feature. For example, a one acre storage pond that is designed to start filling at an elevation of 10.0 feet and stop filling at 12.0 feet (2 foot operating range) would have a storage volume of 651,658 gallons (43,560 sq.ft. X 2 ft. X 7.48 gal./cu.ft.). If the customer's allocation is 325,829 gallons per day this would represent two days of storage (325,829 X 2 = 651,658).
5. If storage is being provided for use by LCU, the number of days of storage will be calculated based on the current annual average daily flow of reclaimed water being produced by the wastewater treatment facility that will be providing service to the Applicant. For example; if the Applicant proposed providing nine million gallons of storage capacity for LCU's use and the current annual average daily flow to the wastewater treatment plant is three million gallons per day, the Applicant is offering three days of storage. The volume of reclaimed water storage will be calculated as described in Section 5, B, 4 above.

## C. Water Meter Requirements

1. Any reclaimed water meter that is less than or equal to three inches in size shall be an in-ground meter.
2. In-ground meters may be located in County owned or maintained right of way or a dedicated easement.
3. Any reclaimed water meters that are greater than 3 inches in size must be an above ground meter that is located on the property owner's site.



4. Property owners that locate meters outside of a County owned or maintained right of way must provide an access easement to Lee County for installation, maintenance, and replacement of each meter or meter station.
5. Based on site specific conditions an easement granted to LCU may be required to accommodate infrastructure that is located on the customer's site.

**SECTION SIX:**                      **PERMIT RESTRICTIONS**

A.     General

1.     Customers shall abide by the Permit and all Federal, State and Local regulations.
2.     Customers shall not discharge reclaimed water directly into the Waters of the State without notification to LCU documenting written authorization from SFWMD and FDEP.
3.     Reclaimed water service will be discontinued if a Customer does not comply with the requirements of this Ordinance and all applicable rules, laws, and regulations for the application of reclaimed water, including, but not limited to, all applicable regulations included in Florida Administrative Code (F.A.C.) Chapter 62-610.
4.     Every permit issued is subject to and limited by the terms of this Ordinance.

B.     Cross Connections

1.     Cross-connection of reclaimed water systems with any other water supply source or system is specifically prohibited.
2.     An approved cross connection control assembly, per the LCU Design Manual, shall be installed on any potable water line serving property also served by reclaimed water.

C.     Setback Requirements

1.     Plans for subdivisions and commercial sites that include provisions for reclaimed water service shall include a survey of all surrounding property for the purpose of identifying the existence of potable water wells within 200 feet of the boundary of any proposed reclaimed water application area. Reclaimed water application systems will not be considered or permitted within 75 feet of an existing or proposed FDEP or FDOH permitted potable water supply well.
2.     Minimum horizontal and vertical pipe separations shall be maintained between reclaimed water mains and existing potable water or sewage mains in accordance with the F.A.C. Chapter 62-610.

3. Reclaimed water irrigation systems located within 100 feet of public eating, drinking, or bathing facilities shall utilize low trajectory spray heads, or methods approved by LCU to reduce aerosol drift.
4. Reclaimed water irrigation systems shall be constructed and operated so as to minimize over-spray onto impervious surfaces, such as sidewalks, roadways, etc. or ponding.

D. Signage and Identification

1. All sites utilizing reclaimed water shall be required to provide County approved public notice signs at all entrances identifying the area as a reclaimed water use area. Non-irrigation Customers of reclaimed water shall provide similar notification signage at the point of reclaimed water use. All signage shall comply with F.A.C. Chapter 62-610.
2. All reclaimed water transmission lines shall be color-coded and/or labeled to specifically identify the piping as reclaimed water lines.
3. All new subdivisions and site plans shall specify the use of pantone purple colored pipe as the standard material for reclaimed water service lines or other materials approved by the LCU Design Manual. All reclaimed water service lines shall include a locking curb stop and tag/label identifying the use of reclaimed water.

E. Prohibited Uses

1. Reclaimed water shall not enter any residential dwelling for any purpose.
2. Reclaimed water shall not be designated as a fire protection source.
3. There shall not be any above ground hose bib connections to the reclaimed water system. All hose bib connections must be located in below grade, locked vaults, and clearly labeled as being non-potable.
4. Reclaimed water shall not be used to fill swimming pools, hot tubs, wading pools, spas, or similar facilities. Tanker trucks used for transporting products intended for human consumption are prohibited from transporting reclaimed water.
5. Use of reclaimed water for any purpose other than those allowed by the F.A.C. Chapter 62-610.
6. Reclaimed water for a purpose other than urban landscape irrigation without authorization by LCU.

- F. Maintenance. The Customer shall take full responsibility for the design, construction, permitting, financing, compliance, operations, maintenance, and repair of the reclaimed water system downstream of the POD. This shall include any customer's instrumentation that is required to interface with LCU's reclaimed water meter station. Should the customer not maintain the equipment as required, LCU reserves the right to provide required maintenance and place a charge for time and materials on the Customer's water and sewer bill. Failure to timely pay the charge may result in termination of service to the property.
- G. Reclaimed Water Use Permit Requirements and Restrictions. Issuance of a Permit shall not relieve the customer from complying with all other applicable State, Federal and local laws and regulations. The customer shall be responsible for all costs associated with satisfying Permit conditions, requirements, and restrictions. The customer will be inspected by the Coordinator at least once per year.
- H. Reclaimed Water Use Permit Modifications. The terms, conditions or requirements of any Permit are subject to modification and change by the Coordinator during the term of the permit for good cause, including, but not limited to the following reasons:
1. To incorporate any new or revised Federal, State, or local standards or requirements;
  2. A change in the POTW that requires either a temporary or permanent reduction of the Customer's allocation;
  3. Violation of any terms or conditions of the Permit;
  4. Failure of the Customer to accept the provided allocation;
  5. Misrepresentation or failure to disclose all relevant facts in the Permit Application or in any required reporting; or
  6. To correct typographical or other errors in the Permit.
- I. Transition of Existing Customers to Permit. Upon enactment of this Ordinance existing Lee County Utilities reclaimed water customers will be transitioned from existing agreements to permits. This transition will be completed over a three year period.
- J. Civil Penalties. Each Permit shall contain a section describing potential civil penalties associated with noncompliance. **Applicant's Right To Object.** Upon denial or receipt of the Permit, the applicant shall have thirty (30) days to file in writing objections to the denial or any term or condition of the Permit. If the applicant files no objections within this time, the Permit is deemed to be accepted. If the applicant files no objections to a Permit denial within this time, the failure to file shall constitute a waiver of the right to file objection to the Permit denial.

- K. Appeal. Should an applicant decide to file a written objection, an appeal will proceed as follows:

Written Objections: The Public Utilities Director shall submit to the Reclaimed Water Review Committee the proposed Permit conditions and the applicant's written objection thereto at a meeting of the committee. The Reclaimed Water Review Committee shall schedule a hearing within ninety (90) days following the submission by the Public Utilities Director of the proposed Permit and written objections, unless such time be extended for just cause or agreed to by the Parties. The Public Utilities Director shall notify the applicant of the date, time, place and purpose of the hearing scheduled before the Committee. The Committee shall determine whether the proposed conditions are reasonable or whether the basis for denial is founded on competent substantial evidence. The Committee may establish or revise the relevant Permit conditions as it deems advisable to ensure compliance by the applicant with this Ordinance, applicable law or regulation and a Permit will be issued to the applicant accordingly.

- L. Revocation of Reclaimed Water Use Permit: Any Permit issued under the provisions of this Ordinance is subject to be modified, suspended or revoked in whole or in part for cause shown including, but not limited to any one of the following:

1. Violation of any terms or conditions of the Permit or other applicable law or regulation.
2. Obtaining a Permit by misrepresentation or failure to disclose, fully, all relevant facts.

- M. No person shall maliciously, willfully, or deliberately break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment, which is part of the reclaimed water system.

**SECTION SEVEN: PERIODIC EVALUATION OF PERMITTED CUSTOMERS**

- A. LCU will evaluate the usage of reclaimed water by existing customers periodically to assess whether a permitted Customer is utilizing their full allocation. Since reclaimed water is a valuable and finite resource, LCU wishes to allocate it to Customers who will capitalize on the resource. In the event that a Customer is found to have used less than 75% of their allocation over the course of the past year, LCU will contact the Customer to discuss potential causes for the disproportion. LCU will work with the Customer to resolve any issues that may be causing the disproportional use. If, after a reasonable amount of time, the Customer is unable or unwilling to rectify the disparity between the Permit allocation and the actual use, LCU reserves the right to decrease the Permit allocation.

- B. In addition, Customers will periodically be evaluated according to the following criteria:
1. any actions or lack of actions that have compromised LCU's regulatory compliance;
  2. the Customer's compliance with their existing reclaimed water permit;
  3. whether the Customer has limited fresh water resources available;
  4. the Customer's historical use of reclaimed water as it relates to their permitted allocation;
  5. the volume of reclaimed water storage provided by the Customer that provides a benefit to the reclaimed water system;
  6. the volume of reclaimed water storage provided for their use;
  7. the Customer's SFWMD water use permit allocation and their compliance with that permit, if any.

These criteria will be utilized for decisions regarding delivery of reclaimed water at the discretion of LCU.

## **SECTION EIGHT**

## **SUSPENSION OR TERMINATION OF SERVICE**

- A. LCU may interrupt, temporarily suspend or discontinue service to the entire reclaimed water system, or any portion thereof as may be deemed necessary and appropriate by LCU or by any regulatory authority, which may include, but is not limited to: unavailability of source water due to a lack of influent to the wastewater reclamation facilities, process failure, noncompliant reclaimed water, equipment or material failure in the System, emergency system repairs or maintenance.
- B. LCU will not be liable to Customers for failure to deliver reclaimed water for any reason.
- C. If reclaimed water demand exceeds the reclaimed water supply, reclaimed water service will be limited. During these times, every effort will be made by LCU to provide each Customer their pro-rata share of available reclaimed water. The pro-rata share will be calculated in the following manner:

$$\frac{\text{Customer's Permit Allocation}}{\text{Total of All Permit Allocation}} \times \text{Available Amount of Reclaimed Water}$$

- D. LCU has the necessary facilities and capability to augment LCU's reclaimed water system with certain non-potable water resources in order to enhance the application of reclaimed water with supplemental water for irrigation or other approved purposes. All aspects of LCU's use of such supplemental water to enhance the reclaimed water

system, such as timing, volumes, blending, and distribution will be exclusively at LCU's considered discretion.

**SECTION NINE:**                    **ENTRY AND INSPECTION**

- A. Entry: All permitted Customers shall allow the Coordinator and other duly authorized employees of the County bearing proper credential and identifications access at all reasonable times to the premises for the purpose of inspection, observations, records examination, measurement, and testing in accordance with the provisions of this Ordinance. The refusal of any Customer to permit entry to or upon the premises of the Customer for the purposes of inspection shall constitute a violation of a condition of the Permit and the terms of this Ordinance and may result in termination of service.
  
- B. Inspection: The Coordinator or the Coordinator's designee may inspect the facilities of any Customer, to ascertain compliance with this Ordinance and all other requirements.

**SECTION TEN:**                    **FEES**

- A. Applicable charges or fees shall be set forth to provide for the recovery of costs from Customers of reclaimed water.
  
- B. Customers shall be responsible for payment of rates fees and charges as adopted by the Lee County BOCC.

**SECTION ELEVEN:**                    **ENFORCEMENT AND PENALTIES**

- A. This Ordinance may be enforced by the Coordinator or Lee County Code Enforcement Officer. Whenever the Coordinator determines or has reasonable cause to believe that a violation of the provisions of this Ordinance or the Permit issued in accordance with this Ordinance has occurred, the Coordinator shall:
  - 1. Provide written Notice of the Violation identifying the nature of the violation, the method for abating the violation, and, if the violation cannot be abated within 10 days, a reasonable time to comply. If the violation is not corrected within the time specified in the Notice of Violation, the Coordinator may terminate the delivery of reclaimed water without further notice. The delivery of reclaimed water will be restarted once the Coordinator finds that the violation has been corrected.
  
  - 2. If the type of violation will result, or has resulted, in the discharge of reclaimed water into the Waters of the State, or has the potential to result in LCU noncompliance with POTW Operating Permits Issued by DEP, the delivery of reclaimed water will be terminated immediately, without providing time for correcting the violation. Notice of the Violation will be provided in accordance with subsection 1 above. The delivery of reclaimed water will be restarted once the Coordinator finds that the violation has been corrected.

3. Failure of the Coordinator or their designee to provide any of the notices of violation referred to in Section 10, above shall not in any way, relieve the Customer from any consequences of wrongful or illegal operation of their reclaimed water system.
  4. Notice must be provided in accordance with one of the following:
    - a. Certified mail, and at the option of the County return receipt requested, to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database;
    - b. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation;
    - c. Hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the local governing body;
    - d. Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or,
    - e. In the case of commercial premises, leaving the notice with the manager or other person in charge.
- B. At the discretion of the Coordinator, the following alternative enforcement methods may be utilized for enforcement of this Ordinance or the terms and conditions of the Permit.
1. Citation: A person may be issued a civil citation by the Coordinator or Lee County Code Enforcement in accordance with § 162.21, F.S., (et. seq.) when, based upon personal investigation, the Coordinator or Code Enforcement Officer has reasonable cause to believe that the person has committed an infraction in violation of this Ordinance and that the county court will hear the charge.
  2. Other Actions: Nothing contained in this Ordinance shall prohibit the County from enforcing this Ordinance by any other means including, without limitation, Code Enforcement Actions, a suit seeking the issuance of an injunction, damages or other appropriate relief to enforce the provisions of this Ordinance.
- C. Emergency Termination of Service: In the event of an actual or threatened unlawful discharge of reclaimed water which may present an imminent endangerment to the health and welfare of persons or the environment, the Public Utilities Director shall terminate the service of such Customer or Customers as necessary to abate the

condition. The Public Utilities Director will restore service as soon as the emergency situation has been corrected.

- D. Penalties. Any person who is found to have violated any provisions of this Ordinance or any condition of Permit issued hereunder, shall be subject to discontinuation of reclaimed water, issuance of a civil citation, or such other legal actions identified above. In addition to the penalties provided herein, the County may recover reasonable fees and costs incurred with enforcement of this Ordinance, including, but not limited to, reasonable attorney's fees and costs, any financial penalties imposed upon the County from State or Federal regulators as a result of the actions or inaction of a Customer.

**SECTION TWELVE: CONFLICT**

Whenever the requirements or provisions of this Ordinance are in conflict with the provisions of any other lawfully adopted Ordinance or statute, the most restrictive requirements will apply. Such agreement must meet all current federal, state, and local requirements for inter-municipal agreements.

**SECTION THIRTEEN: SEVERABILITY**

The provisions of this Ordinance are severable and it is the intention to confer the whole or any part of the powers herein provided for. If any provision, paragraph, word, section or article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.

**SECTION FOURTEEN: MODIFICATION**

It is the intent of the Board of County Commissioners that the provisions of this Ordinance may be modified as a result of consideration that may arise during Public Hearing(s). Such modifications shall be incorporated into the final version.

**SECTION FIFTEEN: CODIFICATION, INCLUSION IN CODE AND SCRIVENER'S ERRORS**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance will become and be made a part of the Lee County Code; and that sections of this Ordinance may be renumbered or re-lettered and that the word "Ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this Ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the County Manager, or the County Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Clerk of Circuit Court.



**SECTION SIXTEEN: EFFECTIVE DATE**

This Ordinance will take effect upon its filing with the Office of the Secretary of the Florida Department of State.

Commissioner \_\_\_\_\_ made a motion to adopt the foregoing ordinance, seconded by Commissioner \_\_\_\_\_. The vote was as follows:

John Manning	_____
Cecil L Pendergrass	_____
Larry Kiker	_____
Brian Hamman	_____
Frank Mann	_____

DULY PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
John Manning, Chair

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

By: \_\_\_\_\_  
Office of the County Attorney

**LEE COUNTY, FLORIDA  
FINANCIAL & ADMINISTRATIVE IMPACT STATEMENT  
PROPOSED COUNTY ORDINANCE**

**NAME OF ORDINANCE: Lee County Reclaimed “Reuse” Water Ordinance**

I. DESCRIPTION OF ORDINANCE

A. Statement of Purpose

Florida Administrative Code requires providers of reclaimed water to have control of customer resource delivery and management through agreements or ordinance. The purpose of this ordinance is to replace existing Individual formal agreements between the County and each of reclaimed water customers with a permitting process to manage conditions for delivery and management of this resource that will apply a standard to all reclaim “Reuse” water customers in an collective equitable way.

B. Narrative Summary of Ordinance (Several Sentence Summary)

The proposed Ordinance provides procedures and conditions for applying for reclaimed water service from LCU, guidelines for establishing the availability of reclaimed water, determining the amount of reclaimed water LCU will commit to provide, customer storage and metering requirements and restrictions. The proposed Ordinance provides the controls required by Florida Administrative Code by establishing standard restrictions and requirements regarding compliance with Federal, State and local regulations, cross connection control, setbacks, signage, prohibited uses and customer’s equipment maintenance. The Ordinance establishes the process, procedures and conditions for obtaining a permit from Lee County Utilities to use reclaimed water. See attached Supplemental Information.

C. Principal Division(s) or Department(s) Affected (List)

Lee County Utilities  
Lee County Code Enforcement

**LEE COUNTY, FLORIDA  
FINANCIAL & ADMINISTRATIVE IMPACT STATEMENT  
PROPOSED COUNTY ORDINANCE**

**II. Fiscal Impact on County Agencies/County Funds  
(This section to be completed by Division of Budget Services)**

**A. What is estimated Demand?**

Lee County Utilities expects an initial moderate demand on staff time as existing reclaimed water users are transitioned from formal agreements to permits. This demand should taper off to minimal once all customers are operating under permits.

**B. What is estimated Workload?**

Following the initial moderate increase in workload to transition customers to permits, the workload of Utilities staff should decrease due to less effort required in maintaining permits as opposed to formal agreements. No additional Staff will be required to handle the temporary increase in workload.

**C. What are the estimated costs:**

	1ST YEAR \$'s		2ND YEAR \$'s	
	<u>Existing</u> <u>New</u>		<u>Existing</u> <u>New</u>	
PERSONNEL	No Change		No Change	
FRINGE	No Change		No Change	
OPERATING	No Change		No Change	
CAPITAL OUTLAY	No Change		No Change	
TOTAL				

**D. List the anticipated revenues to cover costs identified in II.C. above. If a fee is to be charged, answer the following:**

1. What is the basis (rationale) for the fee? There are no fees associated with the ordinance, and there is no permitting fee. The ordinance does allow for recovery of costs incurred for enforcement of the ordinance or penalties imposed upon the County by regulatory agencies as a result of actions taken by the reclaimed water customer.

2. Do the anticipated fees cover the full cost of operation? If not, what percentage of the costs are covered? There are no fees associated with the ordinance.

**E. Give a brief narrative analysis of the information contained in II.A. through D. above. Using an ordinance with a permit based system to provide for control of reclaimed water customers is more efficient than providing this control through formal agreements. Changing conditions can be addressed through a permit revision as opposed to revising a formal agreement resulting in additional workload for County Attorney's Office staff and review by the Lee County BOCC. Addressing changing conditions through revision of a permit also provides a quicker response to customer's needs. A brief increase in demand on staff time as a result of transitioning from formal agreements to permits is anticipated in the first year of operating under the Ordinance. Following the initial increase, the demand and workload should decrease with time as less effort is required to maintain permits as opposed to formal agreements.**

## Supplemental Information

Lee County Utilities (LCU) has provided reclaimed water service since the original Fort Myers Beach Wastewater Treatment Plant (WWTP) reclaimed water system was developed in late 1980's. At that time the reclaimed water system was relatively small, had very few reclaimed water customers and the focus of the program was effluent disposal. Since that time LCU's reclaimed water system has grown extensively. This growth was the result of expansion to LCU's original Fort Myers Beach WWTP system combined with the acquisition of two private utilities, each with reclaimed water systems of their own (Florida Cities Water Company and Gulf Environmental Service). LCU's reclaimed water systems now consist of extensive transmission and distribution systems providing reclaimed water to more than seventy customers. The majority of these sites (fifty-two) are high volume users that include golf courses, residential communities and commercial sites. The remaining sites are County owned parks and road right of ways. The focus of the reclaimed water program has evolved from a means of effluent disposal to the management of a valuable water resource.

Florida Administrative Code 62-610.491(1)(c) requires LCU have control of individual users of reclaimed water through detailed agreements or by local ordinance. LCU has ensured compliance with this requirement through the use of formal agreements executed with each reclaimed water customer. Due to the acquisition of two private utility systems, terms and conditions included in these formal agreements are variable, resulting in inconsistency in the delivery of service conditions. The growth in the number of reclaimed water customers, the variations in the existing reclaimed water agreements and the evolution to a resource based program has necessitated the need for a more practical and consistent method for maintaining customer control. LCU proposes transition from an agreement based program of control to a standardized ordinance based program.

The proposed Ordinance based program provides benefits to both the reclaimed water customers and the County. The new program refocuses LCU's reclaimed water program from a means of effluent disposal to management of a valued resource. It provides improved management in distributing reclaimed water among customers to maximize the use of the resource. The procedures and policies set forth in the Ordinance provide assurances to both the Customers and the County regarding the details related to the delivery and utilization of reclaimed water.

The proposed Ordinance establishes procedures for determining the availability of reclaimed water, applying for reclaimed water service, evaluation of potential and existing customers, permitting the use of reclaimed water, establishing a customer's allocation, determining requirements and incentives for providing customer owned on-site storage and more explicitly defines the Customer's responsibility regarding the delivery of reclaimed water service. Providing the required customer control through an Ordinance, with a Customer Reclaimed Water Permit system, will enhance control of the resource while streamline the processes of providing reclaimed water to LCU Customers.

Blue Sheet No. 20170222	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017	Item No. C5
----------------------------	---	-------------

**TITLE:**  
Approve reconveyance of a drainage easement to the fee property owner

**ACTION REQUESTED:**  
A) Approve reconveyance of a Drainage Easement Grant located in Section 21, Township 45 South, Range 24 East, in Fort Myers, further identified as a part of STRAP No. 21-45-24-00-00014.2000  
B) Authorize Chairman to execute the County Deed;  
C) Authorize Department of County Lands to handle all documentation necessary to complete transaction.

**FUNDING:**  
No funding is required

**WHAT ACTION ACCOMPLISHES:**  
Reconveys an easement to the underlying fee simple owner of the property, Avion Rentals, LLC. Florida Statutes §255.22 authorizes the County to reconvey property donated for a specific purpose, if a request is received from an adjacent (underlying) owner and the County has not used the property for the intended purpose for a period of 60 consecutive months. County staff reviewed this request and determined the easement has not been used by Lee County, nor are there any future plans to use this easement by the County.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input checked="" type="checkbox"/> Florida Statute Chapter 255.22 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> COUNTY LANDS <b>Division:</b> No Divisions <b>By:</b> Robert Clemens

**Background:**  
The subject Drainage Easement Grant was conveyed to Lee County and recorded August 31, 1983 in Official Record Book 1687, Page 2286, Public Records of Lee County, Florida. Avion Rentals, LLC is the present owner of the underlying fee simple interest in the property and is requesting the reconveyance of this easement (identified as part of STRAP No. 21-45-24-00-00014.2000).

Florida Statutes §255.22 authorizes the County to reconvey property donated for a specific purpose, if a request is received from an adjacent (underlying) owner and the County has not used the property for the intended purpose for a period of 60 consecutive months. County staff reviewed this request and determined the easement has not been used by Lee County, nor are there any future plans to use this easement by the County. Therefore, the statutory requirements for reconveyance have been met.

Attachments:  
 1. County Deed  
 2. Original easement document  
 3. Title Information  
 4. Letter from Owner's Engineer  
 5. Location Map

<b>Required Review:</b>					
Glen Salyer	Anne Henkel	John J. Fredyma	Randy Cerchie	Peter Winton	Peter Winton
COUNTY LANDS	Budget Analyst	County Attorney	TRANSPORTATION	Budget Services	County Manager

This Instrument Prepared by:

Lee County  
Department of County Lands  
Post Office Box 398  
Fort Myers, Florida 33902-0398



Part of STRAP No. 21-45-24-00-00014.2000

THIS SPACE FOR RECORDING

**COUNTY DEED**  
(Statutory)

**THIS DEED** is given this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 ("*County*" or *Grantor*"), to **Avion Rentals, LLC**, a Florida Limited Liability Company, whose address is 1557 Inventors Ct., Fort Myers, FL 33901 ("*Grantee*").

For and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the County grants and conveys to the Grantee, its heirs and assigns forever, all right, title and interest in a Drainage Easement Grant given to the County by Carissa Place, LTD, dated August 4, 1983, and recorded in the Public Records of Lee County, Florida, on August 31, 1983, in Official Records (O.R.) Book 1687, Page 2286, which aforesaid easement is more particularly described in attached Exhibit "A".

This deed conveys only the interest of the County and its Board of County Commissioners in that certain Drainage Easement Grant in attached Exhibit "A" and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF, the County has caused this County Deed to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said Board, the day and year first written above.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Type or Print Name]  
Deputy Clerk

\_\_\_\_\_  
[Type or print name]  
Chair / Vice-Chair



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

By: \_\_\_\_\_  
Office of the County Attorney  
Assistant County Attorney

## Exhibit "A"

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 21, Township 45 South, Range 24 East, and further bounded and described as follows:

Starting at the southeast corner of said Section 21; thence N 89 degrees 51' 16" W along the south line of said section for 1638.35 feet; thence N 00 degrees 08' 44" E for 548.02 feet; thence N 39 degrees 00' 18" E for 631.85 feet; thence N 50 degrees 59' 42" W for 120.00 feet; thence N 39 degrees 00' 18" E along the southeasterly right-of-way line of Lake McGregor Circle (50.00 feet wide) for 247.85 feet to the point of beginning, said point being on the centerline of a 12.00 feet wide drainage easement (6.00 feet on each side of centerline); thence S 50 degrees 59' 42" E along said centerline for 42.00 feet; thence S 21 degrees 15' 00" E along said centerline for 48.00 feet; thence S 50 degrees 59' 42" E along said centerline for 48 feet more or less to the waters of a lake and the terminus of said easement.

The side lines of said easement to be shortened or lengthened to provide a minimum width of 12.00 feet.



5004

1687 2286

EASEMENT

1706497

This Easement made the 4th day of August, 1983, by Carissa Place, LTD., a Florida Limited Partnership, hereinafter called the grantor, to LEE COUNTY, a political subdivision of the State of Florida, whose Post Office address is P. O. Box 398, Fort Myers, Florida, 33902, hereinafter called the grantee:

WITNESSETH

That the grantors for good and valuable considerations, the receipt thereof is hereby acknowledged, hereby grant, bargain, sell and transfer to the grantee a perpetual easement for purposes of providing drainage

to wit:

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 21, Township 45 South, Range 24 East and further bounded and described as follows:

Starting at the southeast corner of said Section 21; thence N 89 degrees 51' 16" W along the south line of said section for 1638.35 feet; thence N 00 degrees 08' 44" E for 548.02 feet; thence N 39 degrees 00' 18" E for 631.85 feet; thence N 50 degrees 59' 42" W for 120.00 feet; thence N 39 degrees 00' 18" E along the southeasterly right-of-way line of Lake McGregor Circle (50.00 feet wide) for 247.85 feet to the point of beginning, said point being on the centerline of a 12.00 feet wide drainage easement (6.00 feet on each side of centerline); thence S 50 degrees 59' 42" E along said centerline for 42.00 feet; thence S 21 degrees 15' 00" E along said centerline for 48.00 feet; thence S 50 degrees 59' 42" E along said centerline for 48 feet more or less to the waters of a lake and the terminus of said easement.....

The side lines of said easement to be shortened or lengthened to provide a minimum width of 12.00 feet.

IN WITNESS WHEREOF, the grantor has caused these presents to be signed this day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness: James H. McConnell

Grantor BY: CARISSA CORP., GENERAL PARTNER PRESIDENT

Witness: Bessie M. Kredler

Grantor ATTESTED TO SECRETARY

Documentary Tax Pd. \$ 45 Intangible Tax Pd.

STATE OF Florida ) COUNTY OF Lee ) SS: By: Sal Geraci

I hereby certify that this day before me, an officer duly qualified to take acknowledgments, personally appeared Herman Searcy and James C. Nairne, President and Secretary respectively to me know to be the person (s) described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of August, 19 83.

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXPIRES SEPT 11 1984 BONDED - \$100,000.00 - UNDERWRITERS

Notary Public (SEAL) Signature: Geraldine P. Roberts

This instrument prepared by: James H. McConnell 12934 Kenwood Lane, S.W., Suite Ft. Myers, FL 33907

Aug 31 3 43 PM '83 RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA RECORD VERIFIED

RECORDED - SAL GERACI, CLERK





---

**SCHEDULE A**

Name and Address of Title Insurance Company:  
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
400 Second Avenue South  
Minneapolis, MN 55401-2499

ORT File No.: 16070598

Policy Number: OXFL-08484087

Agent File No.: BT-201606-28

Amount of Insurance: \$100,000.00

Date of Policy: July 14, 2016 at 04:34 pm

1. Name of Insured:

Avion Rentals, LLC, a Florida limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Avion Rentals, LLC, a Florida limited liability company

4. The Land referred to in this Policy is described as follows:

A tract of land lying in Section 21, Township 45 South, Range 24 East, Lee County, Florida, described as follows: From the Northeast corner of Lot 7, Block 14, Fiesta Village First Addition, as shown in Plat Book 12, Page 135, of the Public Records of Lee County, Florida, run Southwesterly along the arc of a curve to the right, having a radius of 950.00 feet (chord bearing South 32°48'20" West - chord distance 131.64 feet) for 131.74 feet to a point in the Southerly line of Fiesta Way; thence along the Southerly line of same North 76°10'00" West for 70.00 feet to a point of curvature; thence run Northerly, Westerly and Southwesterly on the arc of a curve to the left having a radius of 199.49 feet (chord bearing North 69°32'08" West - chord distance of 47.00 feet) for 47.11 feet to the Point of Beginning of the lands herein described. From said Point of Beginning run South 03°28'19" East for 222.12 feet passing through an iron pin set at 160.55 feet; thence run South 39°00'18" West for 46.13 feet; thence run North 50°59'42" West for 220.00 feet to a point on the Southeast line of Fiesta Lane (50 feet wide); thence run North 39°00'18" East for 50.00 feet to a point of curvature; thence run Northerly, Westerly and Easterly along the arc of a curve to the right having a radius of 199.49 feet (chord bearing North 62°38'29" East - chord distance of 174.60 feet) for 180.72 feet to the Point of Beginning.

**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2016, and subsequent years. Not yet due and payable.
2. Lake Use Easement recorded in Book 1087, Page 343.
3. Non-exclusive and perpetual water pipeline easement grant recorded in Book 1612, Page 1712.
4. Lake Use Lease Agreement recorded in Book 958, Page 168.
5. Riparian rights are not guaranteed or insured. Title to no portion of the herein described land lying below ordinary high water mark is hereby insured.
6. This Policy does not insure title to the beds or bottoms of lakes, rivers or other bodies of water located on or within the land described in Schedule "A".
7. Covenants, conditions, restrictions, easements or servitudes, if any, appearing in the public records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or
8. national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
10. Riparian and littoral rights are not insured.
11. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes: encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
12. Easements or claims of easements not shown by the public records.
13. Covered Risk 2(c) on policy jacket is hereby excepted from coverage.

**NOTE:** All recording references in this commitment/policy shall refer to the Public Records of Lee County, unless otherwise noted.



**ENDORSEMENT**

Attached to Policy No. OXFL-08484087

Issued By

Old Republic National Title Insurance Company

ORT File No. 16070598

To be attached to and become a part of Policy No. OXFL-08484087

Schedule B, Item #14 is hereby added and reads as follows:

14. Easement to Lee County recorded in Official Records Book 1687, Page 2286.


ALL OTHER ITEMS AND CONDITIONS REMAIN THE SAME.


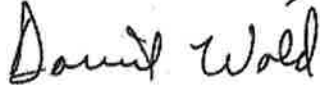
The total liability of the Company under said policy and any endorsement thereto shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement, when countersigned by an authorized officer or agent, is made a part of said policy as of the policy date thereof and is subject to the Schedules, Conditions and Stipulations and Exclusions from Coverage therein contained, except as modified by the provisions hereof.

Issued through the Office of:  
**BONITA TITLE INC**  
26381 S. Tamiami Trail  
Suite 300  
BONITA SPRINGS, FL 34134  
Phone: 239-948-2109

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

  
Authorized Signature

By  President  
Attest  Secretary

---

**From:** Javier Boral [<mailto:javier@boralengineering.com>]  
**Sent:** Thursday, December 22, 2016 4:31 PM  
**To:** Ehrnfelt, Paul  
**Cc:** 'Andres Boral'  
**Subject:** 1176 LAKE MCGREGOR DR., RECONVEYANCE

Hello Mr. Ehrnfelt,

Here is some of the information you requested concerning the reconveyance of a drainage easement on 1176 Lake McGregor Dr.

Address: 1176 Lake McGregor Dr., Fort Myers, FL 33919  
Legal: PARL IN SE ¼ OF SE ¼ AS DESC OR 0669/0228  
Strap: 21-45-24-00-00014.2000  
Folio: 10206504

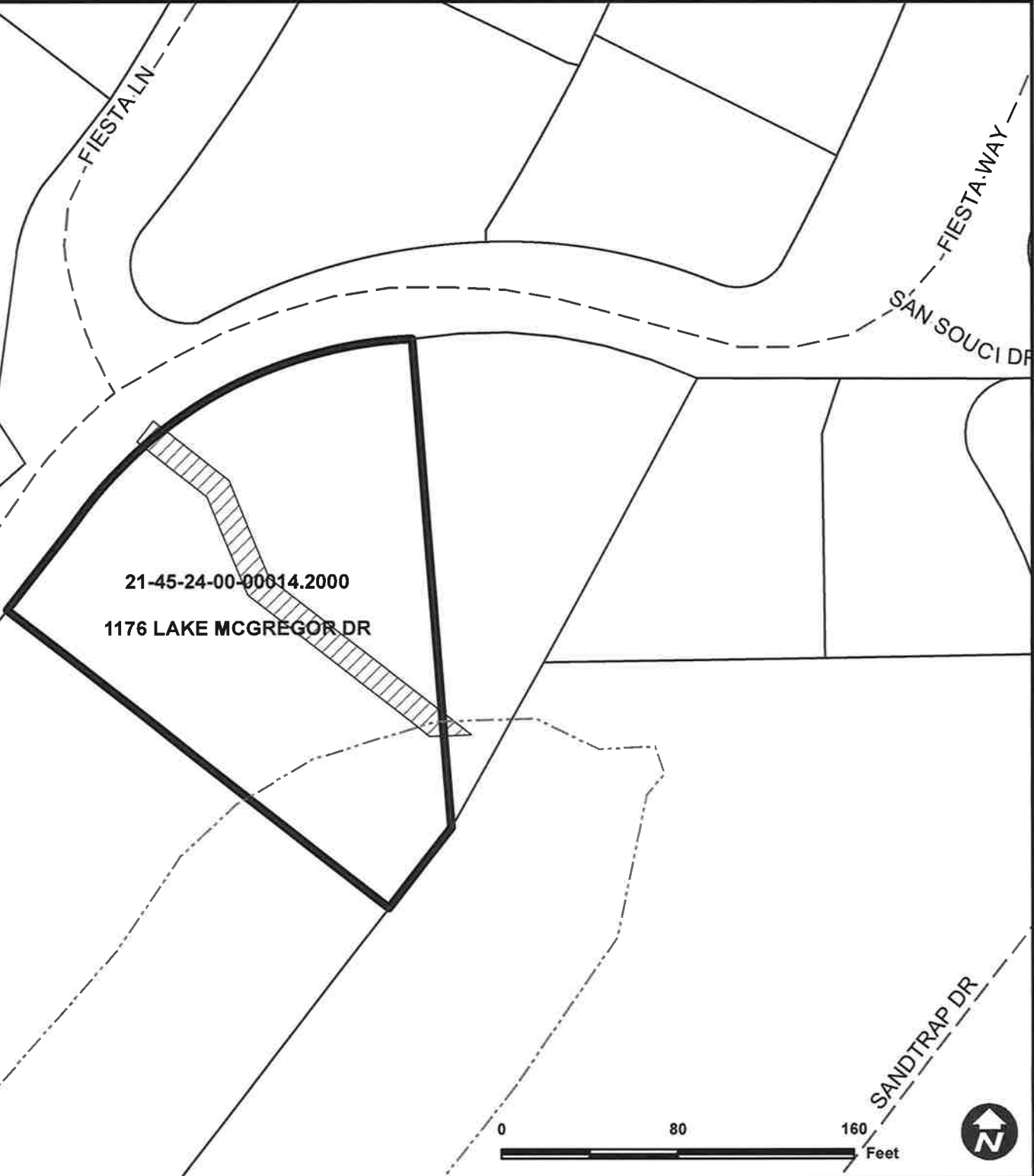
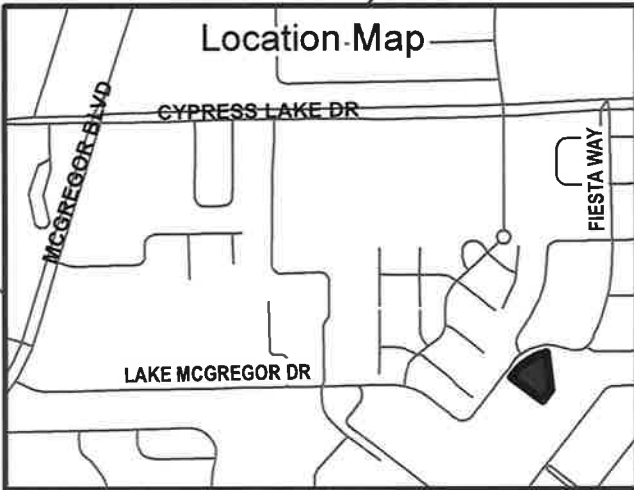
Also, please see attached files of title insurance with instrument number and a memorandum of the process for a reconveyance - \$255.22, Florida Statutes.  
Please let me know if you have any questions.

Sincerely,

**Javier Boral**  
Staff Engineer  
Boral Engineering & Design, Inc.  
[javier@boralengineering.com](mailto:javier@boralengineering.com)  
(P) 239-200-5512  
20626 East Golden Elm Dr.  
Esteros, FL 33928  
[www.boralengineering.com](http://www.boralengineering.com)



Location Map



21-45-24-00-00014.2000

1176 LAKE MCGREGOR DR



SUBJECT



Drainage Easement  
(OR 1687 / PG 2286)



3/31/2017

THIS IS NOT A SURVEY. THE GIS DEPARTMENT HAS PREPARED THIS MAP FOR INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE UNOFFICIAL DETERMINATIONS AND MAY NOT BE ACCOMPANIED BY WARRANTY OR GUARANTEE. WHILE THE DEPARTMENT HAS MADE EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION, INDEPENDENT VERIFICATION MAY BE REQUIRED.



<b>Blue Sheet No.</b> 20170223	<b>Lee County Board Of County Commissioners</b> <b>Agenda Item Report</b> <b>Meeting Date: 5/16/2017</b>	<b>Item No. C6</b>
-----------------------------------	--	--------------------

**TITLE:**  
Approve utility easement Exchange Agreement with Lee Memorial Health System

**ACTION REQUESTED:**  
 A) Approve a requested exchange of the County's interest in two public utility (Sewer/Water) easements located in Section 4, Township 46 South, Range 24 East, within the plat identified as Healthpark Florida West, for a new public utility easement from Lee Memorial Health System;  
 B) adopt a Resolution of Exchange;  
 C) authorize the Board Chair to execute an Agreement for Exchange of Real Property, and a County Deed releasing the easement interests;  
 D) authorize the Board Chair to accept a replacement Grant of Perpetual Public Utility Easement and execute and accept other documents to complete the exchange;  
 E) authorize County Lands Staff to execute and accept all documentation necessary to complete this transaction.

**FUNDING:**  
No funding is required

**WHAT ACTION ACCOMPLISHES:**  
Exchanges the County's interest in two existing public utility easements for replacement easements in order to accommodate construction of the Golisano Childrens Hospital and renovations to Healthpark Medical Center. This exchange area is located in Section 4, Township 46 South, Range 24 East, within the plat identified as Healthpark Florida West in South Lee County.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input checked="" type="checkbox"/> Statute Chapter 125.37 Florida Statutes <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> COUNTY LANDS <b>Division:</b> No Divisions <b>By:</b> Robert Clemens

**Background:**  
Lee County Utilities received a request from Lee Memorial Health System (LMHS) to exchange interests in two public utility easements located on the subject property identified as STRAP Number 04-46-24-03-0000B.0000, in order to accommodate construction of the Golisano Childrens Hospital and renovations to Healthpark Medical Center.

The easements were granted for a water pipeline and sewer main to Florida Cities Water Company in 1991, and recorded in Official Record Book 2250, Pages 4473 and 4489, in the Public Records of Lee

<b>Required Review:</b>					
Glen Salyer	Anne Henkel	John J. Fredyma	Pam Keyes	Peter Winton	Peter Winton
COUNTY LANDS	Budget Analyst	County Attorney	UTILITIES	Budget Services	County Manager

County, Florida.

LMHS has agreed to grant a new replacement public utility easement to Lee County, in exchange for its interests in two existing public utility easements. The existing easements are within the proposed expansion area of LMHS's project.

LMHS will pay all costs of the exchange, including the relocation/reconstruction of utility lines. There will be no cost to the County for the requested exchange.

Attachments:

1. Agreement for Exchange of Real Property
2. Resolution of Exchange
3. Grant of Perpetual Public Utility Easement (the new/replacement public utility easement)
4. County Deed (to release the County's easement interest)
5. Utility Easement Map Exhibit



THIS INSTRUMENT PREPARED BY:

Department of County Lands  
P.O. Box 398  
Fort Myers, FL 33902-0398

Part of STRAP No.: 04-46-24-03-0000B.0000



---

## AGREEMENT FOR EXCHANGE OF REAL PROPERTY

THIS AGREEMENT (“*Agreement*”) is made this \_\_\_\_ day of \_\_\_\_\_, 2017, for the exchange of real property pursuant to §125.37, Florida Statutes, by and between Lee Memorial Health System, a public body created by Chapter 2000-439, Laws of Florida, formerly known as Hospital Board of Directors of Lee County, a Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital, whose address is 9800 S. Healthpark Drive, Suite 350, Fort Myers, FL 33908 (“*Hospital*”) and Lee County, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida 33902-0398 (“*County*”), collectively known as the “*Parties*,” as follows:

1. PURPOSE: The purpose of this Agreement is to facilitate the exchange of real property in accordance with §125.37, Florida Statutes.
2. AGREEMENT TO EXCHANGE: In consideration of this Agreement and subject to the terms and conditions set forth below, the Parties agree to exchange the following real property interests in Lee County, Florida:
  - a. Hospital to County: Hospital will execute, deliver and convey to the County the Grant of Perpetual Public Utility Easement in the format set out and attached hereto as Exhibit “A” (“*New Easement*”), for the property legally described in attached Exhibit “B”.
  - b. County to Hospital: County will convey to Hospital, by County Deed attached hereto as Exhibit “C”, a portion of its interest in the Exclusive and Perpetual Gravity Sewer Main Easement Grant to Florida Cities Water Company recorded October 4, 1991, in the Public Records of Lee County, Florida, in Official Records (O.R.) Book 2250, Page 4489, which portion is legally described in attached in Exhibit “D” (“*Sewer Easement*”).

- c. County to Hospital: County will convey to Hospital, by County Deed, attached hereto as Exhibit "C", a portion of its interest in the Exclusive and Perpetual Water Pipeline Easement Grant to Florida Cities Water Company recorded October 4, 1991, in the Public Records of Lee County, Florida, in Official Records (O.R.) Book 2250, Page 4473, which portion is legally described in attached Exhibit "E" ("*Water Easement*").
- d. Hospital, at its sole expense, will design, obtain all necessary permits and approvals to construct the utility improvements on or within the New Easement described in attached Exhibit "A," and Hospital will also be solely responsible for the costs associated with construction of those utility improvements.
- e. Hospital, at its sole expense, will remove any utility improvements no longer being utilized as a result of this agreement located on or within the area of the Sewer and Water Easements described in attached Exhibit "D" and "E".

3. EVIDENCE OF TITLE: Hospital will provide, at its expense, a Certificate of Title for the subject property described in attached Exhibit "B," in a form satisfactory to the County. The Certificate of Title must show title to the New Easement to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

Prior to closing the COUNTY will have a reasonable time to examine the title and documents establishing Hospital's legal ownership of the New Easement. If the County discovers a defect(s) in the title or legal access, the County will notify Hospital in writing of the defects. Hospital will make a prompt and diligent effort to correct the defects. If Hospital fails to correct the defects within sixty (60) days after notice, then the County may terminate this Agreement without any further obligation.

4. CONDITION OF PROPERTY - RISK OF LOSS: The parties have inspected the property to be conveyed and agree to accept it as is, or as otherwise provided in this Agreement. Any loss or damage to the property to be conveyed occurring between the date this Agreement is executed and the closing date will be at the current property owner's sole risk and expense. In the event the property to be conveyed is damaged either or both parties may agree to accept the damaged property or cancel this Agreement without obligation.

5. DOCUMENTS AND EXPENSES:

- a. It is Hospital's responsibility to pay for and provide the following:
- (1) All taxes or special assessments attributable to the properties described in Exhibits "B", "D" and "E" due and payable on or before the closing date;
  - (2) Recording fees for the New Easement and the County Deed to release the Sewer and Water Easements;
  - (3) All costs associated with any legal notice requirements pursuant to §125.37, Florida Statutes;
  - (4) All costs associated with the design, permitting and construction of the utility improvements located on or within the area of the New Easement;
  - (5) All costs associated with removal of existing utility improvements located on or within the area of the Sewer and Water Easements.

6. BINDING EFFECT: Execution of this Agreement constitutes an agreement for the exchange of property binding upon the parties, their successors and assigns.

7. EXECUTION AND CLOSING: Hospital agrees to execute and provide the Department of County Lands with the executed original of this Agreement before the matter may be scheduled to be presented for review and approval by the Lee County Board of County Commissioners.

The closing for this transaction will take place at the Department of County Lands Office on or before 30 days from the date this Agreement is executed, or is otherwise mutually agreed by the parties, but in no event before the statutory public notice for Resolution of Exchange has been published and the Board adopts a Resolution authorizing the exchange.

8. AUTHORITY OF THE CHAIR: The County hereby authorizes its Chair, or his designee, to accept and execute all documents on behalf of the County and to do all other things prudent and necessary to effectuate the terms of this Agreement and the exchange of real property interests contemplated herein.

9. ATTORNEY'S FEES: The prevailing party in any litigation concerning this Agreement is entitled to recover reasonable attorney's fees and costs.

10. AMENDMENT AND/OR OTHER AGREEMENTS: Any amendments to the provisions of the Agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This Agreement represents the entire agreement between the parties.

The parties herein execute the foregoing Agreement intending to be bound as of the date first written above.

Lee Memorial Health System, a public body created by Chapter 2000-439, Laws of Florida, formerly known as Hospital Board of Directors of Lee County, a Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital

*Heide Mack*  
[1<sup>st</sup> Witness Signature]

Heide Mack  
[Type or print name]

*Mary Ramsay*  
[2<sup>nd</sup> Witness' Signature]

Mary Ramsay  
[Type or print name]

BY: *James Nathan*  
[Signature]

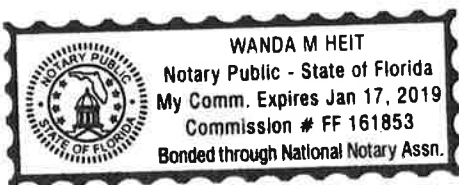
James Nathan  
Name of Officer

President  
Title

STATE OF Florida

COUNTY OF Lee

The foregoing was acknowledged before me this 6<sup>th</sup> day of March, 2017, by James Nathan, President of Lee Memorial Health System, a public body created by Chapter 2000-439, Laws of Florida, f/k/a Hospital Board of Directors of Lee County, a Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital, on behalf of the health system. He is personally known to me or provided \_\_\_\_\_ as identification.



*Wanda M. Heit*  
Notary Public  
[Stamp/seal required]  
Wanda M. Heit

ATTEST:  
LINDA DOGGETT, CLERK

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John Manning  
Chair



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

By: \_\_\_\_\_  
Office of the County Attorney

- Attachments:
- Exhibit "A" – Easement from Hospital to the County
  - Exhibit "B" – New Easement Legal and Sketch
  - Exhibit "C" – County Deed from the County to Hospital
  - Exhibit "D" – Sewer Easement legal and sketch
  - Exhibit "E" – Water Easement legal and sketch

This Instrument Prepared By:  
Department of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Exhibit "A" Page 1 of 5

Part of Strap Number(s):  
04-46-24-03-0000B.0000

THIS SPACE RESERVED FOR RECORDING

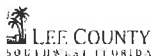
**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT  
TO LEE COUNTY**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between **LEE MEMORIAL HEALTH SYSTEM**, a public body created by Chapter 2000-439, Laws of Florida, formerly known as HOSPITAL BOARD OF DIRECTORS OF LEE COUNTY, A Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital, Owner, whose address is 9800 S. Healthpark Drive, Suite 350, Fort Myers, FL 33908, hereinafter referred to as GRANTOR, and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, FL 33902-0398, hereinafter referred to as the COUNTY.

**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 COUNTY, 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. Lee County, 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 in attached 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.



(Page 1 of 5)

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 the COUNTY or its agents will remain in the COUNTY, or its 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 in attached Exhibit "A", have good and lawful right and power to sell and convey it, and that the property is free of 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 the COUNTY against all claims and demands of all other entities.

6. GRANTOR, its heirs, successors or assigns, agree 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 in violation of paragraph 3 within the above easement, which result from the required activities of the COUNTY for the construction, maintenance or repairs to the utilities located within the above-described easement.

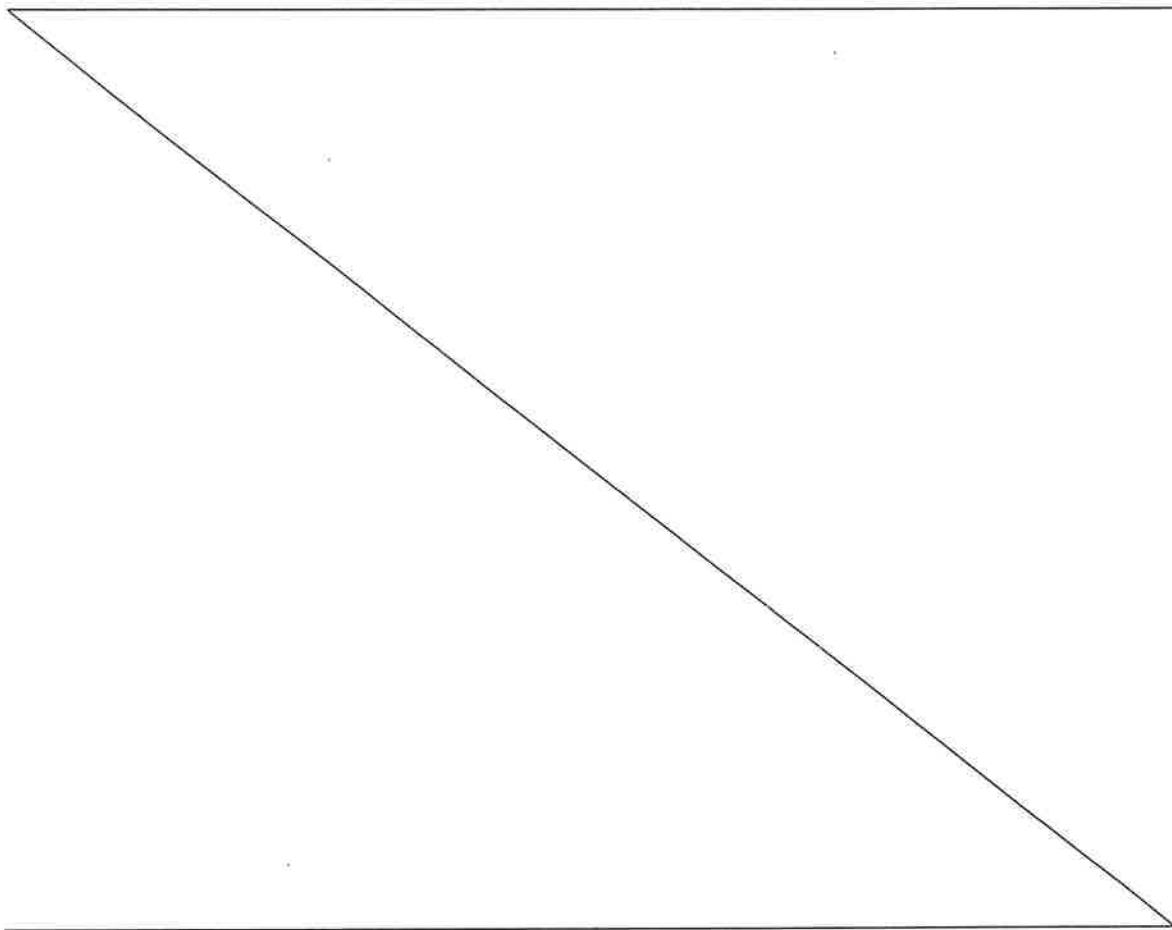
7. The GRANTOR covenants to and with Lee County that they are lawfully seized and possessed of the above-described Property and have good and lawful title thereof with the right to sell or convey interests therein such that GRANTOR will forever warrant and defend the title and terms of this Easement against any and all claims. If GRANTOR conveys this Easement subject to any mortgages, liens, or other encumbrances, then a properly executed Subordination of Encumbrance for each such matter is attached to this instrument.

8. Where necessary, the COUNTY will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement in attached 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 the COUNTY, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the COUNTY 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.

Lee Memorial Health System, a public body created by Chapter 2000-439, Laws of Florida, formerly known as Hospital Board of Directors of Lee County, a Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital

Heide Kach

[1<sup>st</sup> Witness' Signature]

Heide Maclean

[Type or Print Name]

Mary Ramsay

[2<sup>nd</sup> Witness' Signature]

Mary Ramsay

[Type or Print Name]

BY: James Nathan

[Signature Grantor's/Owner's]

James Nathan

[Type or Print Signatory's Name]

President

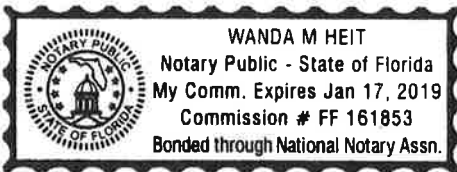
[Signatory's Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 6<sup>th</sup> day of March, 2017, by James Nathan, President of Lee Memorial Health System, a public body created by Chapter 2000-439, Laws of Florida, formerly known as Hospital Board of Directors of Lee County, a Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital, on behalf of the Board, who produced the following as identification \_\_\_\_\_ or is personally known to me, and who did/did not take an oath.

[stamp or seal]



Wanda M. Heit

[Signature of Notary]

Wanda M. Heit

[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: \_\_\_\_\_  
Office of the County Attorney

Attachment: Exhibit "A" – Legal Description/Sketch of Public Utility Easement



O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 Sketch 30' LCU Easement.dwg (S&D SHF 1) MLB Nov 16, 2016 - 11:02am



0 12.5 25 50

(INTENDED DISPLAY SCALE: 1"=50')

**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH



THIS IS NOT

MICHAEL W. NORMAN (FOR THE FIRM LB-642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 4500

NOV 16 2016

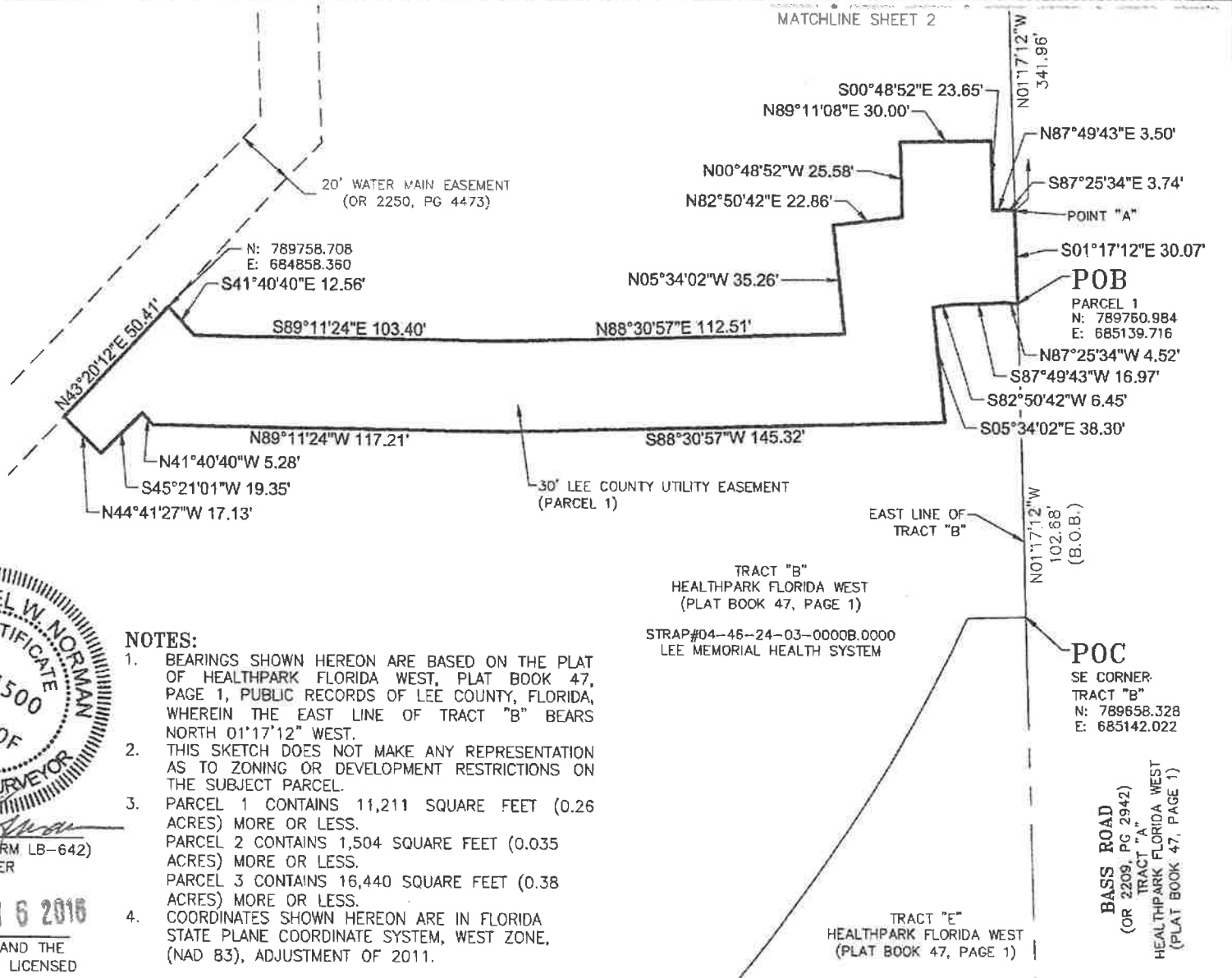
DATE SIGNED: \_\_\_\_\_  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WHEREIN THE EAST LINE OF TRACT "B" BEARS NORTH 01°17'12" WEST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. PARCEL 1 CONTAINS 11,211 SQUARE FEET (0.26 ACRES) MORE OR LESS.  
 PARCEL 2 CONTAINS 1,504 SQUARE FEET (0.035 ACRES) MORE OR LESS.  
 PARCEL 3 CONTAINS 16,440 SQUARE FEET (0.38 ACRES) MORE OR LESS.
4. COORDINATES SHOWN HEREON ARE IN FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, (NAD 83), ADJUSTMENT OF 2011.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

MATCHLINE SHEET 2



\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

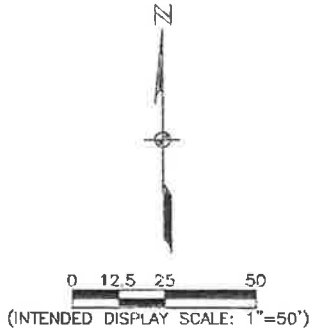
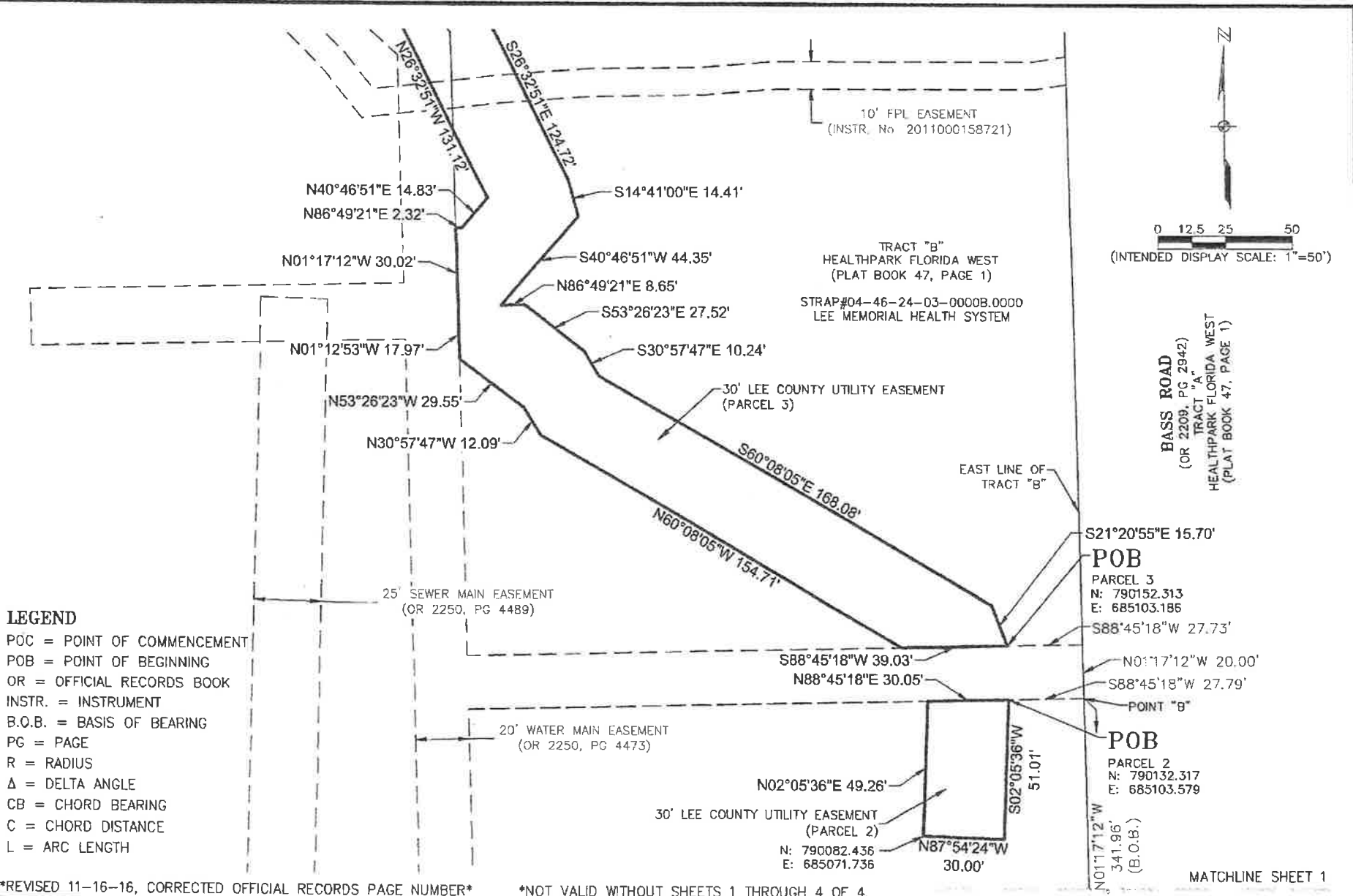
HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

30' LEE COUNTY UTILITY EASEMENT				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=50'	1 of 4

G:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch 30' LCU Easement.dwg (S&D SHF 2) MLB Nov 16, 2016 - 11:01am



**LEGEND**  
 POC = POINT OF COMMENCEMENT  
 POB = POINT OF BEGINNING  
 OR = OFFICIAL RECORDS BOOK  
 INSTR. = INSTRUMENT  
 B.O.B. = BASIS OF BEARING  
 PG = PAGE  
 R = RADIUS  
 Δ = DELTA ANGLE  
 CB = CHORD BEARING  
 C = CHORD DISTANCE  
 L = ARC LENGTH

\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*      \*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

**30' LEE COUNTY UTILITY EASEMENT**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=50'	2 of 4

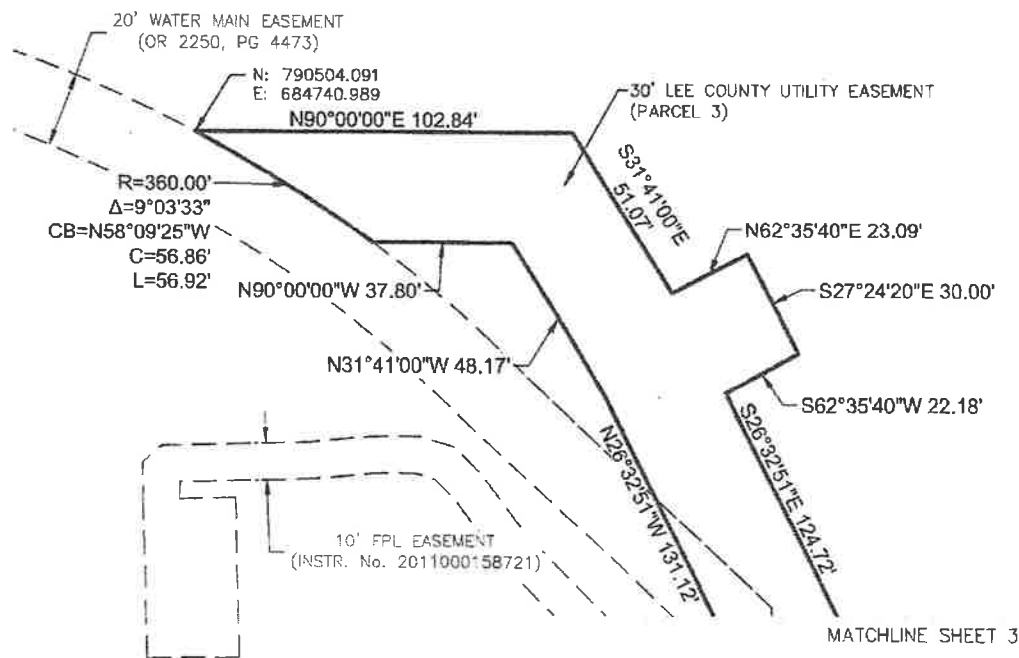
O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch 30' LCU Easement.dwg (S&D SH1 3) MLB Nov 16, 2016 - 11:02am



0 12.5 25 50  
(INTENDED DISPLAY SCALE: 1"=50')

**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH



TRACT "B"  
HEALTHPARK FLORIDA WEST  
(PLAT BOOK 47, PAGE 1)  
STRAP#04-46-24-03-0000B.0000  
LEE MEMORIAL HEALTH SYSTEM

BASS ROAD  
(OR 2209, PG 2942)  
TRACT "A"  
HEALTHPARK FLORIDA WEST  
(PLAT BOOK 47, PAGE 1)

EAST LINE OF  
TRACT "B"

MATCHLINE SHEET 3

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.  
\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
PLAT BOOK 47, PAGE 1  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

**30' LEE COUNTY UTILITY EASEMENT**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=50'	3 of 4

**DESCRIPTION**

30' LEE COUNTY UTILITY EASEMENT  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

A LEE COUNTY UTILITY EASEMENT LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING A PART OF TRACT "B", HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(PARCEL 1)

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT "B", THENCE RUN NORTHWESTERLY ALONG THE EAST LINE OF SAID TRACT NORTH 01'17'12" WEST, A DISTANCE OF 102.68 FEET TO THE POINT OF BEGINNING.  
FROM SAID POINT OF BEGINNING, RUN NORTH 87'25'34" WEST DEPARTING SAID EAST LINE, A DISTANCE OF 4.52 FEET; THENCE SOUTH 87'49'43" WEST, A DISTANCE OF 16.97 FEET; THENCE SOUTH 82'50'42" WEST, A DISTANCE OF 6.45 FEET; THENCE SOUTH 05'34'02" EAST, A DISTANCE OF 38.30 FEET; THENCE SOUTH 88'30'57" WEST, A DISTANCE OF 145.32 FEET; THENCE NORTH 89'11'24" WEST, A DISTANCE OF 117.21 FEET; THENCE NORTH 41'40'40" WEST, A DISTANCE OF 5.28 FEET; THENCE SOUTH 45'21'01" WEST, A DISTANCE OF 19.35 FEET; THENCE NORTH 44'41'27" WEST, A DISTANCE OF 17.13 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN EXISTING 20 FOOT WIDE WATER MAIN EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2250, PAGE 4473, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASEMENT NORTH 43'20'12" EAST, A DISTANCE OF 50.41 FEET; THENCE DEPARTING SAID EASEMENT SOUTH 41'40'40" EAST, A DISTANCE OF 12.56 FEET; THENCE SOUTH 89'11'24" EAST, A DISTANCE OF 103.40 FEET; THENCE NORTH 88'30'57" EAST, A DISTANCE OF 112.51 FEET; THENCE NORTH 05'34'02" WEST, A DISTANCE OF 35.26 FEET; THENCE NORTH 82'50'42" EAST, A DISTANCE OF 22.86 FEET; THENCE NORTH 00'48'52" WEST, A DISTANCE OF 25.58 FEET; THENCE NORTH 89'11'08" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00'48'52" EAST, A DISTANCE OF 23.65 FEET; THENCE NORTH 87'49'43" EAST, A DISTANCE OF 3.50 FEET; THENCE SOUTH 87'25'34" EAST, A DISTANCE OF 3.74 FEET TO AN INTERSECTION WITH SAID EAST LINE OF TRACT "B" AND A POINT DESIGNATED "A"; THENCE SOUTHEASTERLY ALONG SAID EAST LINE SOUTH 01'17'12" EAST, A DISTANCE OF 30.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,211 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.

(PARCEL 2)

FROM THE HEREINABOVE POINT DESIGNATED "A", RUN ALONG SAID EAST LINE OF TRACT "B" NORTH 01'17'12" WEST, A DISTANCE OF 341.96 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID 20 FOOT WIDE WATER MAIN EASEMENT AND A POINT DESIGNATED "B"; THENCE DEPARTING SAID EAST LINE SOUTH 88'45'18" WEST, A DISTANCE OF 27.79 FEET TO THE POINT OF BEGINNING.  
FROM SAID POINT OF BEGINNING, THENCE DEPARTING SAID EASEMENT SOUTH 02'05'36" WEST, A DISTANCE OF 51.01 FEET; THENCE NORTH 87'54'24" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 02'05'36" EAST, A DISTANCE OF 49.26 FEET TO AN INTERSECTION WITH SAID SOUTH EASEMENT LINE; THENCE ALONG SAID EASEMENT NORTH 88'45'18" EAST, A DISTANCE OF 30.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,504 SQUARE FEET OR 0.035 ACRES, MORE OR LESS.

(PARCEL 3)

FROM THE HEREINABOVE POINT DESIGNATED "B", RUN ALONG SAID EAST LINE OF TRACT "B" NORTH 01'17'12" WEST, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID 20 FOOT WIDE WATER MAIN EASEMENT; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88'45'18" WEST ALONG SAID WATER MAIN EASEMENT, A DISTANCE OF 27.73 FEET TO THE POINT OF BEGINNING.  
FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID 20 FOOT WIDE WATER MAIN EASEMENT SOUTH 88'45'18" WEST, A DISTANCE OF 39.03 FEET; THENCE DEPARTING SAID EASEMENT NORTH 60'08'05" WEST, A DISTANCE OF 154.71 FEET; THENCE NORTH 30'57'47" WEST, A DISTANCE OF 12.09 FEET; THENCE NORTH 53'26'23" WEST, A DISTANCE OF 29.55 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID WATER MAIN EASEMENT; THENCE ALONG SAID EASEMENT NORTH 01'12'53" WEST, A DISTANCE OF 17.97 FEET; THENCE NORTH 01'17'12" WEST, A DISTANCE OF 30.02 FEET; THENCE DEPARTING SAID EASEMENT NORTH 86'49'21" EAST, A DISTANCE OF 2.32 FEET; THENCE NORTH 40'46'51" EAST, A DISTANCE OF 14.83 FEET; THENCE NORTH 26'32'51" WEST, A DISTANCE OF 131.12 FEET; THENCE NORTH 31'41'00" WEST, A DISTANCE OF 48.17 FEET; THENCE NORTH 90'00'00" WEST, A DISTANCE OF 37.80 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY CURVED LINE OF SAID WATER MAIN EASEMENT AND A POINT ON A NON-TANGENTIAL CURVE TO THE LEFT; THENCE ALONG SAID EASEMENT AND CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET, (DELTA 09'03'33"), (CHORD BEARING NORTH 58'09'25" WEST), AND (CHORD 56.86 FEET), FOR A DISTANCE OF 56.92 FEET; THENCE DEPARTING SAID EASEMENT NORTH 90'00'00" EAST, A DISTANCE OF 102.84 FEET; THENCE SOUTH 31'41'00" EAST, A DISTANCE OF 51.07 FEET; THENCE NORTH 62'35'40" EAST, A DISTANCE OF 23.09 FEET; THENCE SOUTH 27'24'20" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 62'35'40" WEST, A DISTANCE OF 22.18 FEET; THENCE SOUTH 26'32'51" EAST, A DISTANCE OF 124.72 FEET; THENCE SOUTH 14'41'00" EAST, A DISTANCE OF 14.41 FEET; THENCE SOUTH 40'46'51" WEST, A DISTANCE OF 44.35 FEET; THENCE NORTH 86'49'21" EAST, A DISTANCE OF 8.65 FEET; THENCE SOUTH 53'26'23" EAST, A DISTANCE OF 27.52 FEET; THENCE SOUTH 30'57'47" EAST, A DISTANCE OF 10.24 FEET; THENCE SOUTH 60'08'05" EAST, A DISTANCE OF 168.08 FEET; THENCE SOUTH 21'20'55" EAST, A DISTANCE OF 15.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,440 SQUARE FEET OR 0.38 ACRES, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE BASED ON STATE PLANE COORDINATES FOR FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 WHEREIN THE EAST LINE OF TRACT "B" AS SHOWN ON THE PLAT OF HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 47, PAGE 1 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEARS NORTH 01'17'12" WEST

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.  
\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

C:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch 30' LCU Easement.dwg (S&D SH# 4) MLB Nov 16, 2016 - 11:02am

HEALTHPARK FLORIDA WEST  
PLAT BOOK 47, PAGE 1  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	N/A	4 of 4

This Instrument Prepared by:

EXHIBIT "C"

Lee County  
Department of County Lands  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Page 1 of 2

Part of STRAP No. 04-46-24-03-0000B.0000

THIS SPACE FOR RECORDING

## COUNTY DEED (Statutory)

**THIS DEED** is given this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 ("*County*" or *Grantor*"), to **LEE MEMORIAL HEALTH SYSTEM**, a public body created by Chapter 2000-439, Laws of Florida, whose address is 9800 S. Healthpark Drive, Suite 350, Fort Myers, FL 33908 ("*Grantee*").

For and in consideration of the sum of Ten and xx/1000 Dollars (\$10.00) to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the County grants and conveys to the Grantee, its heirs and assigns forever, all right, title and interest in a portion of the utility easements given to Florida Cities Water Company by Lee Memorial Hospital, Inc., a Florida not-for-profit corporation, d/b/a Lee Healthcare Resources as described in the Exclusive and Perpetual Gravity Sewer Main Easement Grant, dated June 26, 1991, recorded October 4, 1991, in Official Records (O.R.) Book 2250, Page 4489, and as described in the Exclusive and Perpetual Water Pipeline Easement Grant dated June 26, 1991, recorded October 4, 1991, in Official Records (O.R.) Book 2250, Page 4473, in the Public Records of Lee County, Florida, and which portion of the aforesaid utility easements is more particularly described in attached Exhibit "X".

This deed conveys only the interest of the County and its Board of County Commissioners in that certain portion of the Exclusive and Perpetual Gravity Sewer Main and Water Pipeline Easement Grants described in attached Exhibit "X," and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF, the County has caused this County Deed to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said Board, the day and year first written above.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Type or Print Name]  
Deputy Clerk

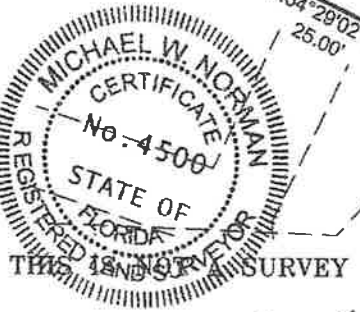
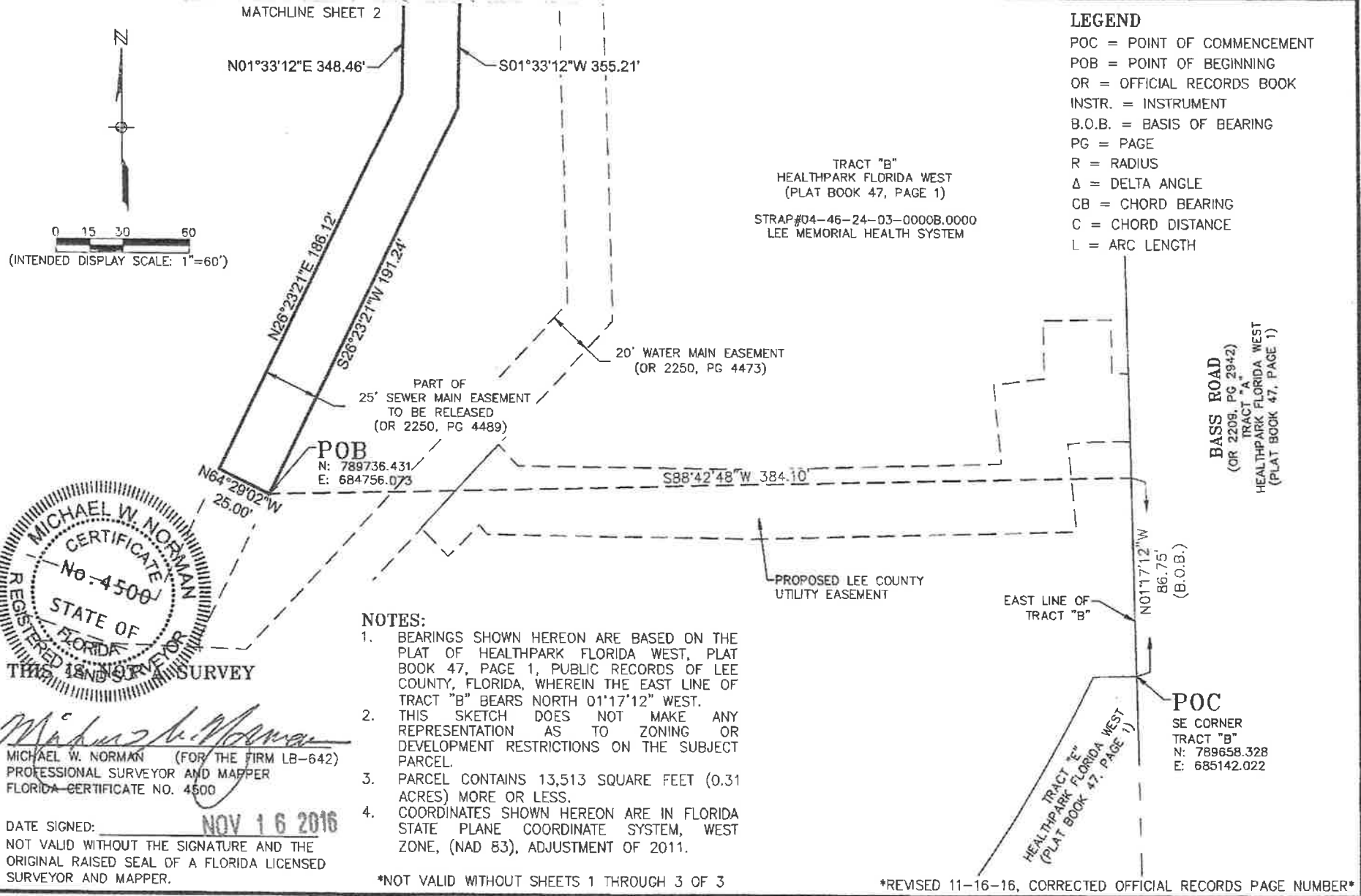
\_\_\_\_\_  
[Type or print name]  
Chair / Vice-Chair

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

By: \_\_\_\_\_  
Office of the County Attorney  
Assistant County Attorney



O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Sewer.dwg (S&D SHT 1) MLB Nov 16, 2016 - 11:14am



MICHAEL W. NORMAN (FOR THE FIRM LB-642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 4500  
 DATE SIGNED: NOV 16 2016  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

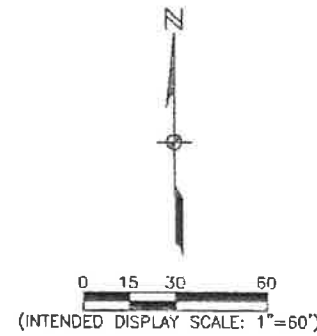
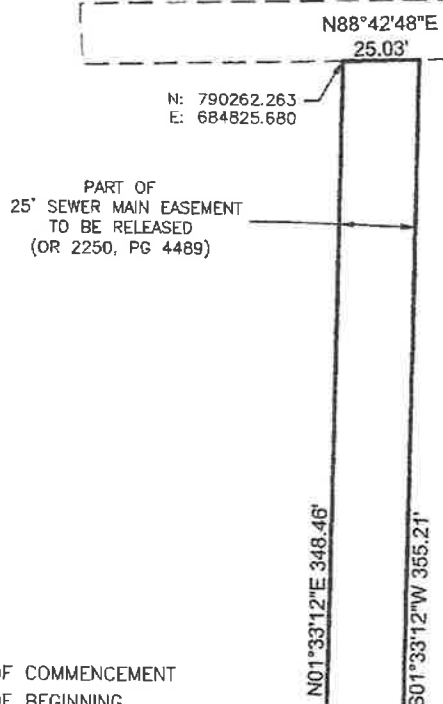
HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

RELEASE OF PART OF A 25' SEWER MAIN EASEMENT (OR 2250, PG 4489)				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	1 of 3

O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Sewer.dwg (S&D SHT 2) MLB Nov 16, 2016 - 11:13am



PART OF  
 25' SEWER MAIN EASEMENT  
 TO BE RELEASED  
 (OR 2250, PG 4489)

PROPOSED LEE COUNTY  
 UTILITY EASEMENT

20' WATER MAIN EASEMENT  
 (OR 2250, PG 4473)

N01°33'12\"/>

TRACT "B"  
 HEALTHPARK FLORIDA WEST  
 (PLAT BOOK 47, PAGE 1)  
 STRAP#04-46-24-03-0000B.0000  
 LEE MEMORIAL HEALTH SYSTEM

EAST LINE OF  
 TRACT "B"

BASS ROAD  
 (OR 2209, PG 2942)  
 TRACT "A"  
 HEALTHPARK FLORIDA WEST  
 (PLAT BOOK 47, PAGE 1)

**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH

MATCHLINE SHEET 1

\*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3  
 \*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

JOHNSON

---

ENGINEERING

2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

RELEASE OF PART OF A  
 25' SEWER MAIN EASEMENT  
 (OR 2250, PG 4489)

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	2 of 3

**DESCRIPTION**

RELEASE OF PART OF A 25 FOOT SEWER MAIN EASEMENT  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

THE RELEASE OF PART OF A 25 FOOT SEWER MAIN EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 2250, PAGE 4489, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, ALSO LYING IN TRACT "B", HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT "B", THENCE RUN NORTHWESTERLY ALONG THE EAST LINE OF SAID TRACT NORTH 01°17'12" WEST, A DISTANCE OF 86.75 FEET, THENCE DEPARTING SAID EAST LINE SOUTH 88°42'48" WEST, A DISTANCE OF 384.10 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID SEWER MAIN EASEMENT AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN NORTH 64°29'02" WEST DEPARTING SAID EASEMENT LINE, A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID EASEMENT; THENCE NORTH 26°23'21" EAST, A DISTANCE OF 186.12 FEET; THENCE ALONG THE WEST LINE OF SAID EASEMENT NORTH 01°33'12" EAST, A DISTANCE OF 348.46 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A WATER MAIN EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2250, PAGE 4485, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY LINE NORTH 88°42'48" EAST, A DISTANCE OF 25.03 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID SEWER MAIN EASEMENT; THENCE DEPARTING SAID WATER MAIN EASEMENT, RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE EASTERLY AND SOUTHEASTERLY LINES OF SAID SEWER MAIN EASEMENT SOUTH 01°33'12" WEST, A DISTANCE OF 355.21 FEET, SOUTH 26°23'21" WEST, A DISTANCE OF 191.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,513 SQUARE FEET OR 0.31 ACRES, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE BASED ON STATE PLANE COORDINATES FOR FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 WHEREIN THE EAST LINE OF TRACT "B" AS SHOWN ON THE PLAT OF HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 47, PAGE 1 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEARS NORTH 01°17'12" WEST.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3  
\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Sewer.dwg (S&D SHIT 3) MLB Nov 16, 2016 - 11:12am

HEALTHPARK FLORIDA WEST  
PLAT BOOK 47, PAGE 1  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

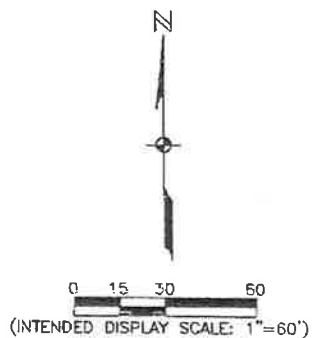
DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	N/A	3 of 3

G:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Water Main.dwg (S&D SH1) MLB Nov 16, 2016 - 11:09am

MATCHLINE SHEET 2

**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH



25' SEWER MAIN EASEMENT  
(OR 2250, PG 4489)

PART OF  
20' WATER MAIN EASEMENT  
TO BE RELEASED  
(OR 2250, PG 4473)

TRACT "B"  
HEALTHPARK FLORIDA WEST  
(PLAT BOOK 47, PAGE 1)  
STRAP#04-46-24-03-0000B.0000  
LEE MEMORIAL HEALTH SYSTEM

BASS ROAD  
(OR 2209, PG 2942)  
TRACT "A"  
HEALTHPARK FLORIDA WEST  
(PLAT BOOK 47, PAGE 1)



**THIS IS NOT A SURVEY**

*Michael W. Norman*  
MICHAEL W. NORMAN (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: **NOV 18 2016**  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

N46°39'48"W 20.00'

N43°20'12"E  
62.33'

S43°20'12"W  
70.53'

**POB**

PARCEL 1  
N: 789761.743  
E: 684861.223

S88°42'48"W 278.41'

PROPOSED LEE COUNTY  
UTILITY EASEMENT

EAST LINE OF  
TRACT "B"

N01°17'12"W  
109.69'  
(B.O.B.)

TRACT "E"  
HEALTHPARK FLORIDA WEST  
(PLAT BOOK 47, PAGE 1)

**POC**

SE CORNER  
TRACT "B"  
N: 789558.328  
E: 685142.022

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WHEREIN THE EAST LINE OF TRACT "B" BEARS NORTH 01°17'12" WEST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. PARCEL CONTAINS 13,522 SQUARE FEET (0.31 ACRES) MORE OR LESS.
4. COORDINATES SHOWN HEREON ARE IN FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, (NAD 83), ADJUSTMENT OF 2011.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4

\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
PLAT BOOK 47, PAGE 1  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

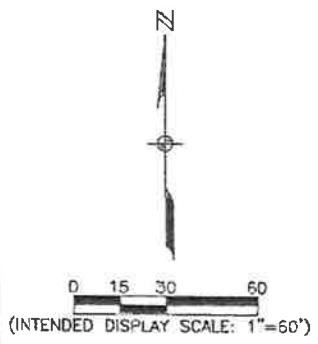
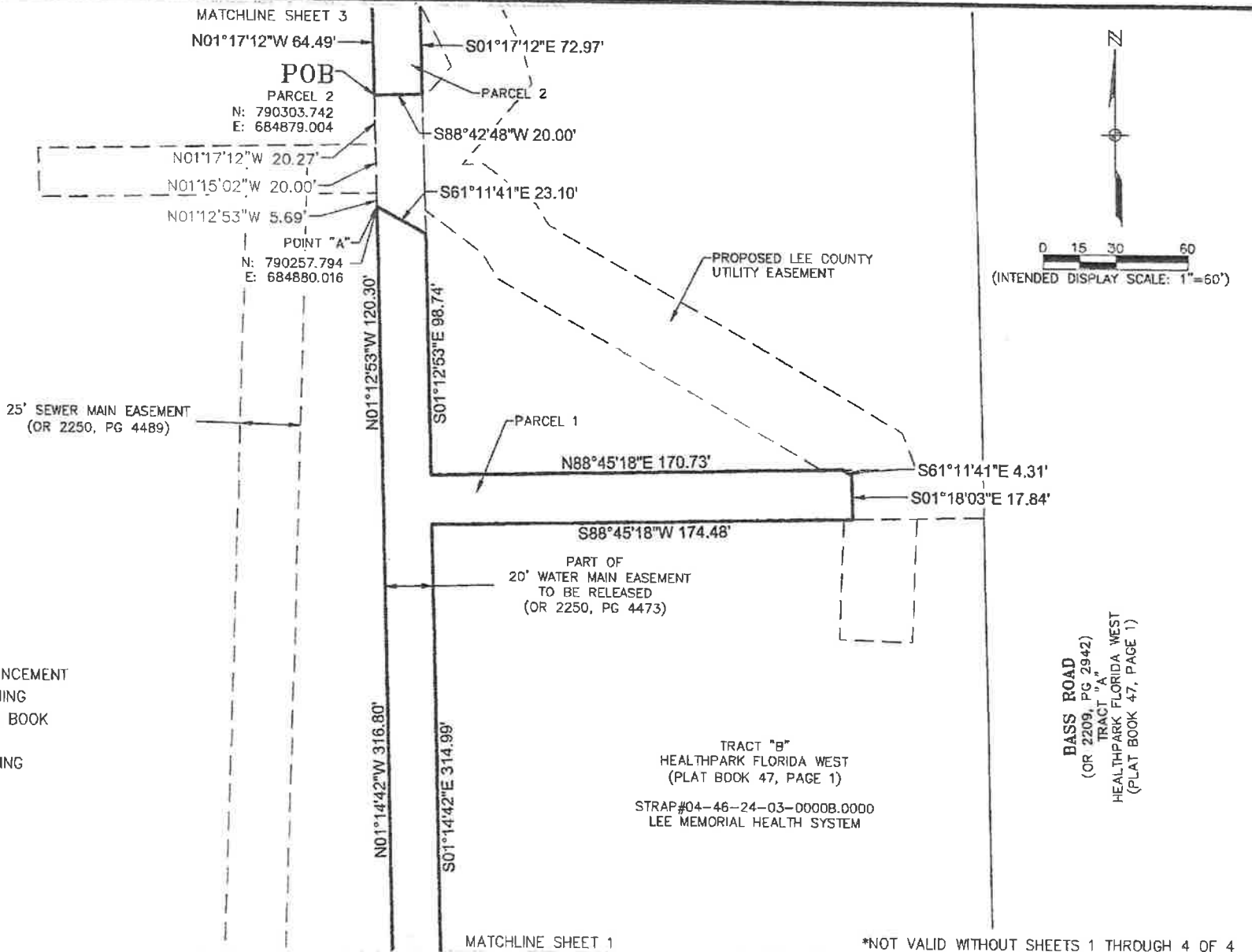


2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

RELEASE OF PART OF A  
20' WATER MAIN EASEMENT  
(OR 2250, PG 4473)

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	1 of 4

c:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Water Main.dwg (S&D SHT 2) MLB Nov 16, 2016 - 11:07am



**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA



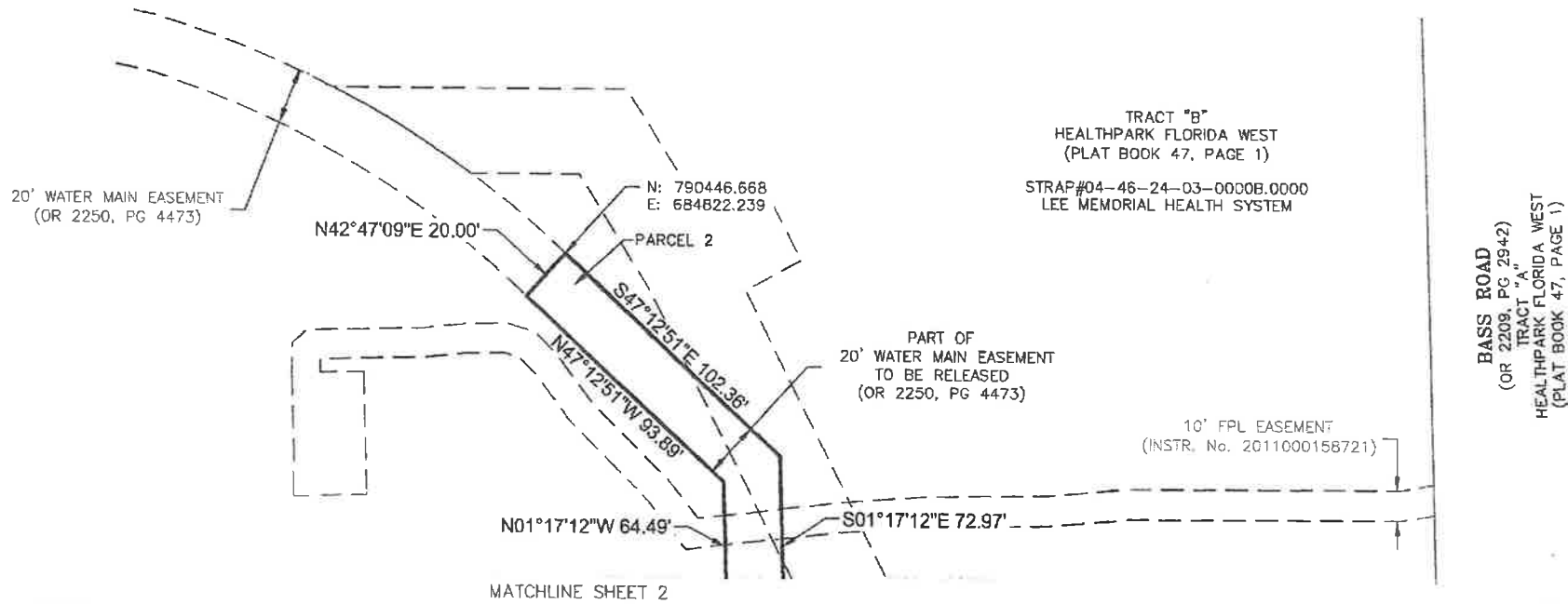
2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

RELEASE OF PART OF A  
 20' WATER MAIN EASEMENT  
 (OR 2250, PG 4473)

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	2 of 4

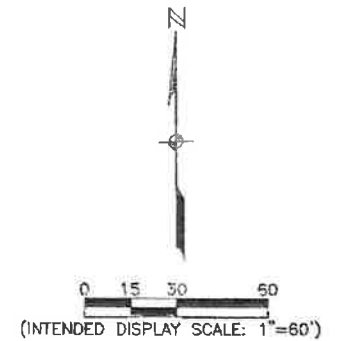
\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4  
 \*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Water Main.dwg (S&D SHT 3) MLB Nov 16, 2016 - 11:06am



**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH



\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4  
 \*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

RELEASE OF PART OF A 20' WATER MAIN EASEMENT (OR 2250, PG 4473)				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	3 of 4

**DESCRIPTION**

RELEASE OF PART OF A 20 FOOT WATER MAIN EASEMENT  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

THE RELEASE OF PART OF A 20 FOOT WATER MAIN EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 2250, PAGE 4473, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, ALSO LYING IN TRACT "B", HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1**

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT "B", THENCE RUN NORTHWESTERLY ALONG THE EAST LINE OF SAID TRACT NORTH 01°17'12" WEST, A DISTANCE OF 109.69 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 88°42'48" WEST, A DISTANCE OF 278.41 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID WATER MAIN EASEMENT AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE NORTH 46°39'48" WEST DEPARTING SAID EASEMENT LINE, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID EASEMENT; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 43°20'12" EAST, A DISTANCE OF 62.33 FEET; THENCE ALONG THE WEST LINE OF SAID EASEMENT THE FOLLOWING TWO COURSES AND DISTANCES: NORTH 01°14'12" WEST, A DISTANCE OF 316.80 FEET, NORTH 01°12'53" WEST, A DISTANCE OF 120.30 FEET TO A POINT DESIGNATED "A"; THENCE DEPARTING SAID EASEMENT LINE SOUTH 61°11'41" EAST, A DISTANCE OF 23.10 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID EASEMENT; THENCE ALONG SAID EAST LINE SOUTH 01°12'53" EAST, A DISTANCE OF 98.74 FEET; THENCE ALONG THE NORTH LINE OF SAID EASEMENT NORTH 88°45'18" EAST, A DISTANCE OF 170.73 FEET; THENCE DEPARTING SAID EASEMENT LINE SOUTH 61°11'41" EAST, A DISTANCE OF 4.31 FEET; THENCE SOUTH 01°18'03" EAST, A DISTANCE OF 17.84 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID EASEMENT; THENCE SOUTHWESTERLY ALONG SAID EASEMENT LINE SOUTH 88°45'18" WEST, A DISTANCE OF 174.48 FEET; THENCE ALONG THE EAST AND SOUTHEASTERLY LINES OF SAID EASEMENT THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 01°14'42" EAST, A DISTANCE OF 314.99 FEET, SOUTH 43°20'12" WEST, A DISTANCE OF 70.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,522 SQUARE FEET OR 0.31 ACRES, MORE OR LESS.

**PARCEL 2**

FROM HEREINABOVE POINT DESIGNATED "A", RUN ALONG THE WEST LINE OF SAID WATER MAIN EASEMENT THE FOLLOWING THREE COURSES AND DISTANCES: NORTH 01°12'53" WEST, A DISTANCE OF 5.69 FEET, NORTH 01°15'02" WEST, A DISTANCE OF 20.00 FEET, NORTH 01°17'12" WEST, A DISTANCE OF 20.27 FEET THE POINT OF BEGINNING.


FROM SAID POINT OF BEGINNING RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE WESTERLY LINE OF SAID EASEMENT: NORTH 01°17'12" WEST, A DISTANCE OF 64.49 FEET, NORTH 47°12'51" WEST, A DISTANCE OF 93.89 FEET; THENCE DEPARTING SAID WATER MAIN EASEMENT NORTH 42°47'09" EAST, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID EASEMENT; THENCE ALONG SAID EASEMENT LINE SOUTH 47°12'51" EAST, A DISTANCE OF 102.36 FEET; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID EASEMENT SOUTH 01°17'12" EAST, A DISTANCE OF 72.97 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 88°42'48" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,337 SQUARE FEET OR 0.077 ACRES, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE BASED ON STATE PLANE COORDINATES FOR FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 WHEREIN THE EAST LINE OF TRACT "B" AS SHOWN ON THE PLAT OF HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 47, PAGE 1 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEARS NORTH 01°17'12" WEST.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4  
\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Water Main.dwg (S&D SH1 4) MLB Nov 16, 2016 -- 11:04am

HEALTHPARK FLORIDA WEST PLAT BOOK 47, PAGE 1 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA		2122 JOHNSON STREET P.O. BOX 1550 FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 FAX: (239) 334-3661 E.B. #642 & L.B. #642		DESCRIPTION		
		DATE 03-18-16	PROJECT NO. 20129120	FILE NO. 04-46-24	SCALE N/A	SHEET 4 of 4

## RESOLUTION NO. \_\_\_\_\_

## APPROVING EXCHANGE OF PROPERTY

WHEREAS, Lee Memorial Health System, a public body created by Chapter 2000-439, Laws of Florida, formerly known as Hospital Board of Directors of Lee County, a Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital ("*Hospital*"), is the owner of real property situate in Section 04, Township 46 South, Range 24 East, Lee County, Florida; and

WHEREAS, Lee County, Florida, is a political subdivision of the State of Florida ("*County*"), and the holder of rights in utility easements located on the real property owned by Hospital in Section 04, Township 46 South, Range 24 East, Lee County, which utility easements are more particularly described in the Exclusive and Perpetual Gravity Sewer Main Easement Grant dated June 26, 1991, recorded October 4, 1991 in Official Records (O.R.) Book 2250, Page 4489 ("*Sewer Easement*"), and in the Exclusive and Perpetual Water Pipeline Easement Grant dated June 26, 1991, recorded October 4, 1991, in Official Records (O.R.) Book 2250, Page 4473 ("*Water Easement*"), all in the Public Records of Lee County Florida, the descriptions of which are incorporated herein by reference; and

WHEREAS, Hospital seeks to exchange a portion of the Sewer Easement and Water Easement for a replacement easement in accordance with the terms and conditions as set forth in the Agreement for Exchange of Real Property, ("*Agreement*"), dated the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, a copy of which is attached hereto as Attachment "A" and incorporated herein by reference; and

WHEREAS, Hospital seeks to obtain a portion of the Sewer Easement and Water Easement, which portions are more particularly described in Exhibits "D" and "E" of the attached Agreement ("*Released Easements*"); and

WHEREAS, Hospital will provide a replacement easement to the County in the format set out and attached as Exhibit "A", for the property legally described in Exhibit "B" of the attached Agreement ("*Replacement Easement*"); and

WHEREAS, an exchange pursuant to §125.37, Florida Statutes, has been proposed that would result in the relocation of the above-referenced Released Easements; and



WHEREAS, pursuant to §125.37, Florida Statutes, and in the opinion of the Board of County Commissioners of Lee County, Florida, the Released Easements described in Exhibits "D" and "E" are not needed for other County purposes, and it is in the best interest of the County to exchange the real property interests described herein.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lee County, Florida, that, in consideration of the mutual covenants and commitments contained herein, the parties hereby agree to the following as the operative provisions to effect a property exchange pursuant to the cited statute:

SECTION 1. After approval by the Board of County Commissioners of Lee County, and in accordance with the terms and conditions adopted in this Resolution, the Chair or Vice-Chair is authorized to do the following:

1. Execute the attached Agreement for the proposed exchange with Hospital.
2. Execute a County Deed for the Released Easements in favor of Hospital pursuant to Section 125.37, Florida Statutes, and the terms of the Agreement, in the format contained in Exhibit "C," for the property legally described in attached Exhibits "D" and "E" of the attached Agreement.
3. Accept the Replacement Easement in the format set out and contained in Exhibit "A", for the property legally described in Exhibit "B" of the attached Agreement.

SECTION 2. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor or context of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

SECTION 3. This exchange has been duly noticed and complies with §125.37, Florida Statutes (2016).

Commissioner \_\_\_\_\_ made a motion to adopt the foregoing resolution, seconded by Commissioner \_\_\_\_\_. The vote was as follows:

John E. Manning	_____
Cecil L Pendergrass	_____
Larry Kiker	_____
Brian Hamman	_____
Frank Mann	_____

DULY PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name  
Chair / Vice-Chair

Approved as to form for the  
reliance of Lee County only:

\_\_\_\_\_  
John J. Fredyma  
Senior Assistant County Attorney  
Lee County Attorney's Office

**Attachment:**

Attachment "A" - Agreement for Exchange of Easement, including the following:

- Exhibit "A" - Replacement Easement (instrument format)
- Exhibit "B" - Replacement Easement - Legal description and sketch
- Exhibit "C" - County Deed (instrument format)
- Exhibit "D" - Released Sewer Easement - Legal description and sketch
- Exhibit "E" - Released Water Easement - Legal description and sketch

THIS INSTRUMENT PREPARED BY:

Department of County Lands  
P.O. Box 398  
Fort Myers, FL 33902-0398

Attachment "A"

Page 1 of 5

Part of STRAP No.: 04-46-24-03-0000B.0000

---

## AGREEMENT FOR EXCHANGE OF REAL PROPERTY

THIS AGREEMENT ("*Agreement*") is made this \_\_\_\_ day of \_\_\_\_\_, 2017, for the exchange of real property pursuant to §125.37, Florida Statutes, by and between Lee Memorial Health System, a public body created by Chapter 2000-439, Laws of Florida, formerly known as Hospital Board of Directors of Lee County, a Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital, whose address is 9800 S. Healthpark Drive, Suite 350, Fort Myers, FL 33908 ("*Hospital*") and Lee County, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida 33902-0398 ("*County*"), collectively known as the "*Parties*," as follows:

1. **PURPOSE:** The purpose of this Agreement is to facilitate the exchange of real property in accordance with §125.37, Florida Statutes.
2. **AGREEMENT TO EXCHANGE:** In consideration of this Agreement and subject to the terms and conditions set forth below, the Parties agree to exchange the following real property interests in Lee County, Florida:
  - a. Hospital to County: Hospital will execute, deliver and convey to the County the Grant of Perpetual Public Utility Easement in the format set out and attached hereto as Exhibit "A" ("*New Easement*"), for the property legally described in attached Exhibit "B".
  - b. County to Hospital: County will convey to Hospital, by County Deed attached hereto as Exhibit "C", a portion of its interest in the Exclusive and Perpetual Gravity Sewer Main Easement Grant to Florida Cities Water Company recorded October 4, 1991, in the Public Records of Lee County, Florida, in Official Records (O.R.) Book 2250, Page 4489, which portion is legally described in attached in Exhibit "D" ("*Sewer Easement*").

- c. County to Hospital: County will convey to Hospital, by County Deed, attached hereto as Exhibit "C", a portion of its interest in the Exclusive and Perpetual Water Pipeline Easement Grant to Florida Cities Water Company recorded October 4, 1991, in the Public Records of Lee County, Florida, in Official Records (O.R.) Book 2250, Page 4473, which portion is legally described in attached Exhibit "E" ("*Water Easement*").
  - d. Hospital, at its sole expense, will design, obtain all necessary permits and approvals to construct the utility improvements on or within the New Easement described in attached Exhibit "A," and Hospital will also be solely responsible for the costs associated with construction of those utility improvements.
  - e. Hospital, at its sole expense, will remove any utility improvements no longer being utilized as a result of this agreement located on or within the area of the Sewer and Water Easements described in attached Exhibit "D" and "E".
3. EVIDENCE OF TITLE: Hospital will provide, at its expense, a Certificate of Title for the subject property described in attached Exhibit "B," in a form satisfactory to the County. The Certificate of Title must show title to the New Easement to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

Prior to closing the COUNTY will have a reasonable time to examine the title and documents establishing Hospital's legal ownership of the New Easement. If the County discovers a defect(s) in the title or legal access, the County will notify Hospital in writing of the defects. Hospital will make a prompt and diligent effort to correct the defects. If Hospital fails to correct the defects within sixty (60) days after notice, then the County may terminate this Agreement without any further obligation.

4. CONDITION OF PROPERTY - RISK OF LOSS: The parties have inspected the property to be conveyed and agree to accept it as is, or as otherwise provided in this Agreement. Any loss or damage to the property to be conveyed occurring between the date this Agreement is executed and the closing date will be at the current property owner's sole risk and expense. In the event the property to be conveyed is damaged either or both parties may agree to accept the damaged property or cancel this Agreement without obligation.

5. DOCUMENTS AND EXPENSES:

a. It is Hospital's responsibility to pay for and provide the following:

- (1) All taxes or special assessments attributable to the properties described in Exhibits "B", "D" and "E" due and payable on or before the closing date;
- (2) Recording fees for the New Easement and the County Deed to release the Sewer and Water Easements;
- (3) All costs associated with any legal notice requirements pursuant to §125.37, Florida Statutes;
- (4) All costs associated with the design, permitting and construction of the utility improvements located on or within the area of the New Easement;
- (5) All costs associated with removal of existing utility improvements located on or within the area of the Sewer and Water Easements.

6. BINDING EFFECT: Execution of this Agreement constitutes an agreement for the exchange of property binding upon the parties, their successors and assigns.

7. EXECUTION AND CLOSING: Hospital agrees to execute and provide the Department of County Lands with the executed original of this Agreement before the matter may be scheduled to be presented for review and approval by the Lee County Board of County Commissioners.

The closing for this transaction will take place at the Department of County Lands Office on or before 30 days from the date this Agreement is executed, or is otherwise mutually agreed by the parties, but in no event before the statutory public notice for Resolution of Exchange has been published and the Board adopts a Resolution authorizing the exchange.

8. AUTHORITY OF THE CHAIR: The County hereby authorizes its Chair, or his designee, to accept and execute all documents on behalf of the County and to do all other things prudent and necessary to effectuate the terms of this Agreement and the exchange of real property interests contemplated herein.

9. ATTORNEY'S FEES: The prevailing party in any litigation concerning this Agreement is entitled to recover reasonable attorney's fees and costs.

10. AMENDMENT AND/OR OTHER AGREEMENTS: Any amendments to the provisions of the Agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This Agreement represents the entire agreement between the parties.

The parties herein execute the foregoing Agreement intending to be bound as of the date first written above.

Lee Memorial Health System, a public body created by Chapter 2000-439, Laws of Florida, formerly known as Hospital Board of Directors of Lee County, a Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital

\_\_\_\_\_  
[1<sup>st</sup> Witness Signature]

\_\_\_\_\_  
[Type or print name]

\_\_\_\_\_  
[2<sup>nd</sup> Witness' Signature]

\_\_\_\_\_  
[Type or print name]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BY: \_\_\_\_\_  
[Signature]

James Nathan  
Name of Officer

President  
Title

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by James Nathan, President of Lee Memorial Health System, a public body created by Chapter 2000-439, Laws of Florida, f/k/a Hospital Board of Directors of Lee County, a Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital, on behalf of the health system. He is personally known to me or provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
[Stamp/seal required]

ATTEST:  
LINDA DOGGETT, CLERK

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John Manning  
Chair

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

By: \_\_\_\_\_  
Office of the County Attorney

Attachments: Exhibit "A" – Easement from Hospital to the County  
Exhibit "B" – New Easement Legal and Sketch  
Exhibit "C" – County Deed from the County to Hospital  
Exhibit "D" – Sewer Easement legal and sketch  
Exhibit "E" – Water Easement legal and sketch

This Instrument Prepared By:  
Department of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Exhibit "A" Page 1 of 5

Part of Strap Number(s):  
04-46-24-03-0000B.0000

THIS SPACE RESERVED FOR RECORDING

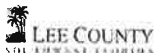
**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT  
TO LEE COUNTY**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between **LEE MEMORIAL HEALTH SYSTEM**, a public body created by Chapter 2000-439, Laws of Florida, formerly known as HOSPITAL BOARD OF DIRECTORS OF LEE COUNTY, A Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital, Owner, whose address is 9800 S. Healthpark Drive, Suite 350, Fort Myers, FL 33908, hereinafter referred to as GRANTOR, and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, FL 33902-0398, hereinafter referred to as the COUNTY.

**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 COUNTY, 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. Lee County, 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 in attached 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.





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 the COUNTY or its agents will remain in the COUNTY, or its 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 in attached Exhibit "A", have good and lawful right and power to sell and convey it, and that the property is free of 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 the COUNTY against all claims and demands of all other entities.

6. GRANTOR, its heirs, successors or assigns, agree 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 in violation of paragraph 3 within the above easement, which result from the required activities of the COUNTY for the construction, maintenance or repairs to the utilities located within the above-described easement.

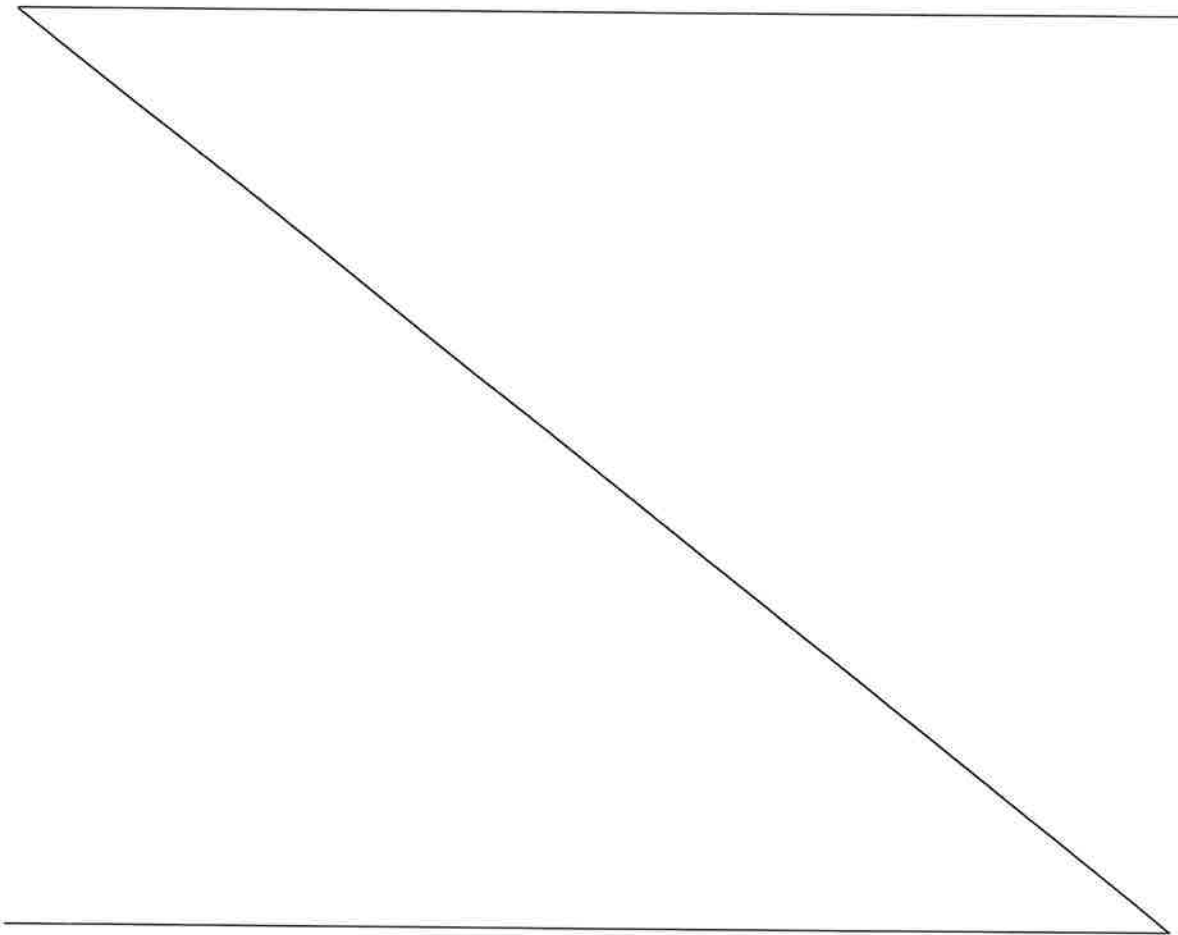
7. The GRANTOR covenants to and with Lee County that they are lawfully seized and possessed of the above-described Property and have good and lawful title thereof with the right to sell or convey interests therein such that GRANTOR will forever warrant and defend the title and terms of this Easement against any and all claims. If GRANTOR conveys this Easement subject to any mortgages, liens, or other encumbrances, then a properly executed Subordination of Encumbrance for each such matter is attached to this instrument.

8. Where necessary, the COUNTY will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement in attached 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 the COUNTY, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the COUNTY 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.

Lee Memorial Health System, a public body created by Chapter 2000-439, Laws of Florida, formerly known as Hospital Board of Directors of Lee County, a Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital

BY:

\_\_\_\_\_  
[1<sup>st</sup> Witness' Signature]

\_\_\_\_\_  
[Type or Print Name]

\_\_\_\_\_  
[2<sup>nd</sup> Witness' Signature]

\_\_\_\_\_  
[Type or Print Name]

\_\_\_\_\_  
[Signature Grantor's/Owner's]

James Nathan

\_\_\_\_\_  
[Type or Print Signatory's Name]

President

\_\_\_\_\_  
[Signatory's Title]

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by James Nathan, President of Lee Memorial Health System, a public body created by Chapter 2000-439, Laws of Florida, formerly known as Hospital Board of Directors of Lee County, a Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital, on behalf of the Board, who produced the following as identification \_\_\_\_\_ or is personally known to me, and who did/did not take an oath.

[stamp or seal]

\_\_\_\_\_  
[Signature of Notary]

\_\_\_\_\_  
[Typed or Printed Name]



Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: \_\_\_\_\_  
Office of the County Attorney

Attachment: Exhibit "A" – Legal Description/Sketch of Public Utility Easement



c:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch 30' LCU Easement.dwg (S&D SHT 1) MLB Nov 16, 2016 - 11:02am



(INTENDED DISPLAY SCALE: 1"=50')

**LEGEND**

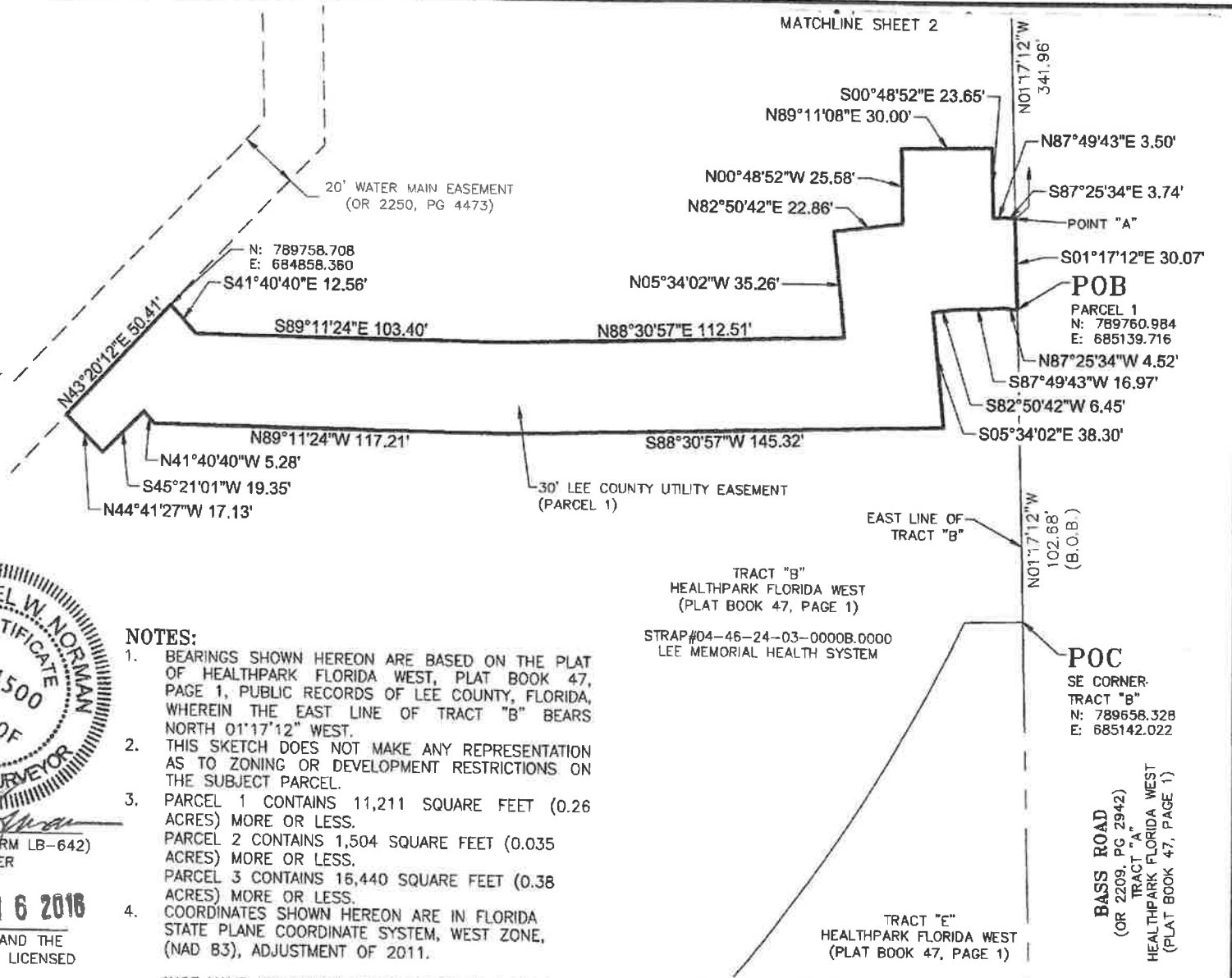
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH



**THIS IS NOT**

MICHAEL W. NORMAN (FOR THE FIRM LB-642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: **NOV 16 2016**  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WHEREIN THE EAST LINE OF TRACT "B" BEARS NORTH 01°17'12" WEST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. PARCEL 1 CONTAINS 11,211 SQUARE FEET (0.26 ACRES) MORE OR LESS.  
 PARCEL 2 CONTAINS 1,504 SQUARE FEET (0.035 ACRES) MORE OR LESS.  
 PARCEL 3 CONTAINS 16,440 SQUARE FEET (0.38 ACRES) MORE OR LESS.
4. COORDINATES SHOWN HEREON ARE IN FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, (NAD 83), ADJUSTMENT OF 2011.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

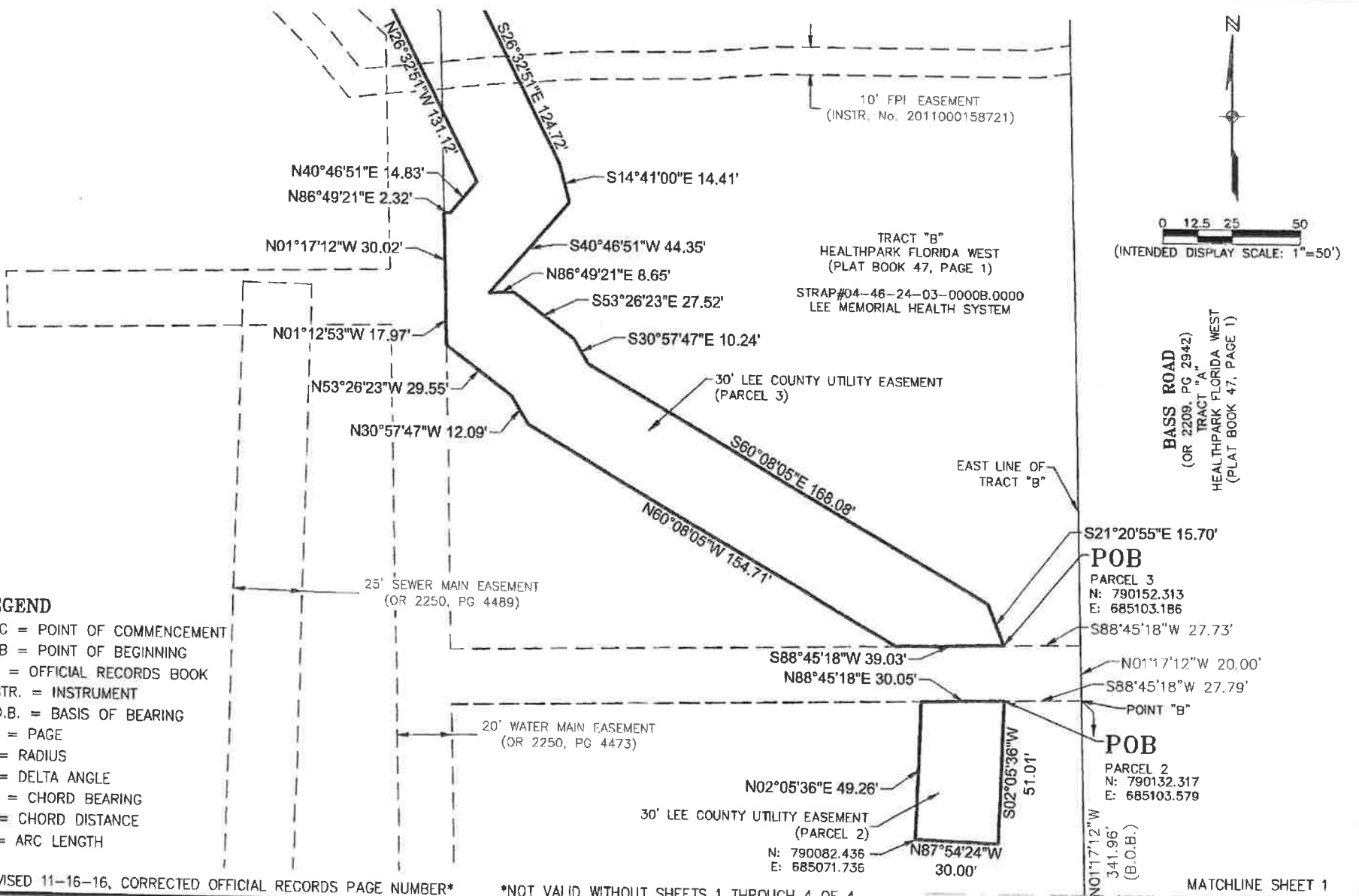
**JOHNSON ENGINEERING**

2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

**30' LEE COUNTY UTILITY EASEMENT**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=50'	1 of 4

O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 -- Sketch 30' LCU Easement.dwg (S&D SHF 2) MLB Nov 16, 2016 - 11:01am



**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH

\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

MATCHLINE SHEET 1

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

**JOHNSON**  
**ENGINEERING**

2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

**30' LEE COUNTY UTILITY EASEMENT**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=50'	2 of 4

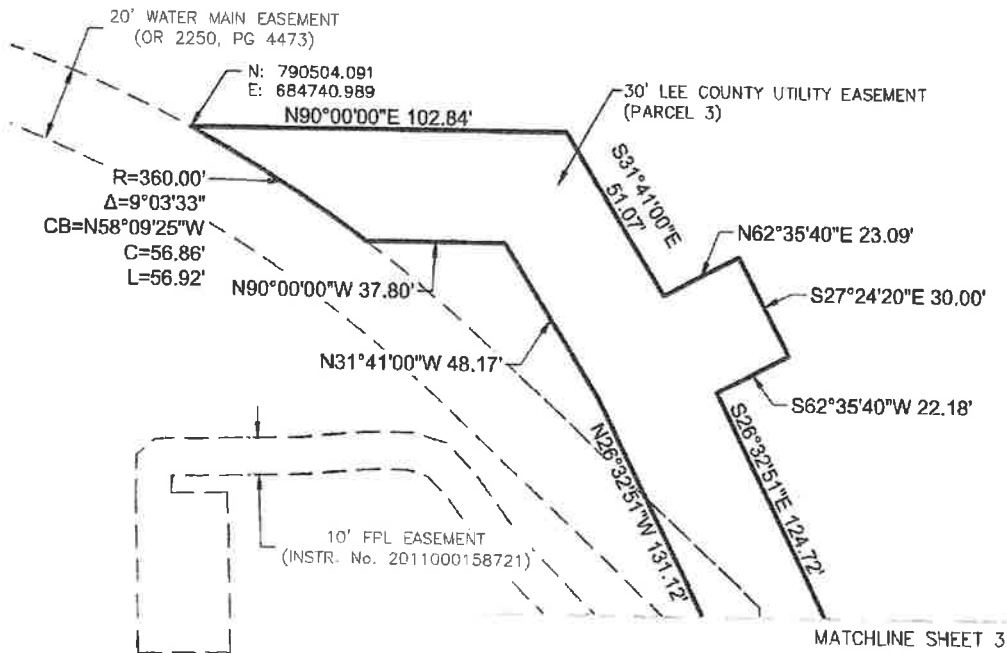
0:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch 30' LCU Easement.dwg (S&D SH# 3) MLB Nov 16, 2016 - 11:02am



(INTENDED DISPLAY SCALE: 1"=50')

**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH



TRACT "B"  
HEALTHPARK FLORIDA WEST  
(PLAT BOOK 47, PAGE 1)  
STRAP#04-46-24-03-0000B.0000  
LEE MEMORIAL HEALTH SYSTEM

BASS ROAD  
(OR 2209, PG 2942)  
TRACT "A"  
HEALTHPARK FLORIDA WEST  
(PLAT BOOK 47, PAGE 1)

EAST LINE OF  
TRACT "B"

MATCHLINE SHEET 3

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.  
\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
PLAT BOOK 47, PAGE 1  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #842 & L.B. #642

30' LEE COUNTY UTILITY EASEMENT

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=50'	3 of 4

O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch 30' LCU Easement.dwg (S&D SHT 4) MLB Nov 16, 2016 - 11:02am

**DESCRIPTION**

30' LEE COUNTY UTILITY EASEMENT  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

A LEE COUNTY UTILITY EASEMENT LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING A PART OF TRACT "B", HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(PARCEL 1)

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT "B", THENCE RUN NORTHWESTERLY ALONG THE EAST LINE OF SAID TRACT NORTH 01°17'12" WEST, A DISTANCE OF 102.68 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, RUN NORTH 87°25'34" WEST DEPARTING SAID EAST LINE, A DISTANCE OF 4.52 FEET; THENCE SOUTH 87°49'43" WEST, A DISTANCE OF 16.97 FEET; THENCE SOUTH 82°50'42" WEST, A DISTANCE OF 6.45 FEET; THENCE SOUTH 05°34'02" EAST, A DISTANCE OF 38.30 FEET; THENCE SOUTH 88°30'57" WEST, A DISTANCE OF 145.32 FEET; THENCE NORTH 89°11'24" WEST, A DISTANCE OF 117.21 FEET; THENCE NORTH 41°40'40" WEST, A DISTANCE OF 5.28 FEET; THENCE SOUTH 45°21'01" WEST, A DISTANCE OF 19.35 FEET; THENCE NORTH 44°41'27" WEST, A DISTANCE OF 17.13 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN EXISTING 20 FOOT WIDE WATER MAIN EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2250, PAGE 4473, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASEMENT NORTH 43°20'12" EAST, A DISTANCE OF 50.41 FEET; THENCE DEPARTING SAID EASEMENT SOUTH 41°40'40" EAST, A DISTANCE OF 12.56 FEET; THENCE SOUTH 89°11'24" EAST, A DISTANCE OF 103.40 FEET; THENCE NORTH 88°30'57" EAST, A DISTANCE OF 112.51 FEET; THENCE NORTH 05°34'02" WEST, A DISTANCE OF 35.26 FEET; THENCE NORTH 82°50'42" EAST, A DISTANCE OF 22.86 FEET; THENCE NORTH 00°48'52" WEST, A DISTANCE OF 25.58 FEET; THENCE NORTH 89°11'08" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°48'52" EAST, A DISTANCE OF 23.65 FEET; THENCE NORTH 87°49'43" EAST, A DISTANCE OF 3.50 FEET; THENCE SOUTH 87°25'34" EAST, A DISTANCE OF 3.74 FEET TO AN INTERSECTION WITH SAID EAST LINE OF TRACT "B" AND A POINT DESIGNATED "A"; THENCE SOUTHEASTERLY ALONG SAID EAST LINE SOUTH 01°17'12" EAST, A DISTANCE OF 30.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,211 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.

(PARCEL 2)

FROM THE HEREINABOVE POINT DESIGNATED "A", RUN ALONG SAID EAST LINE OF TRACT "B" NORTH 01°17'12" WEST, A DISTANCE OF 341.96 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID 20 FOOT WIDE WATER MAIN EASEMENT AND A POINT DESIGNATED "B"; THENCE DEPARTING SAID EAST LINE SOUTH 88°45'18" WEST, A DISTANCE OF 27.79 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE DEPARTING SAID EASEMENT SOUTH 02°05'36" WEST, A DISTANCE OF 51.01 FEET; THENCE NORTH 87°54'24" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 02°05'36" EAST, A DISTANCE OF 49.26 FEET TO AN INTERSECTION WITH SAID SOUTH EASEMENT LINE; THENCE ALONG SAID EASEMENT NORTH 88°45'18" EAST, A DISTANCE OF 30.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,504 SQUARE FEET OR 0.035 ACRES, MORE OR LESS.

(PARCEL 3)

FROM THE HEREINABOVE POINT DESIGNATED "B", RUN ALONG SAID EAST LINE OF TRACT "B" NORTH 01°17'12" WEST, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID 20 FOOT WIDE WATER MAIN EASEMENT; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°45'18" WEST ALONG SAID WATER MAIN EASEMENT, A DISTANCE OF 27.73 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID 20 FOOT WIDE WATER MAIN EASEMENT SOUTH 88°45'18" WEST, A DISTANCE OF 39.03 FEET; THENCE DEPARTING SAID EASEMENT NORTH 60°08'05" WEST, A DISTANCE OF 154.71 FEET; THENCE NORTH 30°57'47" WEST, A DISTANCE OF 12.09 FEET; THENCE NORTH 53°26'23" WEST, A DISTANCE OF 29.55 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID WATER MAIN EASEMENT; THENCE ALONG SAID EASEMENT NORTH 01°12'53" WEST, A DISTANCE OF 17.97 FEET; THENCE NORTH 01°17'12" WEST, A DISTANCE OF 30.02 FEET; THENCE DEPARTING SAID EASEMENT NORTH 86°49'21" EAST, A DISTANCE OF 2.32 FEET; THENCE NORTH 40°46'51" EAST, A DISTANCE OF 14.83 FEET; THENCE NORTH 26°32'51" WEST, A DISTANCE OF 131.12 FEET; THENCE NORTH 31°41'00" WEST, A DISTANCE OF 48.17 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 37.80 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY CURVED LINE OF SAID WATER MAIN EASEMENT AND A POINT ON A NON-TANGENTIAL CURVE TO THE LEFT; THENCE ALONG SAID EASEMENT AND CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET, (DELTA 09°03'33"), (CHORD BEARING NORTH 58°09'25" WEST), AND (CHORD 56.86 FEET), FOR A DISTANCE OF 56.92 FEET; THENCE DEPARTING SAID EASEMENT NORTH 90°00'00" EAST, A DISTANCE OF 102.84 FEET; THENCE SOUTH 31°41'00" EAST, A DISTANCE OF 51.07 FEET; THENCE NORTH 62°35'40" EAST, A DISTANCE OF 23.09 FEET; THENCE SOUTH 27°24'20" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 62°35'40" WEST, A DISTANCE OF 22.18 FEET; THENCE SOUTH 26°32'51" EAST, A DISTANCE OF 124.72 FEET; THENCE SOUTH 14°41'00" EAST, A DISTANCE OF 14.41 FEET; THENCE SOUTH 40°46'51" WEST, A DISTANCE OF 44.35 FEET; THENCE NORTH 86°49'21" EAST, A DISTANCE OF 8.65 FEET; THENCE SOUTH 53°26'23" EAST, A DISTANCE OF 27.52 FEET; THENCE SOUTH 30°57'47" EAST, A DISTANCE OF 10.24 FEET; THENCE SOUTH 60°08'05" EAST, A DISTANCE OF 168.08 FEET; THENCE SOUTH 21°20'55" EAST, A DISTANCE OF 15.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,440 SQUARE FEET OR 0.38 ACRES, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE BASED ON STATE PLANE COORDINATES FOR FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 WHEREIN THE EAST LINE OF TRACT "B" AS SHOWN ON THE PLAT OF HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 47, PAGE 1 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEARS NORTH 01°17'12" WEST

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.  
 \*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	N/A	4 of 4



This Instrument Prepared by:

EXHIBIT "C"

Lee County  
Department of County Lands  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Page 1 of 2

Part of STRAP No. 04-46-24-03-0000B.0000

THIS SPACE FOR RECORDING

## COUNTY DEED (Statutory)

**THIS DEED** is given this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 ("*County*" or "*Grantor*"), to **LEE MEMORIAL HEALTH SYSTEM**, a public body created by Chapter 2000-439, Laws of Florida, whose address is 9800 S. Healthpark Drive, Suite 350, Fort Myers, FL 33908 ("*Grantee*").

For and in consideration of the sum of Ten and xx/1000 Dollars (\$10.00) to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the County grants and conveys to the Grantee, its heirs and assigns forever, all right, title and interest in a portion of the utility easements given to Florida Cities Water Company by Lee Memorial Hospital, Inc., a Florida not-for-profit corporation, d/b/a Lee Healthcare Resources as described in the Exclusive and Perpetual Gravity Sewer Main Easement Grant, dated June 26, 1991, recorded October 4, 1991, in Official Records (O.R.) Book 2250, Page 4489, and as described in the Exclusive and Perpetual Water Pipeline Easement Grant dated June 26, 1991, recorded October 4, 1991, in Official Records (O.R.) Book 2250, Page 4473, in the Public Records of Lee County, Florida, and which portion of the aforesaid utility easements is more particularly described in attached Exhibit "X".

This deed conveys only the interest of the County and its Board of County Commissioners in that certain portion of the Exclusive and Perpetual Gravity Sewer Main and Water Pipeline Easement Grants described in attached Exhibit "X," and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF, the County has caused this County Deed to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said Board, the day and year first written above.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
[Signature]

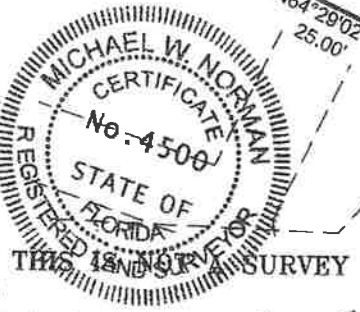
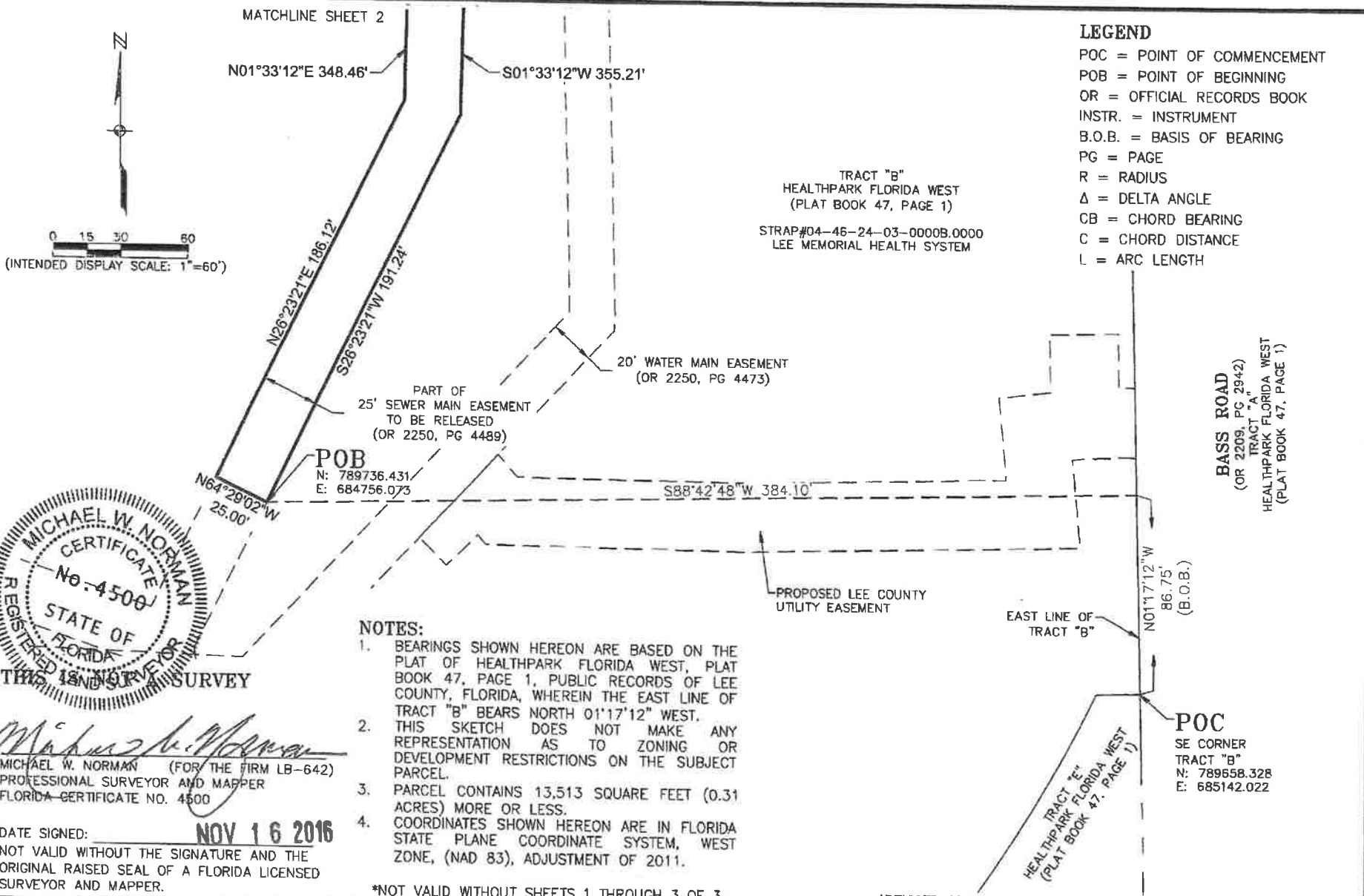
\_\_\_\_\_  
[Type or Print Name]  
Deputy Clerk

\_\_\_\_\_  
[Type or print name]  
Chair / Vice-Chair

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

By: \_\_\_\_\_  
Office of the County Attorney  
Assistant County Attorney

0:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Sewer.dwg (S&D SHT 1) MLB Nov 16, 2016 - 11:14am



*Michael W. Norman*  
 MICHAEL W. NORMAN (FOR THE FIRM LB-642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: **NOV 16 2016**  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3

\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

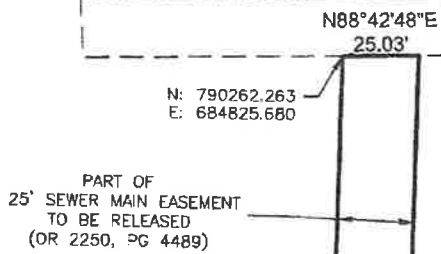


2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

RELEASE OF PART OF A  
 25' SEWER MAIN EASEMENT  
 (OR 2250, PG 4489)

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	1 of 3

O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Sewer.dwg (S&D SHT 2) MLB Nov 15, 2016 - 11:13am



N: 790262.263  
E: 684825.680

PART OF  
25' SEWER MAIN EASEMENT  
TO BE RELEASED  
(OR 2250, PG 4489)

N01°33'12"E 348.46'  
S01°33'12"W 385.21'

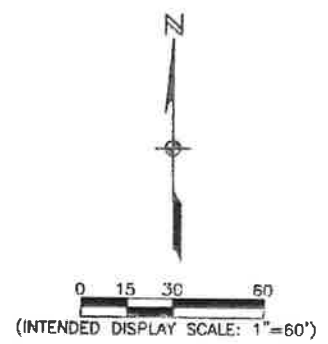
N88°42'48"E  
25.03'

20' WATER MAIN EASEMENT  
(OR 2250, PG 4473)

TRACT "B"  
HEALTHPARK FLORIDA WEST  
(PLAT BOOK 47, PAGE 1)  
STRAP#04-46-24-03-0000B.0000  
LEE MEMORIAL HEALTH SYSTEM

EAST LINE OF  
TRACT "B"

PROPOSED LEE COUNTY  
UTILITY EASEMENT



**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH

MATCHLINE SHEET 1

\*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3  
\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
PLAT BOOK 47, PAGE 1  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

**JOHNSON**  
**ENGINEERING**

2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

RELEASE OF PART OF A  
25' SEWER MAIN EASEMENT  
(OR 2250, PG 4489)

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	2 of 3

**DESCRIPTION**

RELEASE OF PART OF A 25 FOOT SEWER MAIN EASEMENT  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

THE RELEASE OF PART OF A 25 FOOT SEWER MAIN EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 2250, PAGE 4489, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, ALSO LYING IN TRACT "B", HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT "B", THENCE RUN NORTHWESTERLY ALONG THE EAST LINE OF SAID TRACT NORTH 01°17'12" WEST, A DISTANCE OF 86.75 FEET, THENCE DEPARTING SAID EAST LINE SOUTH 88°42'48" WEST, A DISTANCE OF 384.10 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID SEWER MAIN EASEMENT AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN NORTH 64°29'02" WEST DEPARTING SAID EASEMENT LINE, A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID EASEMENT; THENCE NORTH 26°23'21" EAST, A DISTANCE OF 186.12 FEET; THENCE ALONG THE WEST LINE OF SAID EASEMENT NORTH 01°33'12" EAST, A DISTANCE OF 348.46 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A WATER MAIN EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2250, PAGE 4485, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY LINE NORTH 88°42'48" EAST, A DISTANCE OF 25.03 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID SEWER MAIN EASEMENT; THENCE DEPARTING SAID WATER MAIN EASEMENT, RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE EASTERLY AND SOUTHEASTERLY LINES OF SAID SEWER MAIN EASEMENT SOUTH 01°33'12" WEST, A DISTANCE OF 355.21 FEET, SOUTH 26°23'21" WEST, A DISTANCE OF 191.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,513 SQUARE FEET OR 0.31 ACRES, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE BASED ON STATE PLANE COORDINATES FOR FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 WHEREIN THE EAST LINE OF TRACT "B" AS SHOWN ON THE PLAT OF HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 47, PAGE 1 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEARS NORTH 01°17'12" WEST.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3  
\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sewer.dwg (S&D SHT 3) MLB Nov 16, 2016 - 11:12am

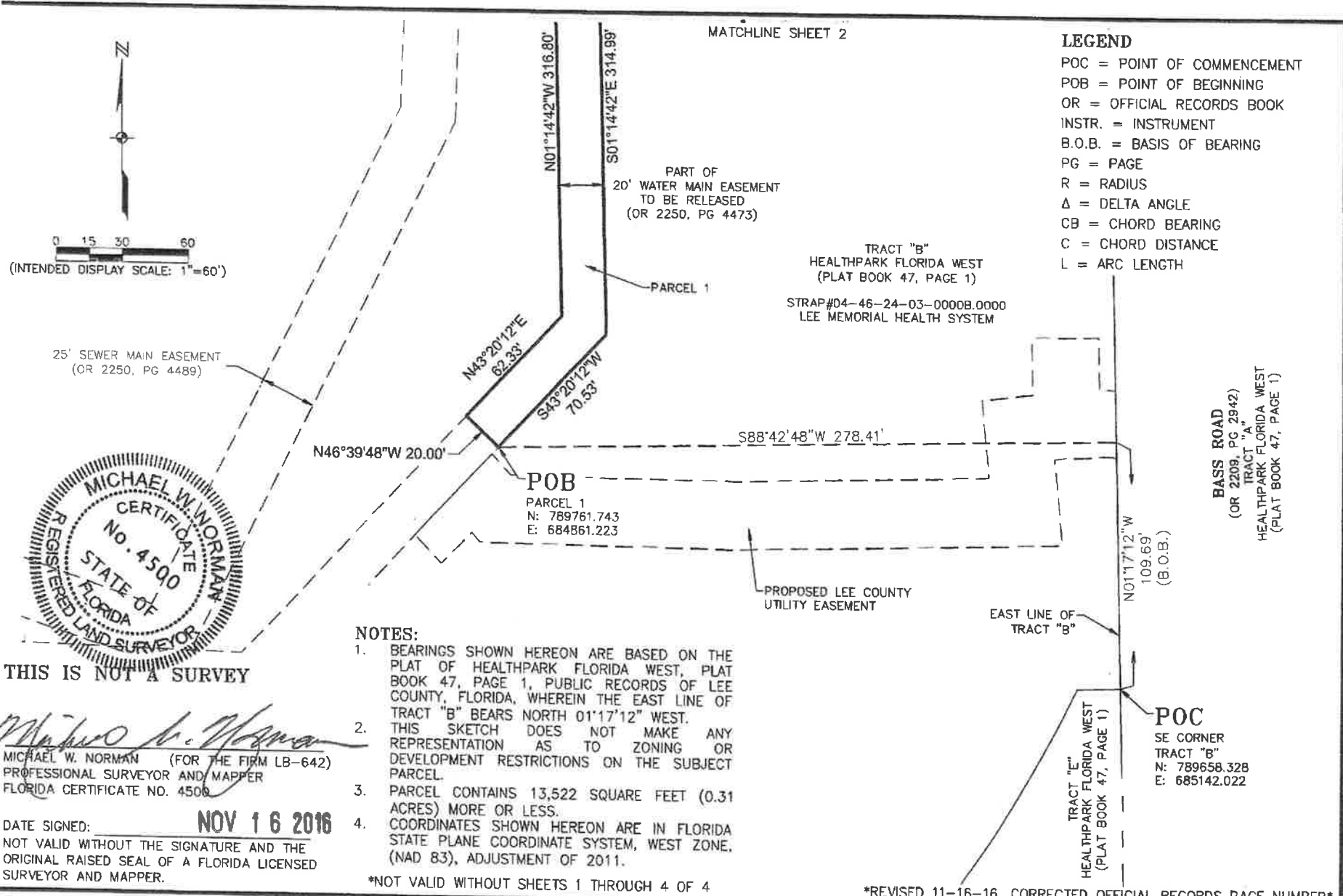
HEALTHPARK FLORIDA WEST  
PLAT BOOK 47, PAGE 1  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA



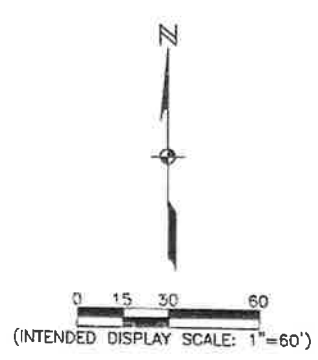
2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	N/A	3 of 3

C:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Water Main.dwg (S&D SHT 1) MLB Nov 16, 2016 - 11:09am



**LEGEND**  
 POC = POINT OF COMMENCEMENT  
 POB = POINT OF BEGINNING  
 OR = OFFICIAL RECORDS BOOK  
 INSTR. = INSTRUMENT  
 B.O.B. = BASIS OF BEARING  
 PG = PAGE  
 R = RADIUS  
 Δ = DELTA ANGLE  
 CB = CHORD BEARING  
 C = CHORD DISTANCE  
 L = ARC LENGTH



**THIS IS NOT A SURVEY**

*Michael W. Norman*  
 MICHAEL W. NORMAN (FOR THE FIRM LB-642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: **NOV 16 2016**  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

- NOTES:**
- BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WHEREIN THE EAST LINE OF TRACT "B" BEARS NORTH 01°17'12" WEST.
  - THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
  - PARCEL CONTAINS 13,522 SQUARE FEET (0.31 ACRES) MORE OR LESS.
  - COORDINATES SHOWN HEREON ARE IN FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, (NAD 83), ADJUSTMENT OF 2011.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4

\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

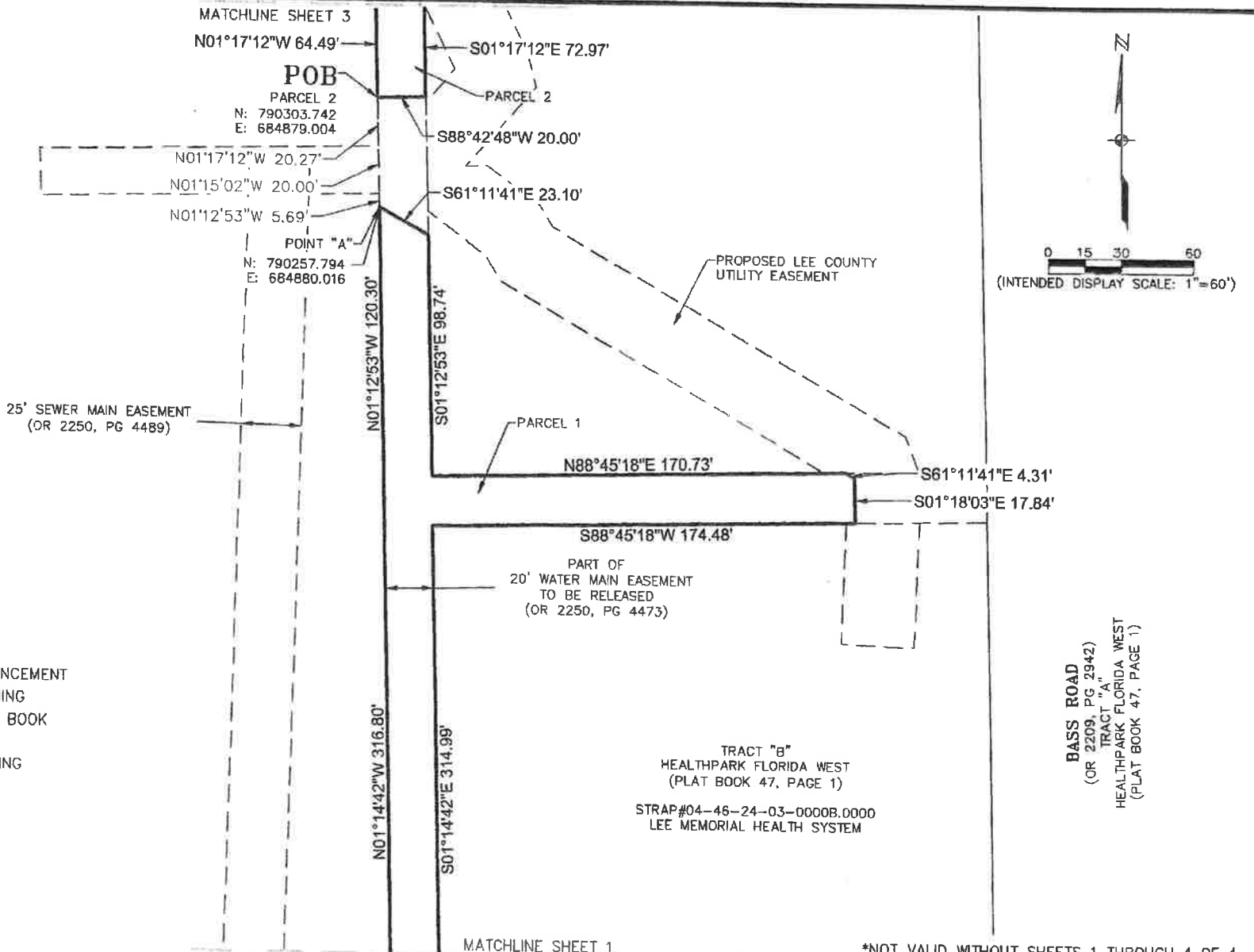


2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

RELEASE OF PART OF A  
 20' WATER MAIN EASEMENT  
 (OR 2250, PG 4473)

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	1 of 4

C:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Water Main.dwg (S&D SHT 2) MJB Nov 16, 2016 - 11:07am



**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4  
 \*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

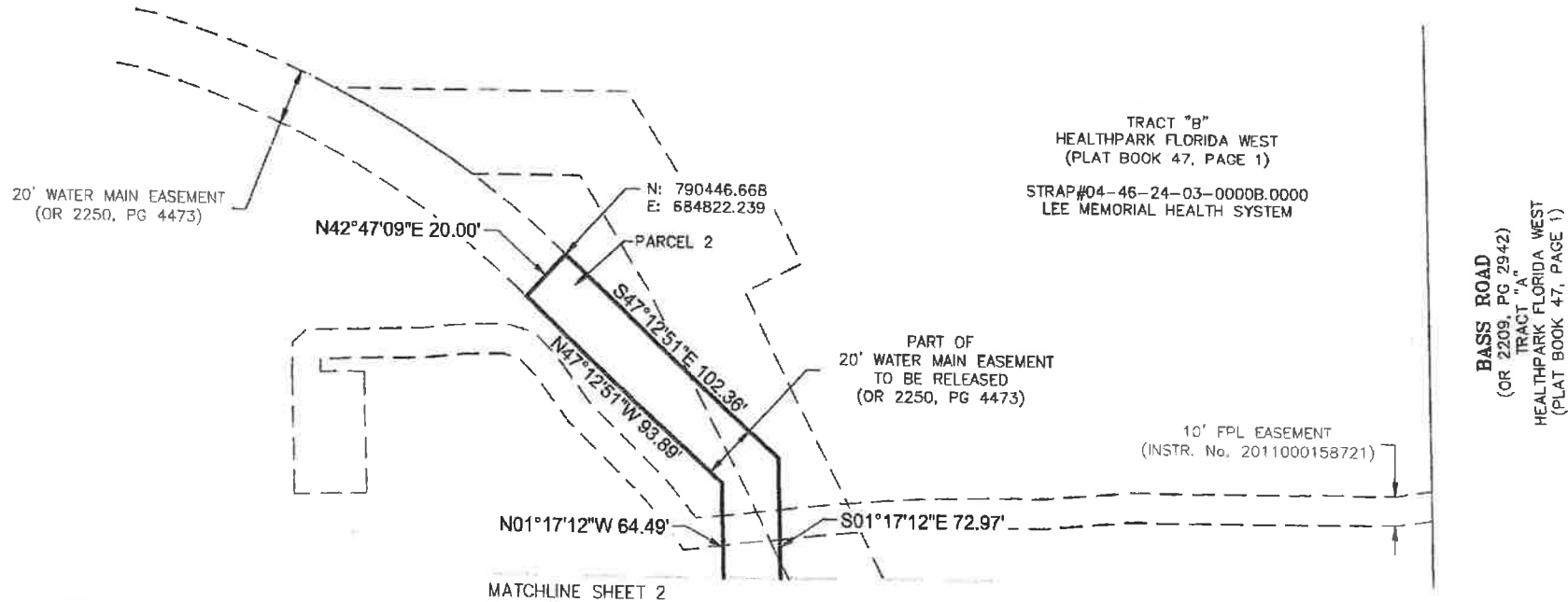
**JOHNSON**  
**ENGINEERING**

2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

RELEASE OF PART OF A  
 20' WATER MAIN EASEMENT  
 (OR 2250, PG 4473)

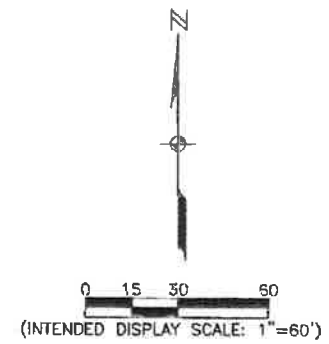
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	2 of 4

o:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Water Main.dwg (S&D SHT 3) MLB Nov 16, 2016 - 11:06am



**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH



\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4  
 \*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

RELEASE OF PART OF A  
 20' WATER MAIN EASEMENT  
 (OR 2250, PG 4473)

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	3 of 4



**DESCRIPTION**

RELEASE OF PART OF A 20 FOOT WATER MAIN EASEMENT  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

THE RELEASE OF PART OF A 20 FOOT WATER MAIN EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 2250, PAGE 4473, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, ALSO LYING IN TRACT "B", HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1**

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT "B", THENCE RUN NORTHWESTERLY ALONG THE EAST LINE OF SAID TRACT NORTH 01°17'12" WEST, A DISTANCE OF 109.69 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 88°42'48" WEST, A DISTANCE OF 278.41 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID WATER MAIN EASEMENT AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE NORTH 46°39'48" WEST DEPARTING SAID EASEMENT LINE, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID EASEMENT; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 43°20'12" EAST, A DISTANCE OF 62.33 FEET; THENCE ALONG THE WEST LINE OF SAID EASEMENT THE FOLLOWING TWO COURSES AND DISTANCES: NORTH 01°14'12" WEST, A DISTANCE OF 316.80 FEET, NORTH 01°12'53" WEST, A DISTANCE OF 120.30 FEET TO A POINT DESIGNATED "A"; THENCE DEPARTING SAID EASEMENT LINE SOUTH 61°11'41" EAST, A DISTANCE OF 23.10 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID EASEMENT; THENCE ALONG SAID EAST LINE SOUTH 01°12'53" EAST, A DISTANCE OF 98.74 FEET; THENCE ALONG THE NORTH LINE OF SAID EASEMENT NORTH 88°45'18" EAST, A DISTANCE OF 170.73 FEET; THENCE DEPARTING SAID EASEMENT LINE SOUTH 61°11'41" EAST, A DISTANCE OF 4.31 FEET; THENCE SOUTH 01°18'03" EAST, A DISTANCE OF 17.84 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID EASEMENT; THENCE SOUTHWESTERLY ALONG SAID EASEMENT LINE SOUTH 88°45'18" WEST, A DISTANCE OF 174.48 FEET; THENCE ALONG THE EAST AND SOUTHEASTERLY LINES OF SAID EASEMENT THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 01°14'42" EAST, A DISTANCE OF 314.99 FEET, SOUTH 43°20'12" WEST, A DISTANCE OF 70.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,522 SQUARE FEET OR 0.31 ACRES, MORE OR LESS.

**PARCEL 2**

FROM HEREINABOVE POINT DESIGNATED "A", RUN ALONG THE WEST LINE OF SAID WATER MAIN EASEMENT THE FOLLOWING THREE COURSES AND DISTANCES: NORTH 01°12'53" WEST, A DISTANCE OF 5.69 FEET, NORTH 01°15'02" WEST, A DISTANCE OF 20.00 FEET, NORTH 01°17'12" WEST, A DISTANCE OF 20.27 FEET THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE WESTERLY LINE OF SAID EASEMENT: NORTH 01°17'12" WEST, A DISTANCE OF 64.49 FEET, NORTH 47°12'51" WEST, A DISTANCE OF 93.89 FEET; THENCE DEPARTING SAID WATER MAIN EASEMENT NORTH 42°47'09" EAST, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID EASEMENT; THENCE ALONG SAID EASEMENT LINE SOUTH 47°12'51" EAST, A DISTANCE OF 102.36 FEET; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID EASEMENT SOUTH 01°17'12" EAST, A DISTANCE OF 72.97 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 88°42'48" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,337 SQUARE FEET OR 0.077 ACRES, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE BASED ON STATE PLANE COORDINATES FOR FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 WHEREIN THE EAST LINE OF TRACT "B" AS SHOWN ON THE PLAT OF HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 47, PAGE 1 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEARS NORTH 01°17'12" WEST.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4  
\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Water Main.dwg (S&D SHT 4) MLB Nov 16, 2016 - 11:04am

HEALTHPARK FLORIDA WEST  
PLAT BOOK 47, PAGE 1  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	N/A	4 of 4

This Instrument Prepared By:  
Department of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Part of Strap Number(s):  
04-46-24-03-0000B.0000



THIS SPACE RESERVED FOR RECORDING

**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT  
TO LEE COUNTY**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between **LEE MEMORIAL HEALTH SYSTEM**, a public body created by Chapter 2000-439, Laws of Florida, formerly known as HOSPITAL BOARD OF DIRECTORS OF LEE COUNTY, A Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital, Owner, whose address is 9800 S. Healthpark Drive, Suite 350, Fort Myers, FL 33908, hereinafter referred to as GRANTOR, and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, FL 33902-0398, hereinafter referred to as the COUNTY.

**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 COUNTY, 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. Lee County, 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 in attached 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.



(Page 1 of 5)

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 the COUNTY or its agents will remain in the COUNTY, or its 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 in attached Exhibit "A", have good and lawful right and power to sell and convey it, and that the property is free of 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 the COUNTY against all claims and demands of all other entities.

6. GRANTOR, its heirs, successors or assigns, agree 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 in violation of paragraph 3 within the above easement, which result from the required activities of the COUNTY for the construction, maintenance or repairs to the utilities located within the above-described easement.

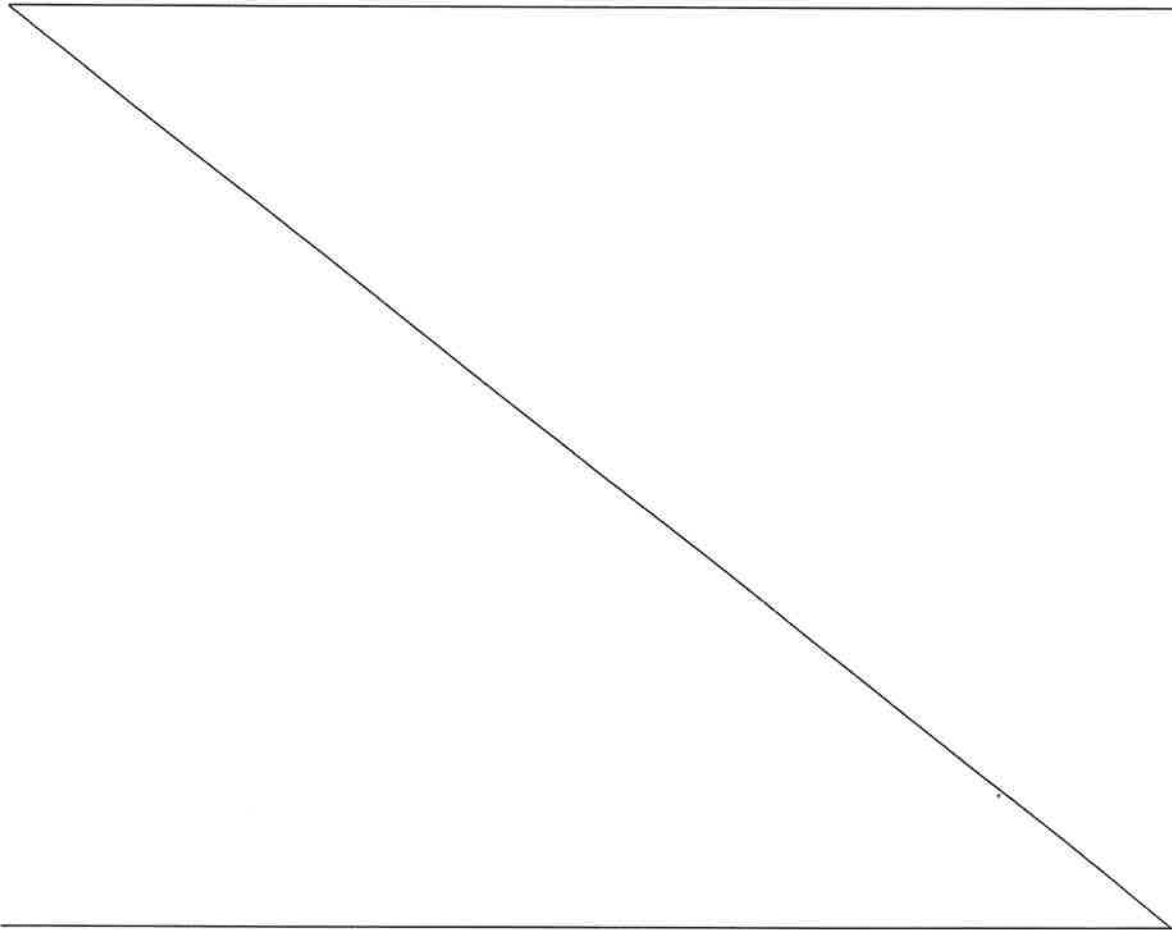
7. The GRANTOR covenants to and with Lee County that they are lawfully seized and possessed of the above-described Property and have good and lawful title thereof with the right to sell or convey interests therein such that GRANTOR will forever warrant and defend the title and terms of this Easement against any and all claims. If GRANTOR conveys this Easement subject to any mortgages, liens, or other encumbrances, then a properly executed Subordination of Encumbrance for each such matter is attached to this instrument.

8. Where necessary, the COUNTY will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement in attached 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 the COUNTY, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the COUNTY 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.

Lee Memorial Health System, a public body created by Chapter 2000-439, Laws of Florida, formerly known as Hospital Board of Directors of Lee County, a Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital

[Handwritten Signature]  
[1<sup>st</sup> Witness' Signature]

Heide Maclean  
[Type or Print Name]

Mary Ramsay  
[2<sup>nd</sup> Witness' Signature]

Mary Ramsay  
[Type or Print Name]

BY: [Handwritten Signature]  
[Signature Grantor's/Owner's]

James Nathan  
[Type or Print Signatory's Name]

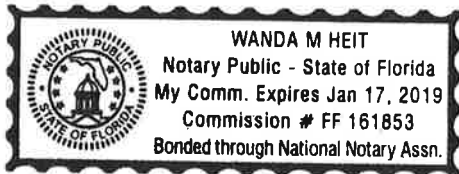
President  
[Signatory's Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 6<sup>th</sup> day of March, 2017, by James Nathan, the President of the Lee Memorial Health System, a public body created by Chapter 2000-439, Laws of Florida, formerly known as Hospital Board of Directors of Lee County, a Special Use District of the State of Florida created by Special Act 63-1552, Laws of Florida, as amended, d/b/a Lee Memorial Hospital, on behalf of the Board, who produced the following as identification \_\_\_\_\_ or is personally known to me, and who did/did not take an oath.

[stamp or seal]



[Handwritten Signature]  
[Signature of Notary]

Wanda M. Heit  
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chair 

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: \_\_\_\_\_  
Office of the County Attorney

Attachment: Exhibit "A" – Legal Description/Sketch of Public Utility Easement

C:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch 30' LCU Easement.dwg (S&D SHT 1) MLE Nov 16, 2016 - 11:02am



**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH



THIS IS NOT

*Michael W. Norman*  
 MICHAEL W. NORMAN (FOR THE FIRM LB-642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 4500

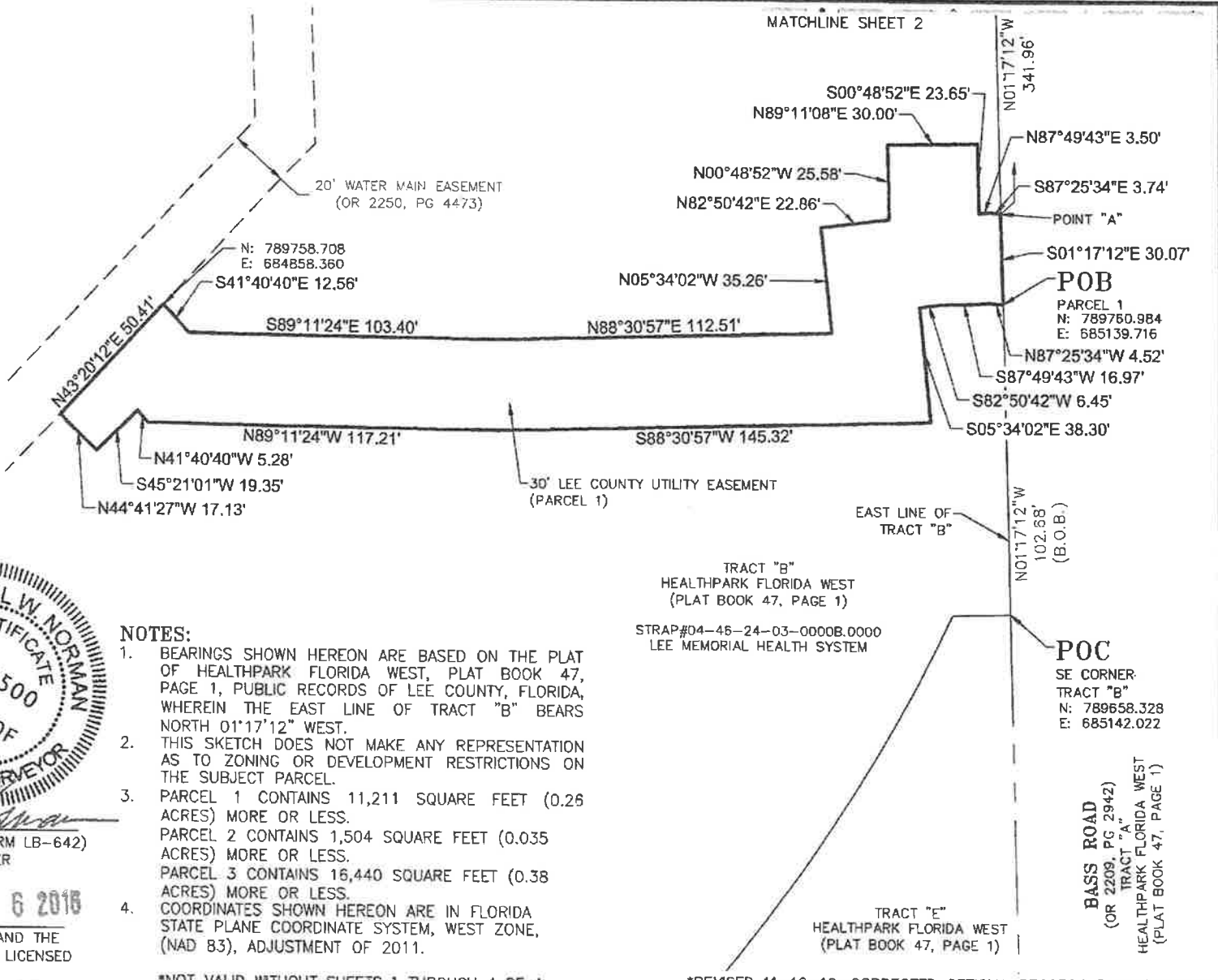
DATE SIGNED: **NOV 16 2016**  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WHEREIN THE EAST LINE OF TRACT "B" BEARS NORTH 01°17'12" WEST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. PARCEL 1 CONTAINS 11,211 SQUARE FEET (0.26 ACRES) MORE OR LESS.  
 PARCEL 2 CONTAINS 1,504 SQUARE FEET (0.035 ACRES) MORE OR LESS.  
 PARCEL 3 CONTAINS 16,440 SQUARE FEET (0.38 ACRES) MORE OR LESS.
4. COORDINATES SHOWN HEREON ARE IN FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, (NAD 83), ADJUSTMENT OF 2011.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

MATCHLINE SHEET 2



**30' LEE COUNTY UTILITY EASEMENT**

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

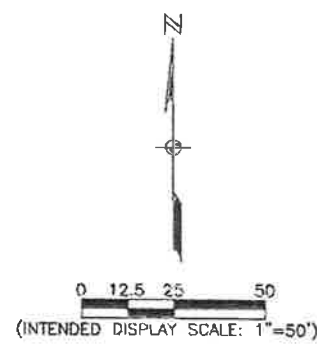
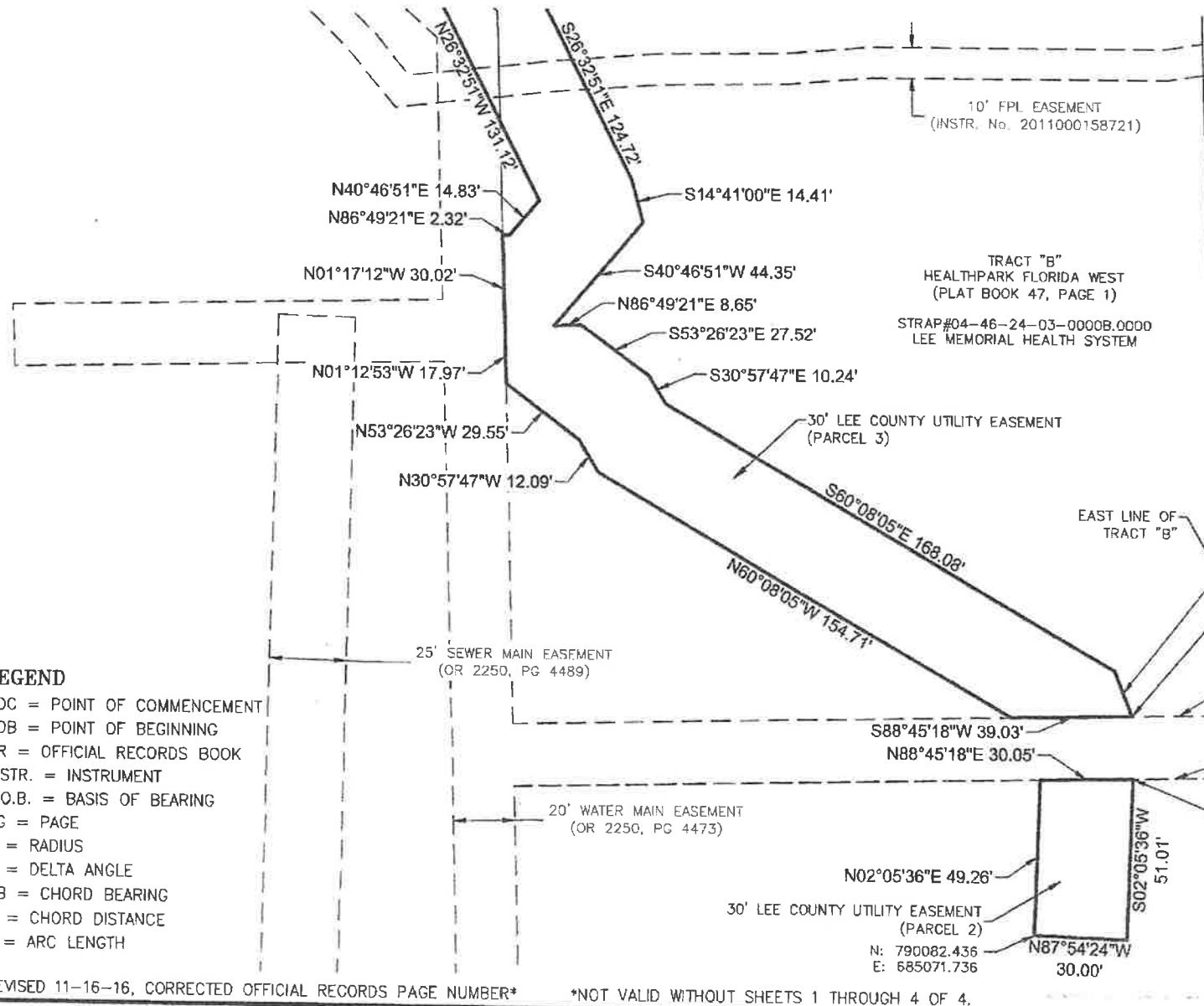


2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=50'	1 of 4

\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch 30' LCU Easement.dwg (S&D SH 2) MLB Nov 16, 2016 - 11:01am



BASS ROAD  
 (OR 2209, PG 2942)  
 TRACT "A"  
 HEALTHPARK FLORIDA WEST  
 (PLAT BOOK 47, PAGE 1)

- LEGEND**
- POC = POINT OF COMMENCEMENT
  - POB = POINT OF BEGINNING
  - OR = OFFICIAL RECORDS BOOK
  - INSTR. = INSTRUMENT
  - B.O.B. = BASIS OF BEARING
  - PG = PAGE
  - R = RADIUS
  - Δ = DELTA ANGLE
  - CB = CHORD BEARING
  - C = CHORD DISTANCE
  - L = ARC LENGTH

EAST LINE OF TRACT "B"  
 S21°20'55"E 15.70'  
**POB**  
 PARCEL 3  
 N: 790152.313  
 E: 685103.186  
 S88°45'18"W 27.73'  
 N01°17'12"W 20.00'  
 S88°45'18"W 27.79'  
 POINT "B"  
**POB**  
 PARCEL 2  
 N: 790132.317  
 E: 685103.579  
 N01°17'12"W 341.96'  
 (B.O.B.)

\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*      \*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

MATCHLINE SHEET 1

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

<b>30' LEE COUNTY UTILITY EASEMENT</b>				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=50'	2 of 4



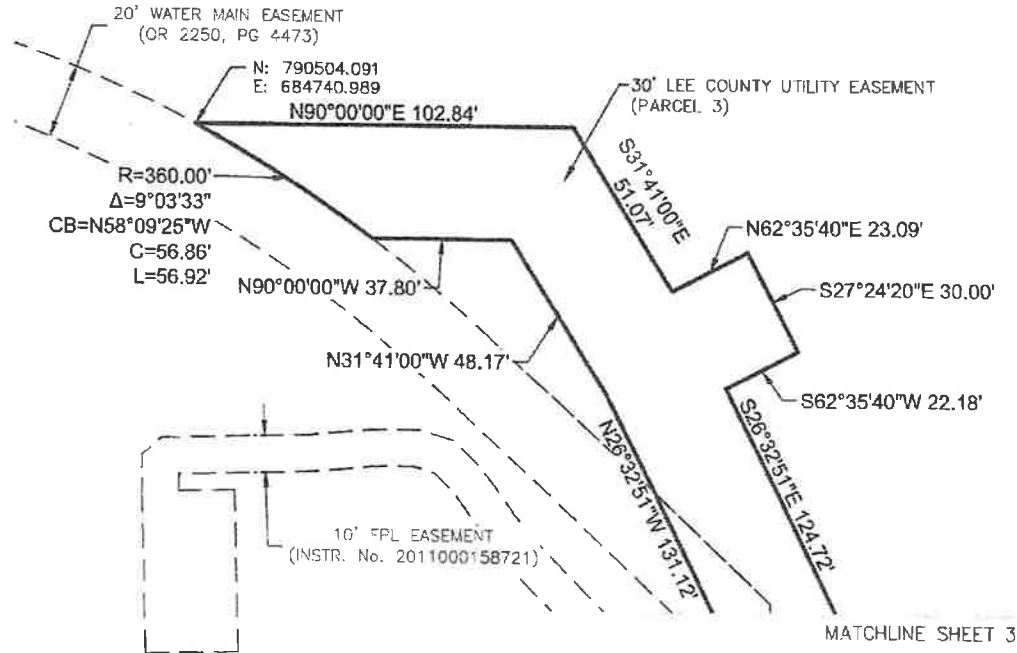
C:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch 30' LCU Easement.dwg (S&D SHT 3) MLB Nov 16, 2016 - 11:02am



0 12.5 25 50  
(INTENDED DISPLAY SCALE: 1"=50')

**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH



TRACT "B"  
HEALTHPARK FLORIDA WEST  
(PLAT BOOK 47, PAGE 1)  
STRAP #04-46-24-03-0000B.0000  
LEE MEMORIAL HEALTH SYSTEM

BASS ROAD  
(OR 2209, PG 2942)  
TRACT "A"  
HEALTHPARK FLORIDA WEST  
(PLAT BOOK 47, PAGE 1)

EAST LINE OF  
TRACT "B"

MATCHLINE SHEET 3

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.  
\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
PLAT BOOK 47, PAGE 1  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

30' LEE COUNTY UTILITY EASEMENT

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=50'	3 of 4

**DESCRIPTION**

30' LEE COUNTY UTILITY EASEMENT  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

A LEE COUNTY UTILITY EASEMENT LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING A PART OF TRACT "B", HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(PARCEL 1)

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT "B", THENCE RUN NORTHWESTERLY ALONG THE EAST LINE OF SAID TRACT NORTH 01°17'12" WEST, A DISTANCE OF 102.68 FEET TO THE POINT OF BEGINNING.  
FROM SAID POINT OF BEGINNING, RUN NORTH 87°25'34" WEST DEPARTING SAID EAST LINE, A DISTANCE OF 4.52 FEET; THENCE SOUTH 87°49'43" WEST, A DISTANCE OF 16.97 FEET; THENCE SOUTH 82°50'42" WEST, A DISTANCE OF 6.45 FEET; THENCE SOUTH 05°34'02" EAST, A DISTANCE OF 38.30 FEET; THENCE SOUTH 88°30'57" WEST, A DISTANCE OF 145.32 FEET; THENCE NORTH 89°11'24" WEST, A DISTANCE OF 117.21 FEET; THENCE NORTH 41°40'40" WEST, A DISTANCE OF 5.28 FEET; THENCE SOUTH 45°21'01" WEST, A DISTANCE OF 19.35 FEET; THENCE NORTH 44°41'27" WEST, A DISTANCE OF 17.13 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN EXISTING 20 FOOT WIDE WATER MAIN EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2250, PAGE 4473, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASEMENT NORTH 43°20'12" EAST, A DISTANCE OF 50.41 FEET; THENCE DEPARTING SAID EASEMENT SOUTH 41°40'40" EAST, A DISTANCE OF 12.56 FEET; THENCE SOUTH 89°11'24" EAST, A DISTANCE OF 103.40 FEET; THENCE NORTH 88°30'57" EAST, A DISTANCE OF 112.51 FEET; THENCE NORTH 05°34'02" WEST, A DISTANCE OF 35.26 FEET; THENCE NORTH 82°50'42" EAST, A DISTANCE OF 22.86 FEET; THENCE NORTH 00°48'52" WEST, A DISTANCE OF 25.58 FEET; THENCE NORTH 89°11'08" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°48'52" EAST, A DISTANCE OF 23.65 FEET; THENCE NORTH 87°49'43" EAST, A DISTANCE OF 3.50 FEET; THENCE SOUTH 87°25'34" EAST, A DISTANCE OF 3.74 FEET TO AN INTERSECTION WITH SAID EAST LINE OF TRACT "B" AND A POINT DESIGNATED "A"; THENCE SOUTHEASTERLY ALONG SAID EAST LINE SOUTH 01°17'12" EAST, A DISTANCE OF 30.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,211 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.

(PARCEL 2)

FROM THE HEREINABOVE POINT DESIGNATED "A", RUN ALONG SAID EAST LINE OF TRACT "B" NORTH 01°17'12" WEST, A DISTANCE OF 341.96 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID 20 FOOT WIDE WATER MAIN EASEMENT AND A POINT DESIGNATED "B"; THENCE DEPARTING SAID EAST LINE SOUTH 88°45'18" WEST, A DISTANCE OF 27.79 FEET TO THE POINT OF BEGINNING.  
FROM SAID POINT OF BEGINNING, THENCE DEPARTING SAID EASEMENT SOUTH 02°05'36" WEST, A DISTANCE OF 51.01 FEET; THENCE NORTH 87°54'24" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 02°05'36" EAST, A DISTANCE OF 49.26 FEET TO AN INTERSECTION WITH SAID SOUTH EASEMENT LINE; THENCE ALONG SAID EASEMENT NORTH 88°45'18" EAST, A DISTANCE OF 30.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,504 SQUARE FEET OR 0.035 ACRES, MORE OR LESS.

(PARCEL 3)

FROM THE HEREINABOVE POINT DESIGNATED "B", RUN ALONG SAID EAST LINE OF TRACT "B" NORTH 01°17'12" WEST, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID 20 FOOT WIDE WATER MAIN EASEMENT; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°45'18" WEST ALONG SAID WATER MAIN EASEMENT, A DISTANCE OF 27.73 FEET TO THE POINT OF BEGINNING.  
FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID 20 FOOT WIDE WATER MAIN EASEMENT SOUTH 88°45'18" WEST, A DISTANCE OF 39.03 FEET; THENCE DEPARTING SAID EASEMENT NORTH 60°08'05" WEST, A DISTANCE OF 154.71 FEET; THENCE NORTH 30°57'47" WEST, A DISTANCE OF 12.09 FEET; THENCE NORTH 53°26'23" WEST, A DISTANCE OF 29.55 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID WATER MAIN EASEMENT; THENCE ALONG SAID EASEMENT NORTH 01°12'53" WEST, A DISTANCE OF 17.97 FEET; THENCE NORTH 01°17'12" WEST, A DISTANCE OF 30.02 FEET; THENCE DEPARTING SAID EASEMENT NORTH 86°49'21" EAST, A DISTANCE OF 2.32 FEET; THENCE NORTH 40°46'51" EAST, A DISTANCE OF 14.83 FEET; THENCE NORTH 26°32'51" WEST, A DISTANCE OF 131.12 FEET; THENCE NORTH 31°41'00" WEST, A DISTANCE OF 48.17 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 37.80 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY CURVED LINE OF SAID WATER MAIN EASEMENT AND A POINT ON A NON-TANGENTIAL CURVE TO THE LEFT; THENCE ALONG SAID EASEMENT AND CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET, (DELTA 09°03'33"), (CHORD BEARING NORTH 58°09'25" WEST), AND (CHORD 56.86 FEET), FOR A DISTANCE OF 56.92 FEET; THENCE DEPARTING SAID EASEMENT NORTH 90°00'00" EAST, A DISTANCE OF 102.84 FEET; THENCE SOUTH 31°41'00" EAST, A DISTANCE OF 51.07 FEET; THENCE NORTH 62°35'40" EAST, A DISTANCE OF 23.09 FEET; THENCE SOUTH 27°24'20" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 62°35'40" WEST, A DISTANCE OF 22.18 FEET; THENCE SOUTH 26°32'51" EAST, A DISTANCE OF 124.72 FEET; THENCE SOUTH 14°41'00" EAST, A DISTANCE OF 14.41 FEET; THENCE SOUTH 40°46'51" WEST, A DISTANCE OF 44.35 FEET; THENCE NORTH 86°49'21" EAST, A DISTANCE OF 8.65 FEET; THENCE SOUTH 53°26'23" EAST, A DISTANCE OF 27.52 FEET; THENCE SOUTH 30°57'47" EAST, A DISTANCE OF 10.24 FEET; THENCE SOUTH 60°08'05" EAST, A DISTANCE OF 168.08 FEET; THENCE SOUTH 21°20'55" EAST, A DISTANCE OF 15.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,440 SQUARE FEET OR 0.38 ACRES, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE BASED ON STATE PLANE COORDINATES FOR FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 WHEREIN THE EAST LINE OF TRACT "B" AS SHOWN ON THE PLAT OF HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 47, PAGE 1 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEARS NORTH 01°17'12" WEST

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.  
\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

0:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch 30' LCU Easement.dwg (S&D SH# 4) MLB Nov 16, 2016 - 11:02am

HEALTHPARK FLORIDA WEST  
PLAT BOOK 47, PAGE 1  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	N/A	4 of 4

This Instrument Prepared by:

Lee County  
Department of County Lands  
Post Office Box 398  
Fort Myers, Florida 33902-0398

**ORIGINAL**

Part of STRAP No. 04-46-24-03-0000B.0000

THIS SPACE FOR RECORDING

**COUNTY DEED**  
(Statutory)

**THIS DEED** is given this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 ("*County*" or *Grantor*"), to **LEE MEMORIAL HEALTH SYSTEM**, a public body created by Chapter 2000-439, Laws of Florida, whose address is 9800 S. Healthpark Drive, Suite 350, Fort Myers, FL 33908 ("*Grantee*").

For and in consideration of the sum of Ten and xx/1000 Dollars (\$10.00) to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the County grants and conveys to the Grantee, its heirs and assigns forever, all right, title and interest in a portion of the utility easements given to Florida Cities Water Company by Lee Memorial Hospital, Inc., a Florida not-for-profit corporation, d/b/a Lee Healthcare Resources as described in the Exclusive and Perpetual Gravity Sewer Main Easement Grant, dated June 26, 1991, recorded October 4, 1991, in Official Records (O.R.) Book 2250, Page 4489, and as described in the Exclusive and Perpetual Water Pipeline Easement Grant dated June 26, 1991, recorded October 4, 1991, in Official Records (O.R.) Book 2250, Page 4473, in the Public Records of Lee County, Florida, and which portion of the aforesaid utility easements is more particularly described in attached Exhibit "X".

This deed conveys only the interest of the County and its Board of County Commissioners in that certain portion of the Exclusive and Perpetual Gravity Sewer Main and Water Pipeline Easement Grants described in attached Exhibit "X," and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF, the County has caused this County Deed to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said Board, the day and year first written above.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_

\_\_\_\_\_  
[Type or Print Name]  
Deputy Clerk

BY: \_\_\_\_\_  
[Signature]

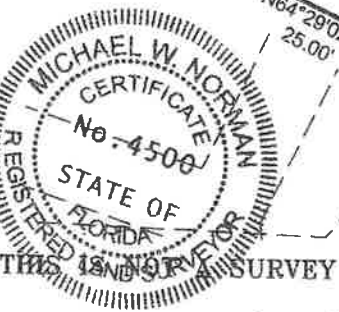
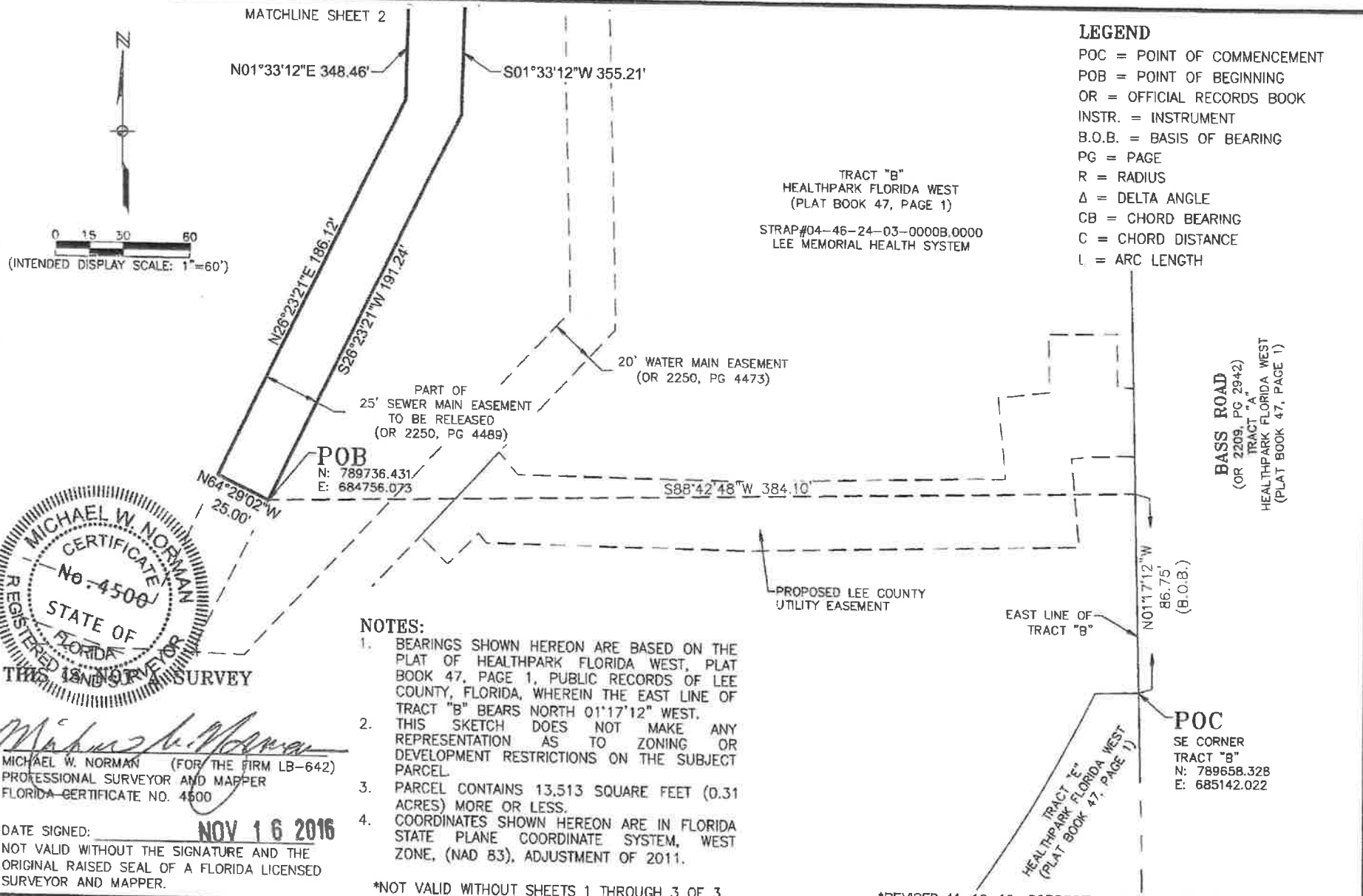
\_\_\_\_\_  
[Type or print name]  
Chair / Vice-Chair



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

By: \_\_\_\_\_  
Office of the County Attorney  
Assistant County Attorney

0:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Sewer.dwg (S&D SHT 1) MLB Nov 16, 2016 - 11:14am



*Michael W. Norman*  
 MICHAEL W. NORMAN (FOR THE FIRM LB-642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: **NOV 16 2016**  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

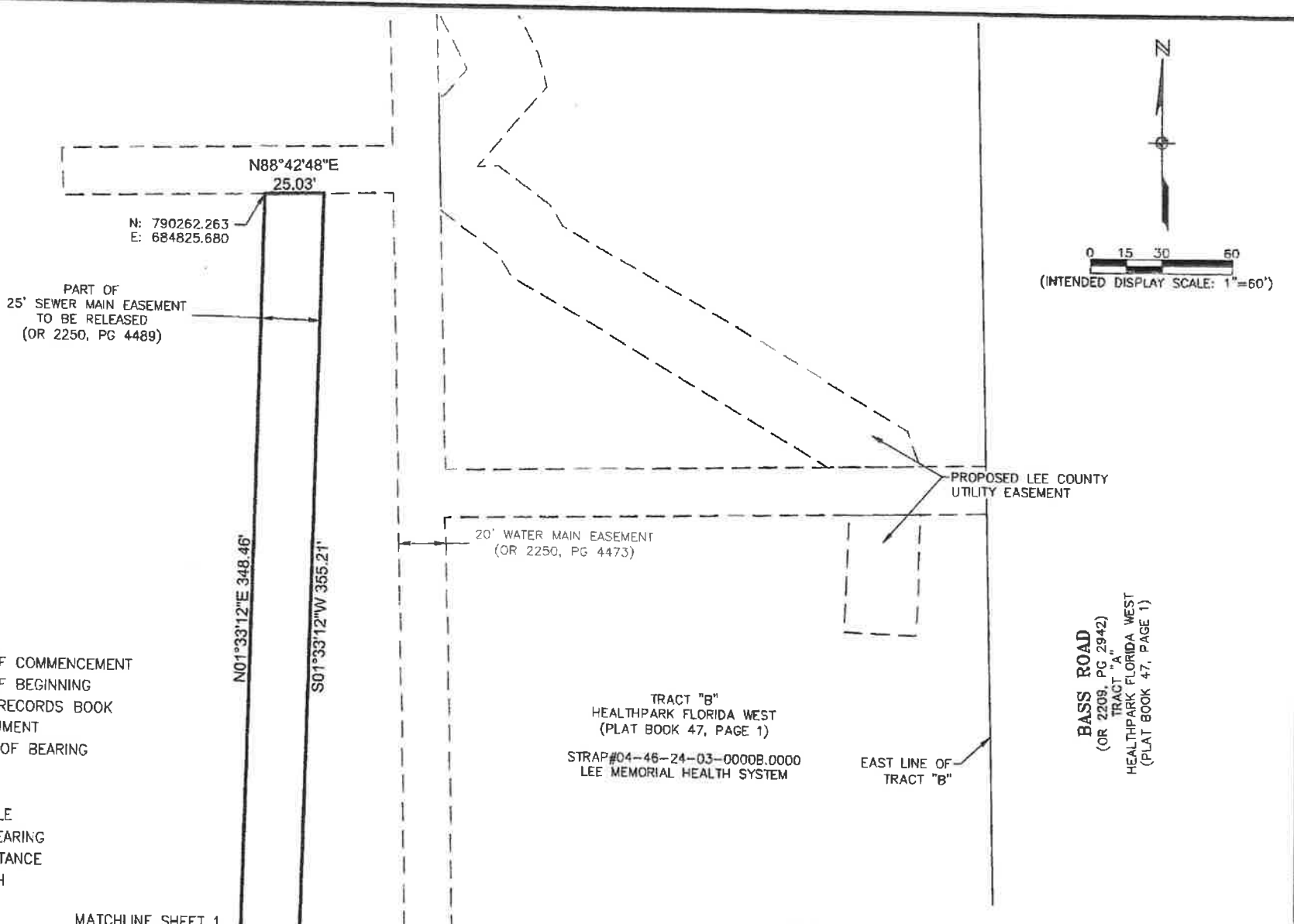
**JOHNSON ENGINEERING**

2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

RELEASE OF PART OF A  
 25' SEWER MAIN EASEMENT  
 (OR 2250, PG 4489)

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	1 of 3

O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Sewer.dwg (S&D SHT 2) MLB Nov 16, 2016 - 11:13am



**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH

MATCHLINE SHEET 1

\*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3  
 \*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

RELEASE OF PART OF A  
 25' SEWER MAIN EASEMENT  
 (OR 2250, PG 4489)

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	2 of 3

**DESCRIPTION**

RELEASE OF PART OF A 25 FOOT SEWER MAIN EASEMENT  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

THE RELEASE OF PART OF A 25 FOOT SEWER MAIN EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 2250, PAGE 4489, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, ALSO LYING IN TRACT "B", HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT "B", THENCE RUN NORTHWESTERLY ALONG THE EAST LINE OF SAID TRACT NORTH 01°17'12" WEST, A DISTANCE OF 86.75 FEET, THENCE DEPARTING SAID EAST LINE SOUTH 88°42'48" WEST, A DISTANCE OF 384.10 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID SEWER MAIN EASEMENT AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN NORTH 64°29'02" WEST DEPARTING SAID EASEMENT LINE, A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID EASEMENT; THENCE NORTH 26°23'21" EAST, A DISTANCE OF 186.12 FEET; THENCE ALONG THE WEST LINE OF SAID EASEMENT NORTH 01°33'12" EAST, A DISTANCE OF 348.46 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A WATER MAIN EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2250, PAGE 4485, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY LINE NORTH 88°42'48" EAST, A DISTANCE OF 25.03 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID SEWER MAIN EASEMENT; THENCE DEPARTING SAID WATER MAIN EASEMENT, RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE EASTERLY AND SOUTHEASTERLY LINES OF SAID SEWER MAIN EASEMENT SOUTH 01°33'12" WEST, A DISTANCE OF 355.21 FEET, SOUTH 26°23'21" WEST, A DISTANCE OF 191.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,513 SQUARE FEET OR 0.31 ACRES, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE BASED ON STATE PLANE COORDINATES FOR FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 WHEREIN THE EAST LINE OF TRACT "B" AS SHOWN ON THE PLAT OF HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 47, PAGE 1 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEARS NORTH 01°17'12" WEST.

o:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Sewer.dwg (S&D SHT 3) MLB Nov 16, 2016 - 11:12am

\*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3  
\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

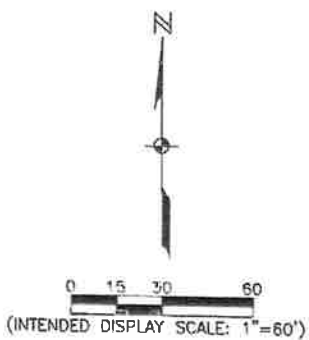
HEALTHPARK FLORIDA WEST  
PLAT BOOK 47, PAGE 1  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

**JOHNSON**  
**ENGINEERING**

2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	N/A	3 of 3

0:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Water Main.dwg (S&D SHT 1) MLB Nov 16, 2016 - 11:09am



MATCHLINE SHEET 2

**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH

25' SEWER MAIN EASEMENT  
(OR 2250, PG 4489)

PART OF  
20' WATER MAIN EASEMENT  
TO BE RELEASED  
(OR 2250, PG 4473)

TRACT "B"  
HEALTHPARK FLORIDA WEST  
(PLAT BOOK 47, PAGE 1)  
STRAP#04-46-24-03-0000B.0000  
LEE MEMORIAL HEALTH SYSTEM

BASS ROAD  
(OR 2209, PG 2942)  
TRACT "A"  
HEALTHPARK FLORIDA WEST  
(PLAT BOOK 47, PAGE 1)



THIS IS NOT A SURVEY

*Michael W. Norman*  
MICHAEL W. NORMAN (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: **NOV 16 2016**  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

POB  
PARCEL 1  
N: 789761.743  
E: 684861.223

S88°42'48"W 278.41'

PROPOSED LEE COUNTY  
UTILITY EASEMENT

EAST LINE OF  
TRACT "B"

TRACT "E"  
HEALTHPARK FLORIDA WEST  
(PLAT BOOK 47, PAGE 1)

N01°17'12"W  
109.69'  
(B.O.B.)

POC  
SE CORNER  
TRACT "B"  
N: 789658.328  
E: 685142.022

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WHEREIN THE EAST LINE OF TRACT "B" BEARS NORTH 01°17'12" WEST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. PARCEL CONTAINS 13,522 SQUARE FEET (0.31 ACRES) MORE OR LESS.
4. COORDINATES SHOWN HEREON ARE IN FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, (NAD 83), ADJUSTMENT OF 2011.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4

\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
PLAT BOOK 47, PAGE 1  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

**JOHNSON**  
**ENGINEERING**

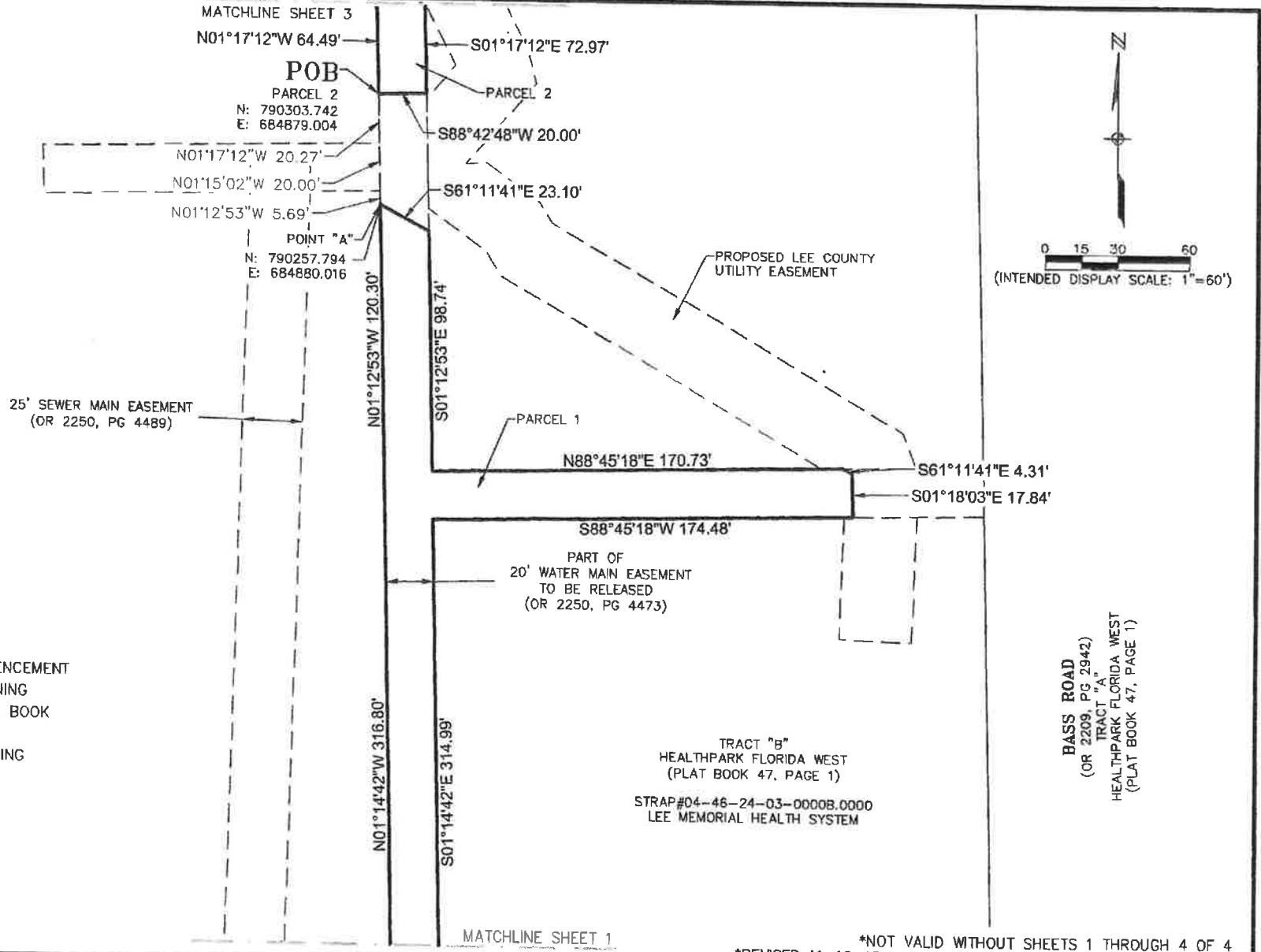
2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

RELEASE OF PART OF A  
20' WATER MAIN EASEMENT  
(OR 2250, PG 4473)

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	1 of 4



O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Water Main.dwg - Water Main.dwg (S&D SHT 2) MLB Nov 16, 2016 - 11:07am



**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4  
 \*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

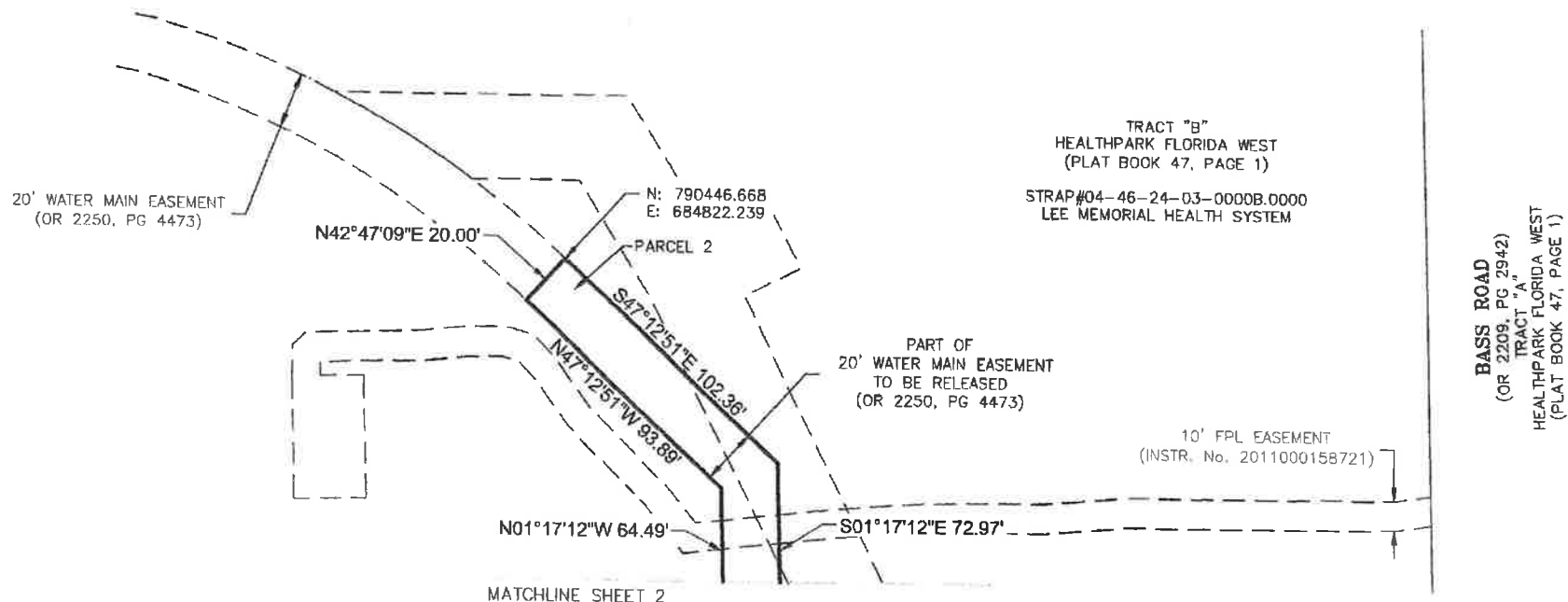
**JOHNSON**  
**ENGINEERING**

2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

RELEASE OF PART OF A  
 20' WATER MAIN EASEMENT  
 (OR 2250, PG 4473)

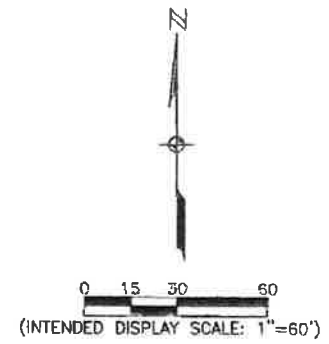
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	2 of 4

O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Sketch Easement Release - Water Main.dwg (S&D SHT 3) MLB Nov 16, 2016 - 11:06am



**LEGEND**

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- INSTR. = INSTRUMENT
- B.O.B. = BASIS OF BEARING
- PG = PAGE
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD DISTANCE
- L = ARC LENGTH



\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4  
 \*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

HEALTHPARK FLORIDA WEST  
 PLAT BOOK 47, PAGE 1  
 SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 FAX: (239) 334-3661  
 E.B. #642 & L.B. #642

RELEASE OF PART OF A  
 20' WATER MAIN EASEMENT  
 (OR 2250, PG 4473)

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	1"=60'	3 of 4

**DESCRIPTION**

RELEASE OF PART OF A 20 FOOT WATER MAIN EASEMENT  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

THE RELEASE OF PART OF A 20 FOOT WATER MAIN EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 2250, PAGE 4473, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, ALSO LYING IN TRACT "B", HEALTHPARK FLORIDA WEST, PLAT BOOK 47, PAGE 1, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1**

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT "B", THENCE RUN NORTHWESTERLY ALONG THE EAST LINE OF SAID TRACT NORTH 01°17'12" WEST, A DISTANCE OF 109.69 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 88°42'48" WEST, A DISTANCE OF 278.41 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID WATER MAIN EASEMENT AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE NORTH 46°39'48" WEST DEPARTING SAID EASEMENT LINE, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID EASEMENT; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 43°20'12" EAST, A DISTANCE OF 62.33 FEET; THENCE ALONG THE WEST LINE OF SAID EASEMENT THE FOLLOWING TWO COURSES AND DISTANCES: NORTH 01°14'12" WEST, A DISTANCE OF 316.80 FEET, NORTH 01°12'53" WEST, A DISTANCE OF 120.30 FEET TO A POINT DESIGNATED "A"; THENCE DEPARTING SAID EASEMENT LINE SOUTH 61°11'41" EAST, A DISTANCE OF 23.10 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID EASEMENT; THENCE ALONG SAID EAST LINE SOUTH 01°12'53" EAST, A DISTANCE OF 98.74 FEET; THENCE ALONG THE NORTH LINE OF SAID EASEMENT NORTH 88°45'18" EAST, A DISTANCE OF 170.73 FEET; THENCE DEPARTING SAID EASEMENT LINE SOUTH 61°11'41" EAST, A DISTANCE OF 4.31 FEET; THENCE SOUTH 01°18'03" EAST, A DISTANCE OF 17.84 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID EASEMENT; THENCE SOUTHWESTERLY ALONG SAID EASEMENT LINE SOUTH 88°45'18" WEST, A DISTANCE OF 174.48 FEET; THENCE ALONG THE EAST AND SOUTHEASTERLY LINES OF SAID EASEMENT THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 01°14'42" EAST, A DISTANCE OF 314.99 FEET, SOUTH 43°20'12" WEST, A DISTANCE OF 70.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,522 SQUARE FEET OR 0.31 ACRES, MORE OR LESS.

**PARCEL 2**

FROM HEREINABOVE POINT DESIGNATED "A", RUN ALONG THE WEST LINE OF SAID WATER MAIN EASEMENT THE FOLLOWING THREE COURSES AND DISTANCES: NORTH 01°12'53" WEST, A DISTANCE OF 5.69 FEET, NORTH 01°15'02" WEST, A DISTANCE OF 20.00 FEET, NORTH 01°17'12" WEST, A DISTANCE OF 20.27 FEET THE POINT OF BEGINNING.  
FROM SAID POINT OF BEGINNING RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE WESTERLY LINE OF SAID EASEMENT: NORTH 01°17'12" WEST, A DISTANCE OF 64.49 FEET, NORTH 47°12'51" WEST, A DISTANCE OF 93.89 FEET; THENCE DEPARTING SAID WATER MAIN EASEMENT NORTH 42°47'09" EAST, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID EASEMENT; THENCE ALONG SAID EASEMENT LINE SOUTH 47°12'51" EAST, A DISTANCE OF 102.36 FEET; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID EASEMENT SOUTH 01°17'12" EAST, A DISTANCE OF 72.97 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 88°42'48" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,337 SQUARE FEET OR 0.077 ACRES, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE BASED ON STATE PLANE COORDINATES FOR FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 WHEREIN THE EAST LINE OF TRACT "B" AS SHOWN ON THE PLAT OF HEALTHPARK FLORIDA WEST AS RECORDED IN PLAT BOOK 47, PAGE 1 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEARS NORTH 01°17'12" WEST.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4  
\*REVISED 11-16-16, CORRECTED OFFICIAL RECORDS PAGE NUMBER\*

O:\2012\20129120-000\Surveying\Sketch And Description\20129120-000 - Water Main.dwg (S&D SHIT 4) MJB Nov 16, 2016 - 11:04am

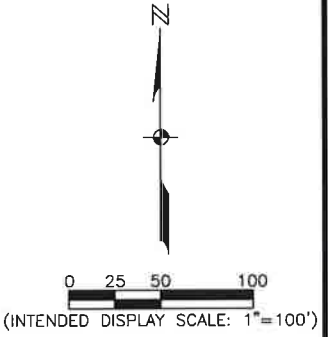
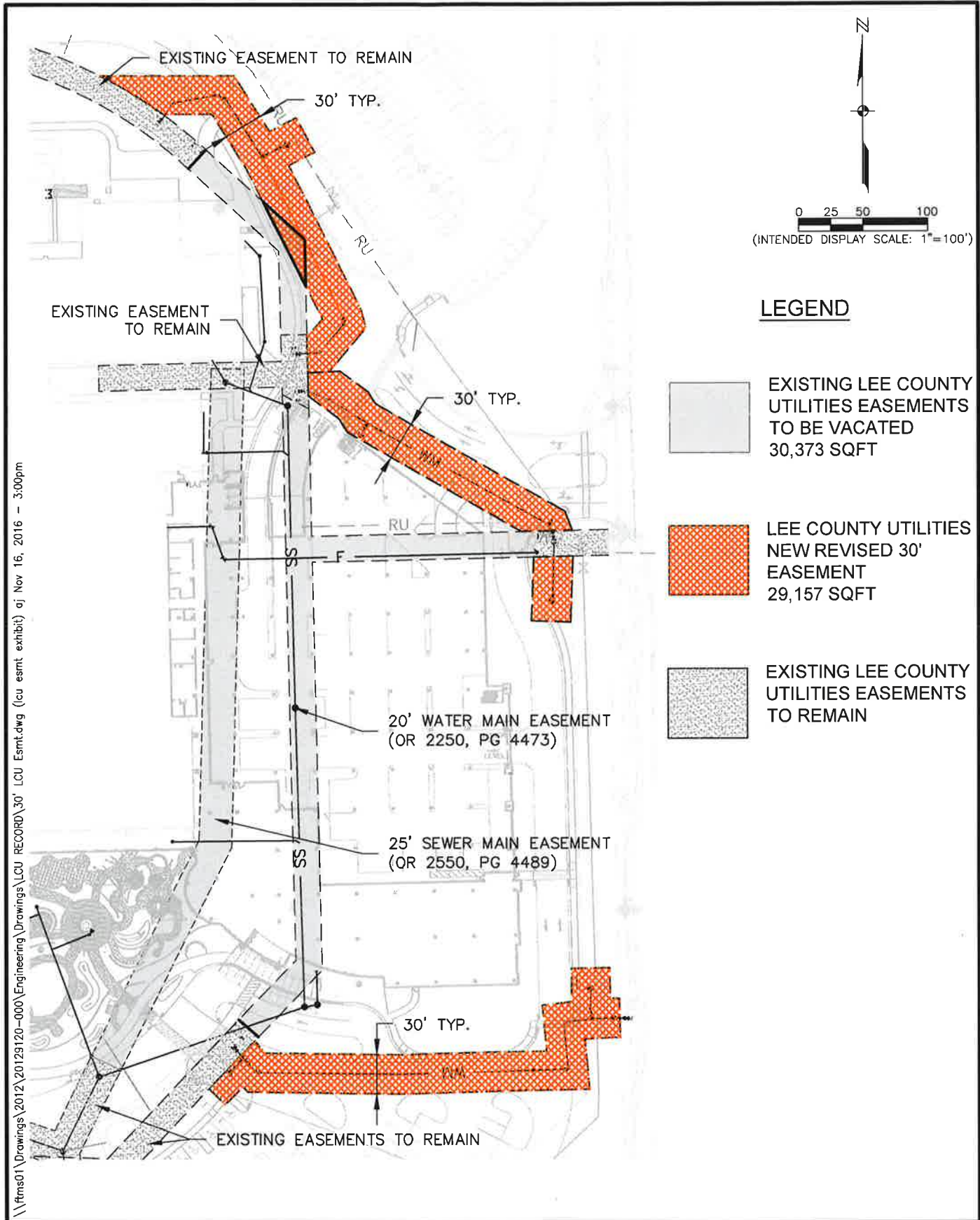
HEALTHPARK FLORIDA WEST  
PLAT BOOK 47, PAGE 1  
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA






2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-18-16	20129120	04-46-24	N/A	4 of 4

\\ftms01\Drawings\2012\20129120-000\Engineering\Drawings\LCU\_RECORD\30' LCU Esmt.dwg (cu esmt exhibit) of Nov 16, 2016 -- 3:00pm



**LEGEND**

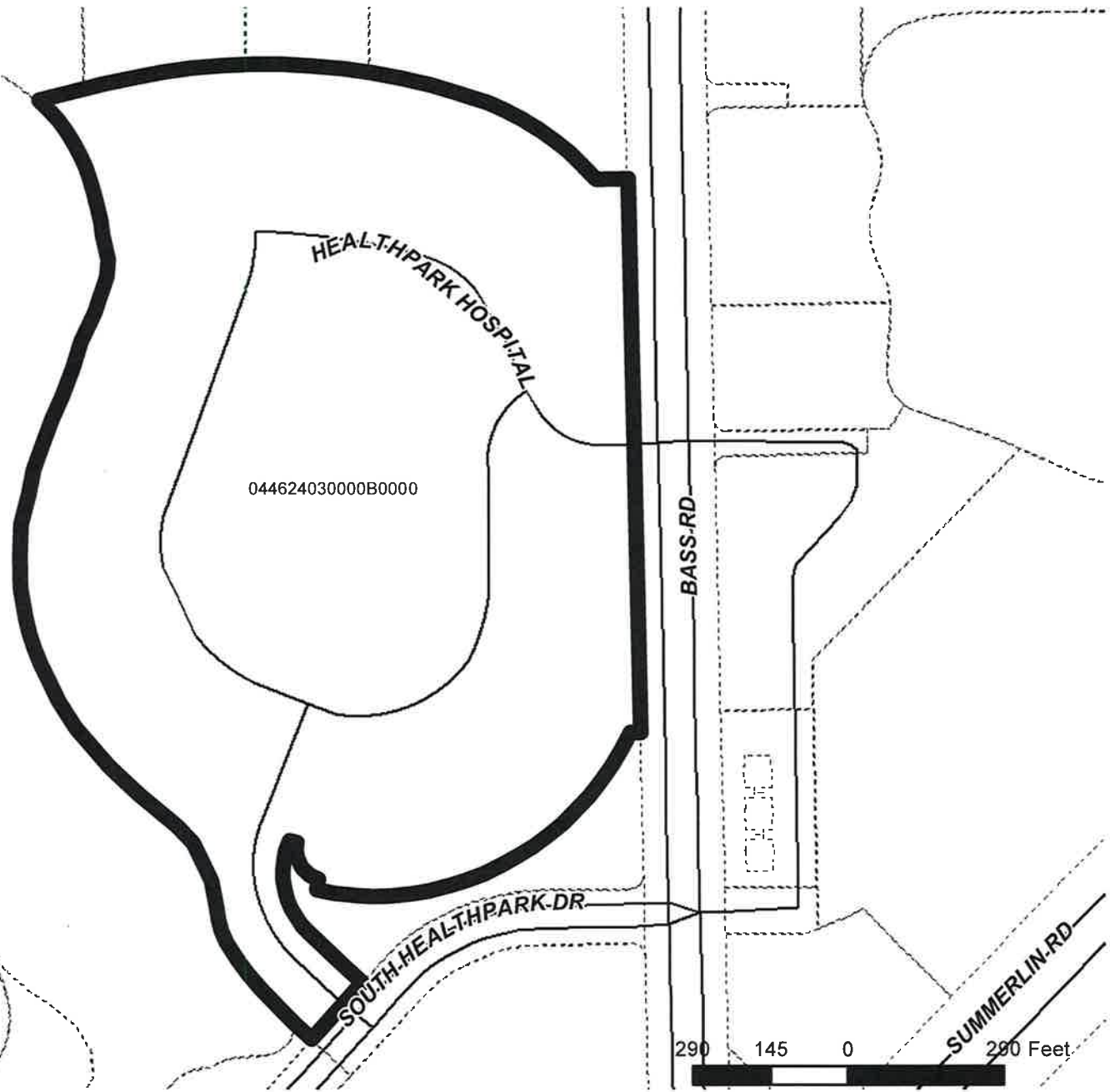
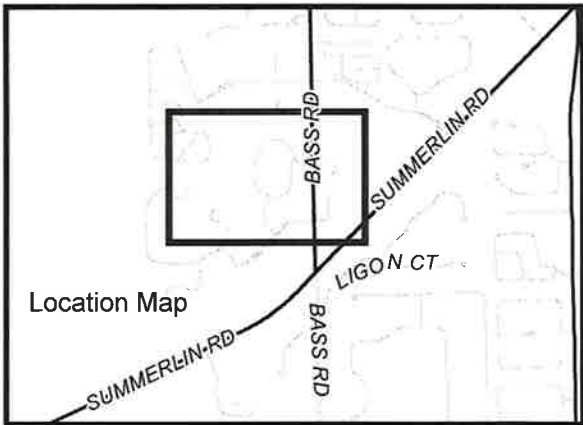
-  EXISTING LEE COUNTY UTILITIES EASEMENTS TO BE VACATED  
30,373 SQFT
-  LEE COUNTY UTILITIES NEW REVISED 30' EASEMENT  
29,157 SQFT
-  EXISTING LEE COUNTY UTILITIES EASEMENTS TO REMAIN

**JOHNSON**  
**ENGINEERING**

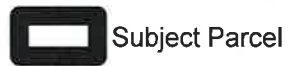
2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

**LEE COUNTY UTILITY EASEMENT MAP  
EXHIBIT**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
SEP., 2015	20129120	4-46-24	1" = 100'	1



THIS IS NOT A SURVEY.  
LEE COUNTY GIS DEPARTMENT HAS PREPARED THIS MAP FOR  
INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY  
BE UNOFFICIAL DETERMINATIONS AND MAY NOT BE  
ACCOMPANIED BY WARRANTY OR GUARANTEE. WHILE THE  
DEPARTMENT HAS MADE EVERY EFFORT TO PROVIDE THE  
CORRECT INFORMATION, INDEPENDENT VERIFICATION MAY  
BE REQUIRED.



1 inch = 300 feet



## Lee Memorial Health System Easement Exchange

DATE	PROJECT	S,T,R	SCALE	SHEET
Apr. 2017	4072		1:500	1 of 1

<b>Blue Sheet No. 20170251</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>Item No. C7</b>
------------------------------------	--	--------------------

**TITLE:**  
Amend Lease Agreement with Museum of the Islands Historical Society on Bokeelia

**ACTION REQUESTED:**  
Approve the Second Amendment to Lease Agreement between Lee County and Museum of the Islands Historical Society to continue to occupy the old Pine Island Library located at 5728 Sesame Drive, Bokeelia.

**FUNDING:**  
No funding required.

**WHAT ACTION ACCOMPLISHES:**  
Approves the Second Amendment to Lease Agreement with Museum of the Islands Historical Society to remain in their current location on a month to month basis pending a facilities analysis and development of a new lease agreement. The current Lease Amendment expires on May 26, 2017.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input checked="" type="checkbox"/> Florida Statutes Chapter 125 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> COUNTY LANDS <b>Division:</b> No Divisions <b>By:</b> Robert Clemens

**Background:**  
The Museum of the Islands Historical Society (Museum) has leased the county owned facility located at 5728 Sesame Drive in Bokeelia, Florida since May of 1987. The museum displays early ancestral and cultural artifacts from the Pine Island area and is open for the public and educational groups to view. The Museum of the Islands is an all-volunteer organization who donate more than 1,000 hours each year for the more than 3,000 annual visitors. The museum charges a nominal amount of \$2.00 for adults and \$1.00 for children to enter the museum to learn about the history of the island.

The existing Amendment to Lease Agreement with the Museum expires on May 26, 2017. A Second Amendment to Lease Agreement with the Museum is being recommended by staff to avoid the lease arrangement from expiring and creating a situation where the Museum is an unapproved hold-over tenant with the County. The Second Amendment to Lease Agreement with the Museum will allow for completion of the pending facilities analysis and development of a new long-term lease agreement that will meet the needs of all parties.

Attachments:  
 1. Original Lease Agreement between Lee County and Museum of the Islands Historical Society  
 2. Second Amendment  
 3. First Amendment  
 4. General area map

<b>Required Review:</b>					
<b>Glen Salyer</b>	<b>Angela Guttery</b>	<b>Mike Figueroa</b>	<b>Peter Winton</b>	<b>John J. Fredyma</b>	<b>Glen Salyer</b>
COUNTY LANDS	Budget Analyst	Risk	Budget Services	County Attorney	County Manager

C970416

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
P.O. BOX 398  
FT. MYERS, FLORIDA 33902-0398

**THIS LEASE AGREEMENT**, entered into this 23rd day of April, 1997, by and between the **Museum of the Islands Historical Society**, hereinafter referred to as "Lessee", whose business address is 5728 Sesame Drive, Bokeelia Florida 33922, and **Lee County**, acting by and through the Board of County Commissioners for Lee County, a political subdivision of the State of Florida, hereinafter referred to as "Lessor" and whose business address is P.O. Box 398, Ft. Myers, Florida 33902-0398.

WITNESSETH:

WHEREAS, it is the goal of Lee County to identify, preserve and protect those living reminders of its archeological and historical heritage, and;

WHEREAS, it is the policy of Lee County to educate its citizens on the significance and importance of its archeological and historical heritage;

WHEREAS, the Museum of the Islands Historical Society has demonstrated its interest and capability in presenting the history of Pine Island Sound to the citizens of Lee County through its museum and programs;

WHEREAS, Lee County is committed to cooperation and positive encouragement of the creation of the Museum of the Island;

WHEREAS, the Museum of the Islands Historical Society has made formal request of the use of the old Pine Island Library buildings to house the museum facility.

NOW THEREFORE, for the consideration stated herein, the Lessor and Lessee do hereby mutually agree as follows:

1. **DESCRIPTION OF PREMISES:** The Lessor leases to the Lessee, the premises located at the corner of Russell Road and Sesame Street which is known as the old Pine Island Library.
2. **TERM:** The Lessee shall lease the described property for a period of five (5) years beginning the 27th day of May, 1997 to and including , the 26th day of May, 2002 and is hereby granted the option to renew the lease for one additional five (5) year renewal period under the same terms and conditions of the original term.

3. RENT: The lease amount of the property on a yearly basis will be the total sum of one dollar (\$1.00), due annually on the date of this Agreement, payable in yearly installments to: Lee County Finance Department, P.O. Drawer 2238, Ft. Myers, Florida 33902-2238.
4. USE: The Lessee shall use the property as a museum, and no other purpose, unless specifically approved in writing and in advance by the Lessor.
5. ASSIGNMENT: This lease shall not be assigned, transferred or subletted without the express written permission of the Lessor. Any attempt to do so will void this lease agreement.
6. SECURITY: The Lessee shall bear the full responsibility for adequate security, security lights, and a security system to protect the property from vandalism.
7. REPAIRS AND MAINTENANCE: The Lessee, at its own expense, shall maintain and keep the premises, including, and without limitation to, the windows, roof, doors, air conditioning, fire protection equipment, adjacent sidewalks, lawn, landscape, and both interior and exterior walls in good condition.
8. TAXES AND INSURANCE: The Lessee shall be responsible for any applicable taxes and insurance premiums on the demised premises and shall not hold the Lessor liable for damages and or theft to the personal property or fixtures belonging to the Lessee which are located on the rental property.

The Lessee shall indemnify and save the Lessor harmless from any and all claims or demands of any kind, including an allowance for reasonable attorney's fee incurred by Lessor in defense thereof, for injuries to person or damage to property arising out of Lessee's negligent use of the premises asserted by or on behalf of the Lessee, Lessee's employees, agent, invitee, or any other person and from any and all injury or damage done by any of them to the premises. The Lessor shall not be liable for any and all claims or demands of any kind arising out of the Lessee's negligent acts or those of its employees or agents.

The Lessee shall purchase and maintain Commercial General Liability insurance in the amount of \$100,000 per Person, \$300,000 per Occurrence Bodily Injury and \$100,000 per Occurrence Combined Single Limit of Bodily Injury and Property Damage. Coverage shall include Contractual Liability as pertaining to this contract with insurers approved by the County Risk Manager. Lee County shall be named as an additional insured on the insurance policy to indemnify the Lessor for claims resulting from the use of the property. The Lessee shall provide the Lessor with copies of the certificates of the required insurance prior to commence of this lease agreement.

9. CODE REQUIREMENTS: The Lessee shall be responsible for bring the property up to the requirements of the Standard Building Code and maintaining it at such level.



10. PAYMENT OF UTILITIES: Unless otherwise stated, the Lessee shall bear the full cost of water/sewer service, trash pickup, electricity, telephone service and any other desired services to the premises at his own expense.
11. MODIFICATIONS: The Lessee agrees not to make any significant alterations or modifications to the property unless such alterations or modifications are approved in advance and signed off on by the Division of Code Enforcement and Facilities Management.
12. INSPECTION OF PREMISES: The Lessor, through its agent, shall have the right to inspect the premises at any reasonable time during the term of this lease agreement. The Lessor will give advance notice to the tenant prior to any inspections.
13. COUNTY'S REMEDIES ON LESSEE'S BREACH: The Lessor shall have the following remedies in addition to his rights and remedies at law in the event the Lessee breaches this lease:
  - (a) Reentry: The Lessor has the right to obtain possession of the premises as provided by law.
  - (b) Termination: After reentry, the Lessor may terminate upon giving thirty days written notice of such termination to the Lessee. Reentry only, without notice of termination, will not terminate the lease.
  - (c) Reletting Premises: After reentry, the Lessor may relet the premises or any part thereof, for any term, without terminating the lease at such rent and on such terms as he may choose. The Lessor may make alterations and repairs to the premises.
  - (d) Liability of Lessee on Reletting: Lessee shall be liable to the Lessor for the difference between the rent received by the Lessor under the reletting and the rent installments that are due for the same period under this lease.
14. EFFECT OF LESSOR'S WAIVER: The Lessor's waiver or breach of one covenant or condition of this lease is not a waiver or breach of other, or of subsequent breach of the one waived.
15. SIGNS, AWNINGS, MARQUEES, ETC.: The Lessee will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without the Lessor's written consent thereto. Lessee shall not cause any sign, advertisement notice or other lettering to be exhibited, inscribed, painted or affixed to the building or affixed to any portion of the premises except for business identification signs which shall be substantially uniform in size design, color, location and subject to the prior written approval of Lessor or his agent. The Lessee further agrees to remove signs, displays, advertisements or decorations he has placed, or permitted to be placed, on the

premises which were placed there without the written permission of the Lessor.

16. PARTIAL DESTRUCTION OF PREMISES: Partial destruction of the leased premises shall not render this lease void or voidable, or terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, the Lessor shall repair them, when such repairs can be made in conformity with local, state and federal laws and regulations, within 90 days of the partial destruction. If the repairs cannot be so made within the time limit, the Lessor has the option to make them within a reasonable time and to continue this lease ineffect. If the repairs cannot be so made in 90 days, and if the Lessor does not elect to make them within a reasonable time, either party hereto has the option to terminate this lease. The Lessor shall notify the Lessee within ten (10) days of the partial destruction whether the Lessor intends to make repairs. The Lessor shall not be responsible for the repair of any damage to improvements made by the Lessee not resulting from the fault of the Lessor. Where the Lessee is not at fault for the damage, the rent shall be prorated based upon the proportion of the space available for the Lessee's use to the total area of the leased premises, otherwise the rent shall not be reduced because of the damage or inability to utilize the premises.
17. ACCESS AND PARKING: The Lessee shall have free access to the use of the parking spaces, free of charge, that are provided.
18. SURRENDER OF PREMISES: The Lessee agrees to surrender to the Lessor, at the end of the term of this lease or any extension thereof, said leased premises in as good condition as the premises were at the beginning of the term of this lease, ordinary wear and tear and damage by fire and windstorm or other Acts of God, excepted.
19. SITE PLAN: This lease agreement includes a Museum of the Islands Site Plan which shows the property boundaries of the lease and the designated five (5) parking spaces mentioned in paragraph 17.
20. COMPLETE AGREEMENT: This lease contains the entire agreement between the Lessor and Lessee and all previous negotiations leading thereto, and may be modified only by written agreement approved by the Lessor.
21. RIGHT TO TERMINATE: The Lessor or Lessee shall have the right to terminate this lease by giving twelve (12) months advance written notice to the other by Certified Mail, Return Receipt Requested.
22. NOTICES: All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at P.O. Box 398, Ft. Myers, Florida 33902-0398, Attention: Facilities Management and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the

address of the Lessee, Museum of the Islands Historical Society, 5728 Sesame Drive, Bokeelia, Florida 33922, Attention: Phoenix Allen.

23. CONTACTS: For purposes of this agreement, the County representative shall be Facilities Management and the Lessee's representative shall be Phoenix Allen.

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

MUSEUM OF THE ISLANDS HISTORICAL SOCIETY  
By: Phoenix Allen  
LESSEE  
Board member

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of MARCH, 1997 by

PHOENIX L. ALAN, who is personally known to me or who has produced \_\_\_\_\_

Personally known to me as identification and did/did not take an oath.

[Signature]  
Notary

Michael H. Shevlin

Printed Name of Notary



Commission Expires \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CHARLIE GREEN, CLERK

[Signature]  
BY: DEPUTY CLERK

[Signature]  
CHAIRMAN, LEE COUNTY BOARD  
OF COUNTY COMMISSIONERS

[Signature]  
APPROVED AS TO LEGAL FORM BY  
COUNTY ATTORNEY'S OFFICE

(museum.wpd)

**SECOND AMENDMENT TO LEASE AGREEMENT  
BETWEEN LEE COUNTY, FLORIDA AND  
MUSEUM OF THE ISLANDS HISTORICAL SOCIETY  
(LEE COUNTY CONTRACT #C-970416)**

**ORIGINAL**

THIS SECOND AMENDMENT to that certain lease agreement between Lee County, a political subdivision and Charter County of the State of Florida (hereinafter called "Lessor") and Museum of the Islands Historical Society (hereinafter called "Lessee"), collectively, the Parties hereto.

**WHEREAS**, Lee County and the Museum of the Islands Historical Society entered into a lease agreement dated April 23, 1997, and a First Addendum to Lease agreement dated March 13, 2002 for the purpose of the Museum of the Islands Historical Society to utilize the old Pine Island Library facility as a museum that presents the history of Pine Island Sound to the citizens of Lee County through its programs and artifacts.

**NOW, THEREFORE**, Lee County Florida and the Museum of the Islands Historical Society now agree to enter into this Second Amendment to the Lease Agreement, to provide for the following:

1. Item 2. **TERM**: The term of the lease shall begin on May 27, 2017 and shall continue on a month to month basis until terminated in accordance with the terms of the lease.
2. Item 3. **RENT**. The lease amount of the property on a monthly basis will be one dollar (\$1.00) due monthly on the first day of the month following execution of this Agreement and monthly thereafter, payable to: Lee County Finance Department, PO Box 398, Fort Myers, Florida 33902-0398.
3. Item 8. **TAXES AND INSURANCE**. The Lessee shall purchase and maintain Commercial General Liability Insurance per Exhibit A, which shall replace the insurance language thereof.
4. Item 21. **RIGHT TO TERMINATE**. The Lessor or Lessee shall have the right to terminate this lease by giving not less than fifteen (15) days written notice to the other prior to the end of any monthly period by Certified Mail, Return Receipt Requested.
5. All other remaining terms and conditions of the original lease dated April 23, 1997 lease agreement, attached hereto as Attachment A, remain the same.

**IN WITNESS WHEREOF**, the Parties hereto have caused the execution hereof by their respective and duly authorized officers on the day and year first written below.

WITNESSES

LESSEE:

\_\_\_\_\_  
(Witness as to Lessee)

\_\_\_\_\_  
Museum of the Islands Historical Society

\_\_\_\_\_  
(Witness as to Lessee)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, He/She is personally known to me or has produced \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name typed, printed or stamped)

My Commission Expires: \_\_\_\_\_

LESSOR:

LEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

ATTEST:

LINDA DOGGETT, CLERK

By: \_\_\_\_\_  
Chairman, Lee County Board of County  
Commissioners

\_\_\_\_\_  
By: Deputy Clerk

Approved as to Legal Form by

\_\_\_\_\_  
County Attorney's Office



## Major Insurance Requirements

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

*\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902
  - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **“Indemnification”** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

**FIRST ADDENDUM TO LEASE AGREEMENT  
BETWEEN LEE COUNTY, FLORIDA AND  
MUSEUM OF THE ISLANDS HISTORICAL SOCIETY  
(LEE COUNTY CONTRACT #C-970416)**

---

This is the First Addendum to that certain lease agreement between **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter called "Lessor" and the **MUSEUM OF THE ISLANDS HISTORICAL SOCIETY**, hereinafter called "Lessee", dated April 23, 1997, to be amended for the purpose of extending the term of the original lease agreement.

**WHEREAS**, Lee County and the Museum of the Islands Historical Society entered into a lease agreement dated April 23, 1997 for the purpose of the Museum of the Islands Historical Society to utilize the old Pine Island Library facility as a museum that presents the history of Pine Island Sound to the citizens of Lee County through its programs and artifacts.

**NOW, THEREFORE**, Lee County, Florida and the Museum of the Islands Historical Society now agree to enter into this First Addendum to the Lease Agreement, #C-970416, to provide for the following:

1. The current lease agreement will terminate on the 26<sup>th</sup> of May, 2007. This First Amendment to the Lease Agreement will extend that termination date to the 26<sup>th</sup> of May, 2017.
2. All other terms and conditions of the April 23, 1997 lease agreement shall remain in full force and effect.

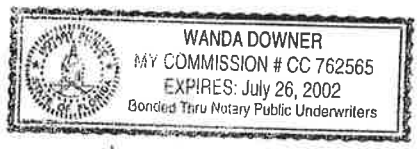


IN WITNESS WHEREOF, the Parties hereto have caused the execution hereof by their duly authorized officers on the day and year written below:

By: Sharon K. Traylor  
Lessee: Museum of the Islands  
Historical Society

STATE OF FL.  
COUNTY OF Lee

The forgoing instrument was acknowledged before me this 13th day of March, 2002, by Sharon Traylor, who is personally known to me or who has produced Drivers License as identification and did/did not take an oath.



Wanda Downer  
Notary

Wanda Downer  
Printed Name of Notary

7-26-02  
Commission Expires

ATTEST:

Charlie Green, Clerk of Courts

By: Michele S. Leisner  
Deputy Clerk

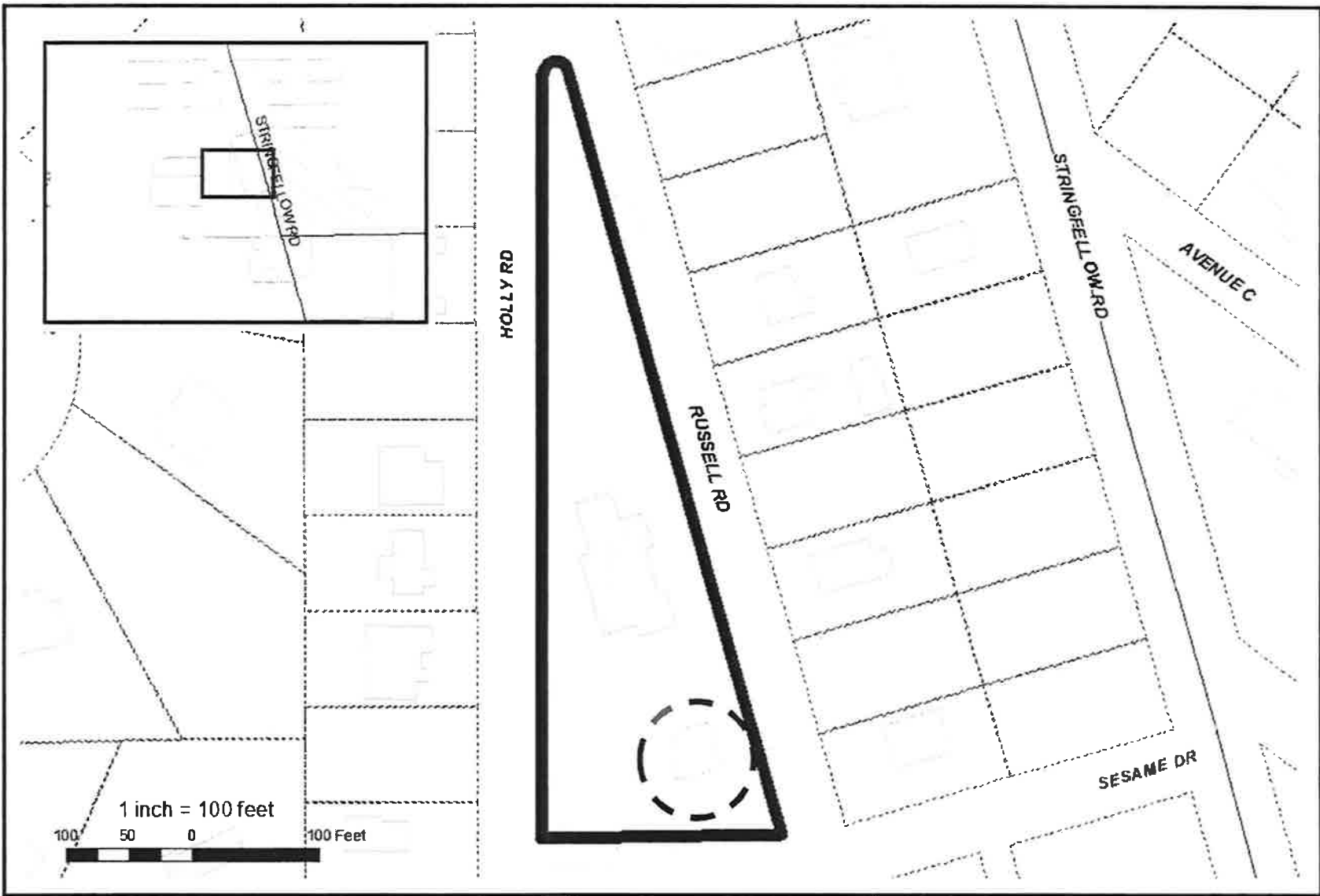
BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

By: [Signature]  
Chairman

APPROVED AS TO FORM:  
LEE COUNTY ATTORNEY'S OFFICE

By: [Signature]





LEE COUNTY  
 COUNTY OF FLORIDA  
 County Lands Department

THIS IS NOT A SURVEY.  
 THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR  
 INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE  
 UNACCURATE. DETERMINATIONS AND ANY NOTICES ACCORDANCE  
 BY WARRANTY OR GUARANTEE WHILE THE DIVISION HAS MADE  
 EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION,  
 RESPONSIBILITY VERIFICATION MAY BE REQUIRED.

- 284422030000G0010
- ▭ Building Footprints
- ▭ Condo Building Footprints
- - - Parcels (Property Appraiser)



Museum of the Islands  
 STRAP: 28-44-22-03-0000G.0010

DATE	PROJECT	SUR	SCALE	SHEET
Apr 2017	FPL-Relo		1:500	1 of 1

- - - Lease Location

Blue Sheet No. 20170232	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017	Item No. C8
----------------------------	---	-------------

**TITLE:**  
Quarterly Reporting of Expenditures for County-Sponsored Functions

**ACTION REQUESTED:**  
Present to the Board for information and filing the Object Code #504015 Expenditure Detail Report for the 2nd quarter of FY16-17 (January through March 2017) as required by Lee County Ordinance #90-18

**FUNDING:**  
\$26,866.61

Combination of County Administration, County Commissioners, Human Resources, Libraries, Non Departmental, Parks & Recreation, and Transit.

**WHAT ACTION ACCOMPLISHES:**  
This is the quarterly reporting of expenditures for county-sponsored functions. For the 2nd quarter FY16-17 the amount was \$26,866.61. Much of this is grant sponsored or privately funded. This reporting is required by Lee County Ordinance #90-18

**MANAGEMENT RECOMMENDATION:**  
Approve.

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input checked="" type="checkbox"/> Ordinance      90-18 <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> COUNTY MANAGER <b>Division:</b> <b>By:</b> Peter Winton

**Background:**

Attachment:  
Object Code #4015, FY16-17 2nd Quarter Report

Required Review:					
Peter Winton					
COUNTY MANAGER					

## JANUARY - MARCH 2017

DEPARTMENT	AMOUNT
COUNTY ADMINISTRATION	\$1,172.22 (1)
COUNTY COMMISSIONERS	\$53.50
HUMAN RESOURCES	\$4,005.83 (2)
LIBRARIES	\$6,202.48 (3)
NON DEPARTMENTAL	\$10,538.18 (4)
PARKS & RECREATION	\$4,540.00 (5)
TRANSIT	\$354.40

### FY16-17 SECOND QUARTER EXPENDITURES

\$26,866.61

- (1) County Administration - Working Lunches, Strategic Planning Session, and Office Supplies
- (2) Human Resources - LeeGrows expenses: busing, food, parking, supplies/materials, mailings and supplies
- (3) Libraries - Reading Festival Fundraiser; funded with donations
- (4) Non Departmental - Lee County Training Session
- (5) Parks & Recreation - Breakfast Appreciation for Lee County Volunteers

Lee County  
Expenditure Detail Report  
Transactions Processed From  
1/1/2017 To 3/31/2017

*Comm*

*Admin*

*Non Dept*

*HR*

*HR*

Co	Business Unit	Obj Acct	Subsidiary	Batch Number	Invoice Date	Invoice Number	G/L Date	Batch Date	Purchase Order	Vendor Name	Sch Typ	Do Ty	Explanation -Remark-	Expenditure
00100	AB5110100100	504015	132	804821	3/4/2017	0317COMPENDERGRASS11	3/20/2017	3/20/2017		BANK OF AMERICA NA	V	PV	CP-NAME PLAQUE 02/23/17	53.50
<b>Object Total:</b>														<b>53.50</b>
00100	BB5120100100	504015		801701	2/4/2017	0217MGRCONATSER3	2/21/2017	2/21/2017		BANK OF AMERICA NA	V	PV	WORKING LUNCH 01/24/17	44.83
00100	BB5120100100	504015		801701	2/4/2017	0217MGRCONATSER2	2/21/2017	2/21/2017		BANK OF AMERICA NA	V	PV	STRATEGIC PLAN SESSION 1/30/17	52.84
00100	BB5120100100	504015		801701	2/4/2017	0217MGRCONATSER1	2/21/2017	2/21/2017		BANK OF AMERICA NA	V	PV	WORKING LUNCH 01/25/17	42.34
00100	BB5120100100	504015		801701	2/4/2017	0217MGRGRAF1	2/21/2017	2/21/2017		BANK OF AMERICA NA	V	PV	STRATEGIC PLAN MTG 1/30/17	17.45
00100	BB5120100100	504015		801701	2/4/2017	0217MGRGRAF2	2/21/2017	2/21/2017		BANK OF AMERICA NA	V	PV	STRATEGIC PLAN MTG 1/30/17	225.05
00100	BB5120100100	504015		802054	2/16/2017	3330639447	2/23/2017	2/23/2017	17330271	STAPLES CONTRACT & COMMERCIAL	V	P6	OFFICE SUPPLIES, GENERAL	29.88
00100	BB5120100100	504015		803070	2/17/2017	3330722490	3/3/2017	3/3/2017	17330271	STAPLES CONTRACT & COMMERCIAL	V	P6	OFFICE SUPPLIES, GENERAL	11.98
00100	BB5120100100	504015		804821	3/4/2017	0317MGRBAHENA2	3/20/2017	3/20/2017		BANK OF AMERICA NA	V	PV	AC ADAPT/RECHARG-PA SYS 022717	32.88
00100	BB5120100100	504015		805526	3/10/2017	3333152630	3/27/2017	3/27/2017	17330271	STAPLES CONTRACT & COMMERCIAL	V	P6	OFFICE SUPPLIES, GENERAL	157.58
00100	BB5120100100	504015		805552	3/12/2017	3333451863	3/27/2017	3/27/2017	17330271	STAPLES CONTRACT & COMMERCIAL	V	P6	OFFICE SUPPLIES, GENERAL	518.70
00100	BB5120100100	504015		805728	3/14/2017	50925	3/27/2017	3/27/2017	17330331	TROPHY CASE OF FORT MYERS	V	P6	ENGRAVING SERVICES; AWARDS,	12.50
00100	BB5120100100	504015		806216	3/21/2017	3334121364	3/31/2017	3/31/2017	17330271	STAPLES CONTRACT & COMMERCIAL	V	P6	OFFICE SUPPLIES, GENERAL	26.19
<b>Object Total:</b>														<b>1,172.22</b>
00100	GC5190300100	504015		797130	12/27/2016	3715	1/13/2017	1/13/2017	17333555	CITY OF FORT MYERS HARBORSIDE	VG	P6	EDUCATIONAL & TRAINING SVCS.	10,538.18
<b>Object Total:</b>														<b>10,538.18</b>
00100	KE5130200100	504015		797117			1/13/2017	1/13/2017		MAIL CENTER BILLING DEC 2016		Y1		13.11
00100	KE5130200100	504015		803774			3/10/2017	3/10/2017		FEB 2017 MAIL CENTER BILLING		Y1		15.86
<b>Object Total:</b>														<b>28.97</b>
00100	KE5130300100	504015		804412	1/12/2017	3262145	3/16/2017	3/16/2017	17332782	JASONS DELI OF FORT MYERS	V	P6	CONCESSIONS, CATERING,	265.65
00100	KE5130300100	504015		800502	1/16/2017	186648	2/10/2017	2/10/2017	17330141	DOLPHIN TRANSPORTATION SPECIAL	V	P6	TRANSIT BUS, COACH	637.50
00100	KE5130300100	504015		804412	1/19/2017	3262276	3/16/2017	3/16/2017	17332782	JASONS DELI OF FORT	V	P6	CONCESSIONS,	265.65

Lee County  
Expenditure Detail Report  
Transactions Processed From  
1/1/2017 To 3/31/2017

Co	Business Unit	Obj Acct	Subsidiary	Batch Number	Invoice Date	Invoice Number	G/L Date	Batch Date	Purchase Order	Vendor Name	Sch Typ	Do Ty	Explanation -Remark-	Expenditure	
HR	00100	KE5130300100	504015		804412	1/26/2017	3262231	3/16/2017	3/16/2017	17332782	MYERS JASONS DELI OF FORT	V	P6	CATERING, CONCESSIONS,	258.06
	00100	KE5130300100	504015		802388	1/30/2017	186714	2/27/2017	2/27/2017	17330141	MYERS DOLPHIN	V	P6	CATERING, TRANSIT BUS, COACH	637.50
	00100	KE5130300100	504015		802388	2/3/2017	195333	2/27/2017	2/27/2017	17330141	DOLPHIN TRANSPORTATION SPECIAL	V	P6	TRANSIT BUS, COACH	637.50
	00100	KE5130300100	504015		803820	2/20/2017	186708	3/10/2017	3/10/2017	17330141	DOLPHIN TRANSPORTATION SPECIAL	V	P6	TRANSIT BUS, COACH	637.50
	00100	KE5130300100	504015		804619	3/3/2017	186715	3/17/2017	3/17/2017	17330141	DOLPHIN TRANSPORTATION SPECIAL	V	P6	TRANSIT BUS, COACH	637.50
<b>Object Total:</b>														<b>3,976.86</b>	
Library	14800	KG5710114800	504015		805940	3/16/2017	A124850	3/29/2017	3/29/2017	17334508	ALLIED PORTABLES LLC	V	P6	TOILETS, PORTABLE, RENTAL	2,945.00
	<b>Object Total:</b>														<b>2,945.00</b>
	14806	KG5710114806	504015		800399	1/12/2017	7285	2/9/2017	2/9/2017	17334068	TDF INC	V	P6	SHIRTS, DRESS & CASUAL	1,861.00
	14806	KG5710114806	504015		803893	2/24/2017	8330341	3/13/2017	3/13/2017	17334600	HOME DEPOT 268	V	P6	PAINT & RELATED PRODUCTS,	181.04
	14806	KG5710114806	504015		804821	3/4/2017	0317LIBBARR2	3/20/2017	3/20/2017		BANK OF AMERICA NA	V	PV	DISTINGUISHED AUTHOR AWARD	96.00
	14806	KG5710114806	504015		804821	3/4/2017	0317LIBBARR3	3/20/2017	3/20/2017		BANK OF AMERICA NA	V	PV	SUPERMAN STANDUP	43.94
	14806	KG5710114806	504015		804821	3/4/2017	0317LIBBYERS1	3/20/2017	3/20/2017		BANK OF AMERICA NA	V	PV	RF CONTEST GIFT CARDS	895.50
14806	KG5710114806	504015		804821	3/4/2017	0317LIBBYERS3	3/20/2017	3/20/2017		BANK OF AMERICA NA	V	PV	RF CONTEST GIFT CARDS	180.00	
<b>Object Total:</b>														<b>3,257.48</b>	
Parks	00100	KH5722000100	504015		805775			3/28/2017	3/28/2017	17334704	TO CORRECT ACCOUNT STRING	V	Y1	ELEEPS CATERING-1000318207	250.00-
	00100	KH5722000100	504015		805775			3/28/2017	3/28/2017	17334704	TO CORRECT ACCOUNT STRING	V	Y1	ELEEPS CATERING-1000318207A	2,020.00-
	00100	KH5722000100	504015		803737	3/18/2017	10003182017	3/10/2017	3/10/2017	17334704	ELEEPS CATERING LLC	V	P6	CONCESSIONS, CATERING,	500.00
	00100	KH5722000100	504015		803737	3/18/2017	10003182017A	3/10/2017	3/10/2017	17334704	ELEEPS CATERING LLC	V	P6	CONCESSIONS, CATERING,	4,040.00
	<b>Object Total:</b>														<b>2,270.00</b>
15500	KH5722015500	504015		805775			3/28/2017	3/28/2017	17334704	TO CORRECT ACCOUNT STRING	V	Y1	ELEEPS CATERING-1000318207	250.00	

Lee County  
 Expenditure Detail Report  
 Transactions Processed From  
 1/1/2017 To 3/31/2017

*Parks*  
*Transit*

Co	Business Unit	Obj Acct	Subsidiary	Batch Number	Invoice Date	Invoice Number	G/L Date	Batch Date	Purchase Order	Vendor Name	Sch Typ	Do Ty	Explanation -Remark-	Expenditure
15500	KH5722015500	504015		805775			3/28/2017	3/28/2017	17334704	TO CORRECT ACCOUNT STRING	V	Y1	ELEEPS CATERING-1000318207A	2,020.00
<b>Object Total:</b>														<b>2,270.00</b>
48600	KI5440148600	504015		800606	9/20/2016	603542	2/10/2017	2/10/2017	17332041	HAMILTONS UNIFORMS LLC	V	P6	UNIFORMS, ALL TYPES	239.40
48600	KI5440148600	504015		801437	9/26/2016	603802	2/17/2017	2/17/2017	17332041	HAMILTONS UNIFORMS LLC	V	P6	UNIFORMS, ALL TYPES	50.00
<b>Object Total:</b>														<b>289.40</b>
48600	KI5440148600	504015	16	804821	3/4/2017	0317TRANBOCK1	3/20/2017	3/20/2017		BANK OF AMERICA NA	V	PV	Director employee meeting	65.00
<b>Object Total:</b>														<b>65.00</b>

Lee County  
Expenditure Detail Report  
Transactions Processed From  
1/1/2017 To 3/31/2017

**Grand Total —**

**26,866.61**



<b>Blue Sheet No. 20170249</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>Item No. C9</b>
------------------------------------	--	--------------------

**TITLE:**  
Approve renewal of the contracts for financial auditing services

**ACTION REQUESTED:**  
A. Approve renewal of the contracts with CliftonLarsenAllen, LLP (Change Order No. 4 to Contract No. 6933), and Tuscan & Company, P.A. (Change Order No. 2 to Contract No. 6932), under Competitive Negotiation No. CN140300, Financial Auditor, for an additional one year period for use on an as needed basis for auditing services as approved in the annual adopted budget.  
B. Authorize the Director of Procurement Management to sign the renewal documents, and to negotiate and execute renewals of the contracts, with County Administration approval, for one additional one-year period under the same terms and conditions, if doing so is in the best interest of Lee County.

**FUNDING:**  
\$500,000; Included in annual operating budget.

**WHAT ACTION ACCOMPLISHES:**  
Approves renewal of the contracts with CliftonLarsenAllen, LLP, and Tuscan & Company, P.A., under Competitive Negotiation No. CN140300, Financial Auditor, for an additional one year period for use on an as needed basis for auditing services. Total expenditures for these services during Fiscal Year 2015-2016 were \$499,620.00.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> COUNTY MANAGER <b>Division:</b> <b>By:</b> Peter Winton

**Background:**  
On August 19, 2014, the Board of County Commissioners awarded Competitive Negotiation No. CN140300 Financial Auditor to two firms, CliftonLarsenAllen, LLP, and Tuscan & Company, P.A., for use on an as needed basis for auditing services (Blue Sheet No. 20140460). The original terms of the contracts were for three years with an option to renew for two additional one year periods. The County requires auditing services on a regular basis to ensure fiscal accountability.

Total expenditures for these services during Fiscal Year 2015-2016 were \$499,620.00.

Attachments:  
 1. Blue Sheet No. 20140460  
 2. CliftonLarsenAllen Proposed Change Order No. 4  
 3. Tuscan & Company Proposed Change Order No. 2

<b>Required Review:</b>					
<b>Peter Winton</b>	<b>Lori Borman</b>	<b>Peter Winton</b>	<b>Nicole Turner</b>	<b>Richard Wm. Wesch</b>	<b>Peter Winton</b>
COUNTY MANAGER	Budget Analyst	Budget Services	Purchasing	County Attorney	County Manager

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

**Blue Sheet No. 20140460**

**ACTION REQUESTED/PURPOSE:**

A) Concur with the selection of Consultants by the Competitive Negotiations Committee for CN140300 FINANCIAL AUDITOR, and authorize staff to negotiate an annual contract amount with the following two firms for a contract period of three years with an option to renew for two additional one-year periods, upon mutual agreement of both parties: CliftonLarsonAllen, LLP, and Tuscan & Company, P.A.

B) Authorize Chair to execute agreements upon final negotiations.

**FUNDING SOURCE:**

Fund: General Fund; Program: Non-Dept – Non-Departmental; Project: Auditing.

**WHAT ACTION ACCOMPLISHES:**

Approve selection and award of annual contracts to two firms. Establishes the selection of consulting firms for CN140300 Financial Auditor. Authorizes staff to award and negotiate annual contracts with two consulting firms: CliftonLarsonAllen, LLP and Tuscan & Company, P.A., to provide the County with financial auditing services on an as needed basis for a contract period of three years with an option to renew for two additional one-year periods, upon mutual agreement of both parties. CliftonLarsonAllen, LLP is being awarded the Board of County Commissioners and Clerk of Courts section; and, Tuscan & Company, P.A. is being awarded the Constitutional Officers section. Funds are budgeted in the FY14-15 General Fund budget.

**MANAGEMENT RECOMMENDATION:** Approve

**Departmental Category: Item #4**

**Meeting Date:** 8/19/2014

**Agenda:**

**Requirement/Purpose: (specify)**

- Statute
- Ordinance
- Admin Code AC-4-4
- Other

**Request Initiated**

**Commissioner:**

**Department:** COUNTY MANAGER

**Division:** No Divisions

**By:** Peter Winton

**Background:**

Letters of Interest were solicited on behalf of the Board of County Commissioners for FINANCIAL AUDITOR. The deadline for receipt of Letters of Interest was May 29, 2014. A total of 11 Letters of Interest were considered at the Competitive Negotiations Committee meetings held on June 30, 2014. The Competitive Negotiations Committee for BOCC and Clerk consisted of the following staff members: Pete Winton, County Manager’s Office, Chair; Terry Mallow, Clerk of Courts-Finance; Brian Mcgonagle, Port Authority-Finance. The Competitive Negotiations Committee for Constitutional Officers consisted of the following staff members: Pete Winton, County Manager’s Office, Non-Voting Chair; Terry Mallow, Clerk of Courts-Finance; Richard Passera, Tax Collector, and Jennifer Laufenberg, Property Appraiser.

Based on the information submitted by the Consultants in their Letters of Interest, it was the consensus of the Committee for BOCC and Clerk to shortlist two firms CliftonLarsonAllen and KPMG for presentations.

Based on the information submitted by the Consultants in their Letters of Interest, it was the consensus of the Committee for Constitutional Officers to shortlist two firms CliftonLarsonAllen and Tuscan & Company for presentations.

**11. Required Review:**

<i>Peter Winton</i>	<i>Anne Henkel</i>	<i>Robert Franceschini</i>	<i>Dawn Perry-Lehnert</i>	<i>Peter Winton</i>	<i>Roger Desjarlais</i>
COUNTY MANAGER	Budget Analyst	Purchasing	County Attorney	Budget Services	County Manager

**12. Commission Action:**

Presentations were conducted on July 21, 2014 with the “short list” firms; it was the consensus of the Committee to recommend to the Board the selection of two firms and request Board approval for staff to commence contract negotiations with the firms as follows: CliftonLarsonAllen, LLP, and Tuscan & Company, P.A.

Per Section 6 of the Contracts Manual for annual-type master contracts, the Board can concur with the selection of consultants and authorize staff to negotiate an annual contract within the same blue sheet. This will eliminate the need for an additional blue sheet requesting Board approval of the Agreements.

For general information, the total spend for these services over the past three years was \$1,497,872.00.

Fund: General Fund; Program: Non-Dept – Non-Departmental; Project: Auditing.

Attachment: (1) Sample Contract  
(2) Evaluation meeting minutes dated July 21, 2014



Lee County Professional Service/Service Provider Agreement  
Change Order/Supplemental Task Authorization

Date 4/6/2017

[Print Form](#)

Change Order     Supplemental Task Authorization    Number: 4

A Change Order or Supplemental Task Authorization requires approval by the Department Director for expenditures under \$50,000 or approval by the County Manager for expenditures between \$50,000.01 and \$100,000 or approval by the Board of County Commissioners for expenditures over \$100,000

Primary Contact: Martin Redovan

Contract Name: Financial Auditor

Project Name: \_\_\_\_\_

Consultant: CliftonLarsonAllen, LLP Project #: N/A

Solicitation #: CN140300 Contract #: 6933 Account #: N/A

Lee County Project Manager: N/A Request Date: 4/6/2017

Fiscal Staff: Joyce Conatser

Upon the completion and execution of this Change Order or Supplemental task Authorization by both parties the Consultant / Provider is authorized to and shall proceed with the following exhibits:

- **CO-STA Exhibit A** - SCOPE OF PROFESSIONAL SERVICE
- **CO-STA Exhibit B** - COMPENSATION & METHOD OF PAYMENT
- **CO-STA Exhibit C** - TIME & SCHEDULE OF PERFORMANCE
- **CO-STA Exhibit D** - CONSULTANTS/PROVIDERS ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS
- **CO-STA Exhibit E** - PROJECT GUIDELINES AND CRITERIA

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

Martin A. Redovan

Apr 6, 2017

Name of Consultant/Provider (Print Name)

Date Accepted

martin.redovan@claconnect.com

239-226-9902

Contact E-mail Address

Contact Phone Number

Lee County Board of County Commissioners - Procurement Management

1825 Hendry Street - Fort Myers, FL 33901

PO Box 398 - Fort Myers, FL 33902-0398

Phone: (239) 533-5450

Date 4/6/2017

**Print Form**

Page A 1 of 1

**Choose one of the following:**

Change Order Agreement #: 4  Supplemental Task Authorization #: \_\_\_\_\_

**Scope of Professional Services for:**

Financial Auditor

**Section 1.00 Changes to Professional Services**

The 'Scope of Professional Services' as set forth in Exhibit 'A' of the Professional Services Agreement, or Service Provider, referred to hereinbefore is hereby supplemented, changed or authorized, so that the Consultant or Service Provider shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized.

No changes in scope, this is for renewal of term 8/19/17 - 8/18/18



Date 4/6/2017

[Print Form](#)

**Choose one of the following:**

Change Order Agreement #: 4       Supplemental Task Authorization #: \_\_\_\_\_

**Time & Schedule of Performance for:**

Financial Auditor

**Section 1.00 Changes for this Change Order or Supplemental Task Authorization Agreement**

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks or work set forth in this Change Order of Supplemental Task Authorization Agreement, Exhibit 'CO/STA-A', entitled 'Scope of Professional Services' attached hereto is as follows:

Task/ Phase Number as Indicated in Exhibit A	Name/Title of Phase/Task	Number of Calendar Days for Completion of Each Phase/Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed for this CO/STA
	Renewal of Annual Contract		
	Original Term: 8/19/14 - 8/18/17		
	Renewal Number 1 Term: 8/19/17 - 8/18/18		

Change Order Agreement #: 4 Supplemental Task Authorization #: \_\_\_\_\_

**Time & Schedule of Performance for:**

Financial Auditor

**Section 2.00 Summary of the Impact of Change(s) in Professional Services on the Overall Project Time and Schedule of Performance**

Pursuant to and in consideration of the changed in the Scope of Professional Services in this Change Order or Supplemental Task Authorization Agreement, Exhibit 'CO/STA-A' the time and schedule the County and the Consultant, or Service Provider, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Task/ Phase Number as Indicated in Exhibit A & Exhibit CO/STA-A	Name/Title of Phase/Task	Number of Calendar Days for Completion of Each Phase/Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed



Lee County Professional Service/Service Provider Agreement  
Change Order/Supplemental Task Authorization

Date 4/6/2017

**Print Form**

Change Order     Supplemental Task Authorization    Number: 2

A Change Order or Supplemental Task Authorization requires approval by the Department Director for expenditures under \$50,000 or approval by the County Manager for expenditures between \$50,000.01 and \$100,000 or approval by the Board of County Commissioners for expenditures over \$100,000

Primary Contact: Jeffrey Tuscan

Contract Name: Financial Auditor

Project Name: \_\_\_\_\_

Consultant: Tuscan & Company P.A. Project #: N/A

Solicitation #: CN140300 Contract #: 6932 Account #: N/A

Lee County Project Manager: N/A Request Date: 4/6/2017

Fiscal Staff: Joyce Conatser

Upon the completion and execution of this Change Order or Supplemental task Authorization by both parties the Consultant / Provider is authorized to and shall proceed with the following exhibits:

- CO-STA Exhibit A - SCOPE OF PROFESSIONAL SERVICE
- CO-STA Exhibit B - COMPENSATION & METHOD OF PAYMENT
- CO-STA Exhibit C - TIME & SCHEDULE OF PERFORMANCE
- CO-STA Exhibit D - CONSULTANTS/PROVIDERS ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS
- CO-STA Exhibit E - PROJECT GUIDELINES AND CRITERIA

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

Jeffrey M. Tuscan    Jeffrey M. Tuscan    4/26/17  
Name of Consultant/Provider (Print Name)    Date Accepted

jtuscan@tuscancpa.com    (239) 333-2090  
Contact E-mail Address    Contact Phone Number

**Lee County Board of County Commissioners - Procurement Management**  
1825 Hendry Street - Fort Myers, FL 33901  
PO Box 398 - Fort Myers, FL 33902-0398  
Phone: (239) 533-5450





Date 4/6/2017

**Print Form**

Choose one of the following:

Change Order Agreement #: 2  Supplemental Task Authorization #: \_\_\_\_\_

Time & Schedule of Performance for:

Financial Auditor

**Section 1.00 Changes for this Change Order or Supplemental Task Authorization Agreement**

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks or work set forth in this Change Order of Supplemental Task Authorization Agreement, Exhibit 'CO/STA-A', entitled 'Scope of Professional Services' attached hereto is as follows:

Task/ Phase Number as Indicated in Exhibit A	Name/Title of Phase/Task	Number of Calendar Days for Completion of Each Phase/Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed for this CO/STA
	Renewal of Annual Contract		
	Original Term: 8/19/14 - 8/18/17		
	Renewal Number 1 Term: 8/19/17 - 8/18/18		



Change Order Agreement #: 2 Supplemental Task Authorization #: \_\_\_\_\_

**Time & Schedule of Performance for:**

Financial Auditor

**Section 2.00 Summary of the Impact of Change(s) in Professional Services on the Overall Project Time and Schedule of Performance**

Pursuant to and in consideration of the changed in the Scope of Professional Services in this Change Order or Supplemental Task Authorization Agreement, Exhibit 'CO/STA-A' the time and schedule the County and the Consultant, or Service Provider, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Task/ Phase Number as Indicated in Exhibit A & Exhibit CO/STA-A	Name/Title of Phase/Task	Number of Calendar Days for Completion of Each Phase/Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed



Date 4/6/2017

**Print Form**

Page A 1 of 1

**Choose one of the following:**

Change Order Agreement #: 2                       Supplemental Task Authorization #: \_\_\_\_\_

**Scope of Professional Services for:**

Financial Auditor

**Section 1.00 Changes to Professional Services**

The 'Scope of Professional Services' as set forth in Exhibit 'A' of the Professional Services Agreement, or Service Provider, referred to hereinbefore is hereby supplemented, changed or authorized, so that the Consultant or Service Provider shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized.

No changes in scope, this is for renewal of term 8/19/17 - 8/18/18

<b>Blue Sheet No. 20170235</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>Item No. C10</b>
------------------------------------	--	---------------------

**TITLE:**

Approve Agreement for the Deposit of Sand from the New Pass Dredge project onto Big Hickory Island.

**ACTION REQUESTED:**

Approve Agreement between County, West Coast Inland Navigation District and Pelican Landing Community Association for the Deposit of Sand onto Big Hickory Island and defining roles and responsibilities for each party.

**FUNDING:**

No funding required. Construction funding is 100% from West Coast Inland Navigation District (WCIND)

Not Applicable

**WHAT ACTION ACCOMPLISHES:**

Approval of the Agreement for the Deposit of Sand onto Big Hickory Island will allow for beneficial placement of dredge sand from New Pass channel onto Big Hickory Island in an area owned by Pelican Landing Community Association (PLCA) and designated by the state as critically eroded. Traditional public uses of the beach will continue, but in recognition of the special benefit to PLCA, they have offered to make a financial contribution to the West Coast Inland Navigation District (WCIND) to offset sand placement costs and conduct certain monitoring activities thereby reducing the effective cost to WCIND and allow for redirection of the saved funds for future Lee County dredging activities.

**MANAGEMENT RECOMMENDATION:**

Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input checked="" type="checkbox"/> Statute §§ 125.01 & 374.976, F.S. <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other Agreement	<b>Commissioner:</b> <b>Department:</b> NATURAL RESOURCES <b>Division:</b> No Divisions <b>By:</b> Roland Ottolini

**Background:**

Approve

On June 16, 2015, in response to ongoing shoaling of the New Pass channel, Resolution 15-06-33 was passed to establish funding from WCIND for channel dredging. At the same time, WCIND was developing a project to dredge Big Carlos Pass. As permitting and construction plans evolved for both projects, it became clear that they could be combined under the authority of WCIND to save construction costs and avoid potential construction conflicts. In November of 2016, WCIND responded favorably to a request to assume the construction phase of the combined project. Construction bids were opened by WCIND in January 2017 and awarded to the lowest qualified bidder.

<b>Required Review:</b>					
Roland Ottolini	Lori Borman	Peter Winton	John J. Fredyma	David Harner	
NATURAL RESOURCES	Budget Analyst	Budget Services	County Attorney	County Manager	

State rules and the permit conditions for New Pass require that beach compatible sand from channel dredging be used for nourishment of adjacent eroded beaches if possible. The New Pass permit allows for placement on either Lovers Key to the north, or Big Hickory Island to the south. Lovers Key is a heavily used public park but already has regular nourishment activity that is funded at 88% by FDEP for construction and was most recently nourished in December 2014. Additionally, sand from Lovers Key tends to move south and could contribute to increased future channel shoaling. Big Hickory Island has a beach park with amenities for PLCA owners and guests of the Hyatt Regency Coconut Point. South of the PLCA property is a county owned preserve. All prior beach management activity on Big Hickory Island has been privately funded. The general public routinely accesses Big Hickory Island by boat for traditional uses such as shelling, swimming and sunning.

The County was approached by PLCA about placement of sand on Big Hickory Island rather than Lovers Key as a preferred alternative from their perspective. In coordination with WCIND, the County evaluated the options as well as the contribution PLCA offered toward the project. Given the coastal dynamics in the area, financial considerations, benefits to navigation, and potential for a cooperative effort, we determined that placement of sand on Big Hickory Island in accordance with the Agreement being recommended for approval provides a mutual benefit to all parties and would be in the public interest. PLCA will pay WCIND the full unit cost price of \$6.88 per cubic yard of sand placed in front of their property up to a maximum of \$544,896, and complete all required post construction biological monitoring. The cost savings will mean a larger balance will remain in WCIND's Lee County fund for future dredging.

Because the project is being done by WCIND on the County's behalf and the County is the permit holder, it was determined that a three party agreement was the appropriate vehicle to formalize the sand placement roles and responsibilities. WCIND and County staff recommend approval of the Agreement.

Tourism and Sports; Partnerships

Attachments:

Agreement For The Deposit Of Sand Onto Big Hickory Island

## **AGREEMENT FOR THE DEPOSIT OF SAND ONTO BIG HICKORY ISLAND**

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017, between LEE COUNTY, a political subdivision of the State of Florida ("County"), the West Coast Inland Navigation District, a Multi-County Independent Special Taxing District of the State of Florida ("WCIND"), and the Pelican Landing Community Association, Inc., a Florida Not for Profit Corporation ("Association").

**WHEREAS**, pursuant to Section 125.01, Fla. Stat., the County has the power to administer programs for navigation and to cooperate with other governmental agencies and private enterprises in the development and operation of these programs; and

**WHEREAS**, pursuant to Section 374.976, Fla. Stat., WCIND may sponsor or furnish assistance and support to the County in planning and carrying out inlet management projects that contribute to public navigation; and

**WHEREAS**, the County has received permits from the Florida Department of Environmental Protection ("Department"), Permit No. 0323832-001-JC, attached hereto and incorporated as Exhibit 1, and the United States Army Corps of Engineers, Permit No. SAJ-2014-00219 (SP-BEM), attached hereto and incorporated as Exhibit 2 (collectively referred to as "Permits"), approving the dredging of New Pass for a project known as the "New Pass Navigational Dredging and Beach Disposal" ("Project"); and

**WHEREAS**, the County has partnered with WCIND to complete the Project in accordance with the Project's plans and specifications, attached hereto and incorporated as Exhibit 3 ("Plans and Specs"); and

**WHEREAS**, the Project's purpose is to regain navigational access to the Gulf of Mexico through New Pass for those citizens utilizing Estero Bay, and the County and WCIND find that the Project is a benefit to public navigation, and consistent with the Department's Strategic Beach and Inlet Management Plans for the Southwest Gulf Coast Region; and

**WHEREAS**, the Permits allow for the County to deposit the beach compatible dredged fill material ("Sand") from New Pass onto Big Hickory Island in an area adjacent to land owned by the Association; and

**WHEREAS**, the deposit of Sand onto Big Hickory Island will result in less future maintenance by the County and WCIND due to the southern orientation of Big Hickory Island to New Pass and the movement of tidal waters in this location; and

**WHEREAS**, the Department found that the work authorized under the Permit demonstrates environmental, social, and economic benefits which would accrue to the

public at large under the proprietary Public Interest criteria in Rule 18-21.003(51), F.A.C.; and

**WHEREAS**, the general public can access Big Hickory Island's beach and sovereign submerged lands by private boat for swimming, surfing, surf fishing and other traditional recreational public uses pursuant to Chapter 18-21, F.A.C., and Section 161.141, Fla. Stat.; and

**WHEREAS**, in 2012, the Association received Joint Coastal Permit No. 0166092-001-JC, authorization to use sovereign submerged lands and mixing zone variance No. 0166092-BV from the Department for the Pelican Landing Beach Restoration and Groins on Big Hickory Island which recognized the general public's access to Big Hickory Island's beach and continued public enjoyment of traditional recreational uses of Big Hickory Island's sovereign submerged lands; and

**WHEREAS**, the Association has offered to make a monetary contribution to the Project to facilitate the disposal of Sand and has agreed to assist the WCIND and County in required monitoring of Sand deposited onto Big Hickory Island; and

**WHEREAS**, the Association's contribution to the Project will reduce the Project's costs and allow savings from such reductions to be allocated for future County dredging projects; and

**WHEREAS**, the County, WCIND and the Association have agreed to work cooperatively to complete the Project and subsequent monitoring to the mutual benefit of all Parties under the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated in this Agreement.

2. County's Obligations; WCIND's Obligations. The County and WCIND shall have the following obligations and responsibilities under this Agreement.

a. The Project shall be managed and administered by the County and WCIND in accordance with the Permits, and Plans and Specs. As further described herein, the County and WCIND shall provide notification and afford the Association the opportunity to provide input on pre-, during, and post-construction matters concerning the deposit of Sand onto the Big Hickory Island segment of the Project as outlined in the Permits, and Plans and Specs. The County and WCIND will consider the Association's input when administering the

Project; however, such input shall not be binding, and decisions regarding Project administration shall be reserved exclusively to the County and WCIND.

b. The County and WCIND estimate dredging 66,000 cubic yards of Sand from New Pass and depositing the same onto Big Hickory Island in accordance with the Permits, and Plans and Specs. Due to the dynamic nature of the Project area, the total volume of Sand dredged from New Pass and deposited onto Big Hickory Island may increase or decrease by 20% (+/-13,200 cubic yards). Accordingly, the actual amount of Sand to be deposited onto Big Hickory Island will be within a range of 52,800 cubic yards – 79,200 cubic yards. The County and WCIND shall be under no obligation to deposit an amount of Sand that exceeds 79,200 cubic yards, unless such amounts of Sand are dredged from New Pass and the Association exercises its right of first refusal in accordance with Section 3 herein.

c. The County and WCIND have engaged a contractor to perform the work required for the Project. Prior to the issuance of the Notice to Proceed to the contractor and during the Project's construction, the County and WCIND shall afford the Association with the opportunity to review and comment on any modifications or change orders to the contractor's agreement related to the Big Hickory Island segment of the Project. Additionally, the County and WCIND shall afford the Association the opportunity to review and comment on the Notice of Acceptance of Completed Work for the Big Hickory Island segment of the Project prior to its issuance.

3. Association's Obligations. The Association shall have the following obligations and responsibilities under this Agreement.

a. The Association authorizes the County and WCIND, and their officers, employees, contractors and agents necessary access to the Association's Big Hickory Island Beach Park property for completion of the Project and any subsequent monitoring that is or may be required by the Permits. The Association hereby grants the County and WCIND, and their officers, employees, contractors and agents such access to the Association's property using all methods of defined access, including, but not limited to: walkways; pedestrian paths; and utility connections.

b. The Association agrees to contribute to the Project up to \$544,896.00, based upon the cost to deposit 79,200 cubic yards of Sand onto Big Hickory Island at a price of \$6.88 per cubic yard. The Association acknowledges and agrees that the total volume of Sand actually deposited is anticipated to be within a range of 52,800 cubic yards – 79,200 cubic yards as



described in Section 2.b herein. In the event that the actual amount of Sand dredged from New Pass exceeds the 79,200 cubic yards (the amount of Sand exceeding 79,200 cubic yards is hereafter referred to as the "Excedent Amount"), the County and WCIND shall notify the Association of its right of first refusal to have the Excedent Amount deposited onto Big Hickory Island and the total costs associated with the same calculated at a per cubic yard price to be negotiated with the contractor in accordance with the contractor's agreement. Within 10 days of receipt of the Notice of Right of First Refusal, the Association shall notify the County and WCIND of its intent to exercise its right of first refusal of the Excedent Amount. If the Association declines or fails to timely exercise its right of first refusal, the County and WCIND shall be under no further obligation to deposit any amount of Sand onto Big Hickory Island that exceeds the 79,200 cubic yards and may otherwise dispose of the Excedent Amount in accordance with the Permits, and Plans and Specs.

c. Within 30 days of receipt of the Notice of Mobilization of the Project's contractor, the Association shall pay WCIND \$363,264.00 based upon the deposit of 52,800 cubic yards of Sand at the \$6.88 per cubic yard price. Upon timely receipt of such payment, WCIND shall encumber and disperse these dollars in accordance with the contractor's agreement for work related to the Big Hickory Island segment of the Project.

d. Upon completion of the Project, the actual amount of Sand shall be determined and measured as deposited onto the Big Hickory Island beach north of Department reference monument R-224. The Association's contribution shall then be calculated and paid according to the \$6.88 per cubic yard price for the amount of deposited Sand not exceeding 79,200 cubic yards and the negotiated price for any Excedent Amount of deposited Sand. Within 30 days receipt of the issuance of the Notice of Acceptance of Completed Work for the Big Hickory Island segment of the Project, the Association shall pay WCIND the remaining balance of its contribution above \$363,264.00 for the actual amount of Sand deposited onto Big Hickory Island as determined and calculated above. In the event that the actual amount of Sand dredged from New Pass is below 52,800 cubic yards, WCIND shall refund the Association the remaining balance below \$363,264.00 in accordance with the actual amount of Sand deposited on Big Hickory Island as determined and calculated above. Within 30 days of the issuance of the Notice of Acceptance of Completed Work for the Big Hickory Island segment of the Project, WCIND shall pay such refund amount the Association.

e. The Association shall be responsible for the biological monitoring conditions within Exhibit 4 ("Monitoring Conditions"), attached hereto and

incorporated herein for the area of Big Hickory Island as defined by the Permits, and Plans and Specs. The Monitoring Conditions are required for a period of up to three (3) years beginning after the Notice of Acceptance of Completed Work of the Big Hickory Island segment of the Project and terminating three (3) years later. All monitoring reports required pursuant to the Monitoring Conditions shall be provided to the County by the timeframes set forth in the monitoring Conditions. Should the Association fail to timely provide monitoring reports to the County, the County and WCIND are hereby granted the right to enter upon the Association's property as set forth in Section 3 herein in order to conduct the necessary monitoring and ensure compliance with the Permits, and Plans and Specs. The Association shall be responsible for all cost incurred by the County and WCIND for conducting such monitoring and compliance reporting and shall pay the County within 30 days of receipt of invoices for the costs of the same.

f. The Association shall complete pre- and post- construction structural surveys of the coastal structures located adjacent to the Association's property. For Project coordination purposes, the Association shall provide the County and WCIND at least five (5) days notice prior to conducting the pre- and post- construction surveys. The pre-construction survey shall be submitted to the County and WCIND within 20 days of full execution of this Agreement. Within 10 days of receipt of the Notice of Substantial Completion of the Big Hickory Island segment of the Project, the Association shall submit the post-construction structural survey of the same coastal structures to the County and WCIND.

g. The "Pelican Landing Structural Protection Plan", Exhibit 5, as submitted by the contractor is attached hereto and incorporated herein for the protection of the seven (7) king-pile groins on Big Hickory Island. In the event that the pre- and post- construction structural surveys show a change in conditions to the coastal structures or such conditions otherwise change after Substantial Completion of the Big Hickory Island segment of the Project, the Association shall notify the County and WCIND upon submittal of the post-construction structural survey or during the Association's opportunity to review and comment on the Notice of Acceptance of Completed Work for the Big Hickory Island segment of the Project. Prior to the issuance of the Notice of Acceptance of Completed Work of the Big Hickory Island segment of the Project, the County and WCIND shall determine whether such changes in conditions are compliant with the Permits, and Plans and Specs or whether additional work is necessary to gain compliance thereof.

h. Notwithstanding the limits of tort liability under Section 5 herein, should the pre- and post- construction structural surveys show the same conditions or the County and WCIND otherwise determine that the post-

construction conditions compliant with the Permits, and Plans and Specs pursuant to Section 3.g herein, the Association shall execute a release, releasing the County and WCIND, their officers, employees, contractors and agents, from further contractual liability and holding the County and WCIND harmless from any and all contractual actions, claims and damages that may arise from the obligations under the terms of this Agreement. This release shall be submitted to the County and WCIND within 30 days receipt of the issuance of the Notice of Acceptance of Completed Work for the Big Hickory Island segment of the Project. In no way shall this release constitute a waiver by the County or WCIND of their sovereign immunity and the tort liability limitations as set forth in Section 768.28, Fla. Stat.

4. Notice; Contacts. Any notices required or coordination permitted in this Agreement shall be made in writing to the following:

For Lee County:

Stephen Boutelle  
Marine Operations Manager  
1500 Monroe St, 3<sup>rd</sup> Floor  
Fort Myers, FL 33901

For West Coast Inland  
Navigation District:

Justin McBide  
Executive Director  
200 E. Miami Ave  
Venice, FL 34285

For the Pelican Landing  
Community Association, Inc.:

Cheryl McFarland  
General Manager  
24501 Walden Center Drive  
Bonita Springs, FL 34134

5. Sovereign Immunity. The County, WCIND and the Association agree that each party shall be solely responsible for the tortious acts of its employees, contractors and

agents. However, nothing contained in this Agreement shall constitute a waiver by the County or WCIND of its sovereign immunity and the tort liability limitations as set forth in Section 768.28, Fla. Stat.

6. Applicability. This Agreement only applies to the Project and in no way obligates any Party to future projects or maintenance events for New Pass, Big Hickory Island or any other project within Lee County.

7. Authority. The Parties represent and warrant that they have full authority to enter into and sign the Agreement.

8. Execution of Agreement; Counterparts; Electronic Signatures. The Parties acknowledge and agree that time is of the essence in approving and executing this Agreement in order to commence and complete the Project. Accordingly, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

9. Entire Agreement; Amendments. This Agreement and the Exhibits attached hereto constitute the entire Agreement between the County, WCIND and the Association; no prior written promises, prior contemporaneous or subsequent oral promises or representations, shall be binding. This Agreement shall not be amended or changed except by written instrument signed by all Parties in accordance with Section 8 herein.

10. Binding Effect. The terms and conditions of this Agreement will extend to and bind the heirs, personal representatives, successors, contractors and assigns of the County, WCIND and the Association.

11. Prevailing Party. The prevailing party in any action or proceeding in a court of competent jurisdiction to enforce any term of this Agreement will be entitled to receive its reasonable attorney's fees and court costs from the non-prevailing Party.

12. Severability. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the

other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.

13. Venue; Governing Law. All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Lee County, Florida.

*The remainder of this page is intentionally left blank.*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day, month and year first written above.

**ATTEST:  
LINDA DOGETT, CLERK**

**LEE COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
John E. Manning, Chairman

Approved for the reliance of Lee County only:

\_\_\_\_\_  
County Attorney's Office

**PELICAN LANDING COMMUNITY  
ASSOCIATION, INC.**

By: \_\_\_\_\_

Approved as to form and legal sufficiency:

Title: \_\_\_\_\_

\_\_\_\_\_  
Pelican Landing Community Association, Inc., Legal Counsel

Printed Name: \_\_\_\_\_

**ATTEST:  
JUSTIN MCBRIDE, AGENCY  
CLERK**

**WEST COAST INLAND NAVIGATION  
DISTRICT**

\_\_\_\_\_  
Justin McBride, WCIND Executive Director and Agency Clerk

\_\_\_\_\_  
Carol Whitmore, WCIND Chair

Approved as to form and legal  
sufficiency:

---

Jed R. Schneck, WCIND General  
Counsel



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

## CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

### PERMITTEES:

Lee County Natural Resources Division  
c/o Stephen Boutelle  
1500 Monroe Street  
Fort Myers, Florida 33901

### AGENT:

Michael Poff  
Coastal Engineering Consultants, Inc.  
3106 South Horseshoe Drive  
Naples, Florida 34104

### PERMIT INFORMATION:

Permit Number: 0323832-001-JC

Project Name: New Pass Navigational  
Dredging and Beach Disposal

County: Lee

Issuance Date: September 28, 2015

Expiration Date: September 28, 2030

---

### REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161 and Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.). Pursuant to Operating Agreements executed between the Department of Environmental Protection (Department) and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity.

### PROJECT DESCRIPTION:

The project is to perform navigational dredging of portions of the New Pass Channel Complex one-time only. The dredged material that is beach compatible will be placed on the beach at Lovers Key and/or Big Hickory Island. The non-beach-compatible material will be trucked away and placed in the Lee/Hendry Landfill and/or the Florida Gulf Coast University disposal site.

The elevations of the design beach berms will be +3.5 feet North American Vertical Datum (NAVD) on Lovers Key and +3.0 feet NAVD on Big Hickory Island. Both beaches will feature a sloped berm at 1:100 (vertical:horizontal, V:H) and a foreshore slope of 1:12 (V:H). A dune will be constructed on Lovers Key, approximately 10 feet seaward of the existing vegetation line, with a crest elevation of +8 feet NAVD, a crest width of 10 feet and a slope of 1:8 (V:H).



**Joint Coastal Permit  
New Pass Navigational Dredging and Beach Disposal  
File No. 0323832-001-JC  
Page 2 of 32**

The central inner leg of the New Pass Channel Complex will be dredged to a maximum allowable depth of -6.0 feet NAVD, and the remainder of the New Pass Channel Complex will be dredged to -8.3 feet NAVD, with no overdredge authorized.

**PROJECT LOCATION:**

The beach disposal sites are located on Lovers Key, from 180 feet north of Department Reference Monuments B-219 to R-221, in Lover's Key State Park, and on Big Hickory Island, from 425 feet north of R-223 to R-225, Sections 10, 13, 14, 23, 24 and 25, Township 47 South, Range 24 East, Lee County, Gulf of Mexico, Class III Waters.

The dredging activity is located in Lee County, within the Class III Waters of the New Pass Channel Complex, which includes the Entrance Channel from the Gulf of Mexico, the north and south connector legs to the intracoastal waterway, and the central inner channel leg into Estero Bay. The interior portions of the project are within the Estero Bay Aquatic Preserve, Outstanding Florida Waters (OFW).

The Lee/Hendry Landfill upland disposal site is located in Felda, Florida, Section 16, Township 45 South, Range 28 East. The Florida Gulf Coast University upland disposal site is located in Ft. Myers, Florida, Section 24, Township 46 South, Range 28 East.

**PROPRIETARY AUTHORIZATION:**

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated, to the Department, the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with Chapters 253 and 258, F.S., Chapters 18-20, 18-21 and Section 62-330.075, F.A.C., and the policies of the Board of Trustees.

As staff to the Board of Trustees, the Department has determined that the channel dredging and the placement of sand on the beach both qualify for a Letter of Consent to use sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. Therefore, consent is hereby granted, pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

**COASTAL ZONE MANAGEMENT:**

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

**WATER QUALITY CERTIFICATION:**

This permit also constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341.

**OTHER PERMITS:**

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State or local) that may be required for the project. When the Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (Corps) for review. The Corps will issue their authorization directly to you, or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, contact the nearest Corps regulatory office for status and further information. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

**AGENCY ACTION:**

The above named Permittee is hereby authorized to construct the work that is outlined in the project description and project location of this permit and as shown on the approved permit drawings, plans and other documents attached hereto. This agency action is based on the information submitted to the Department as part of the permit application, and adherence with the final details of that proposal shall be a requirement of the permit. **This permit and authorization to use sovereign submerged lands are subject to the General Conditions, General Consent Conditions and Specific Conditions, which are a binding part of this permit and authorization.** Both the Permittee and their Contractor are responsible for reading and understanding this permit (including the permit conditions and the approved permit drawings) prior to commencing the authorized activities, and for ensuring that the work is conducted in conformance with all the terms, conditions and drawings.

---

**GENERAL CONDITIONS:**

1. All activities authorized by this permit shall be implemented as set forth in the plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The Permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to section 62B-49.008, Florida Administrative Code.
2. If, for any reason, the Permittee does not comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Bureau of Beaches and Coastal Systems and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

**Joint Coastal Permit**  
**New Pass Navigational Dredging and Beach Disposal**  
**File No. 0323832-001-JC**  
**Page 4 of 32**

3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local, special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of sovereignty land of Florida seaward of the mean high-water line, or, if established, the erosion control line, unless herein provided and the necessary title, lease, easement, or other form of consent authorizing the proposed use has been obtained from the State. The Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees of the Internal Improvement Trust Fund prior to commencing activity on sovereign lands or other state-owned lands.
5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
6. This permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.
7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The Permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
8. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules. Reasonable time may depend on the nature of the concern being investigated.
9. At least forty-eight (48) hours prior to commencement of activity authorized by this permit, the Permittee shall submit to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer) and the appropriate District office of the Department a written

**Joint Coastal Permit**  
**New Pass Navigational Dredging and Beach Disposal**  
**File No. 0323832-001-JC**  
**Page 5 of 32**

notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the Permittee and the contractor, if one is to be used, have read the General and Specific Conditions of the permit and understand them.

10. If historic or archaeological artifacts, such as, but not limited to, Indian canoes, arrow heads, pottery or physical remains, are discovered at any time on the project site, the Permittee shall immediately stop all activities in the immediate area that disturb the soil in the immediate locale and notify the State Historic Preservation Officer and Bureau of Beaches and Coastal Systems (JCP Compliance Officer). In the event that unmarked human remains are encountered during permitted activities, all work shall stop in the immediate area and the proper authorities notified in accordance with Section 872.02, F.S.
11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall submit to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer) and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on two paper copies and one electronic copy of as-built drawings submitted to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer).

**GENERAL CONSENT CONDITIONS:**

1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

**Joint Coastal Permit  
New Pass Navigational Dredging and Beach Disposal  
File No. 0323832-001-JC  
Page 6 of 32**

5. Construction, use or operation of the structure or activity shall not adversely affect any species that is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
7. Structures or activities shall not create a navigational hazard.
8. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident or fire.
9. Structures or activities shall be constructed, operated and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(f), F.A.C., or any other applicable law.

**SPECIFIC CONDITIONS:**

1. All reports or notices relating to this permit shall be electronically submitted to the Department's JCP Compliance Officer (e-mail address: [JCP Compliance@dep.state.fl.us](mailto:JCPCompliance@dep.state.fl.us)) unless otherwise specified in the Specific Conditions of this permit.
2. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from the Department. Storage, stockpiling or access of equipment on, in, over or through beds of submerged aquatic vegetation, wetlands or hardbottom is prohibited unless it occurs within a work area or ingress/egress corridor that is specifically approved by this permit. Anchoring or spudding of vessels and barges within beds of aquatic vegetation or hardbottom is also prohibited.
3. The Permittee shall not conduct project operations or store project-related equipment in, on or over dunes, or otherwise impact dune vegetation, outside the approved staging, beach access and dune restoration areas designated in the permit drawings.
4. Subsequent dredging seaward of the bridge may be authorized by the Department through a major modification to the permit after the County has provided the information required below, or after an inlet management plan (with strategies to mitigate for the potential adverse impacts of the inlet dredging activities) is adopted by the Department in

accordance with Chapter 161.142, F.S., and Chapter 62B-41.008(1), F.A.C., as indicated below:

*A Joint Coastal Permit is required in order to conduct any coastal construction activities in Florida...The application shall contain the following specific information:*

- (m) *Demonstration of consistency with the adopted statewide strategic beach management plan, an inlet management plan, or a proposed draft inlet management plan in accordance with subsection 62B-41.005(16), F.A.C. If not included in the inlet management plan the applicant will provide the following:*
1. *A description of the physical characteristics of the inlet;*
  2. *A sediment budget for the inlet;*
  3. *An analysis of the stability and hydraulic characteristics of the inlet including current velocities, tidal prism and current patterns of the flood and ebb tides;*
  4. *A description of the wind and wave climate in the area of inlet influence;*
  5. *A description of the sediment characteristics of the inlet and its related shoals;*
  6. *The influence of existing manmade structures;*
  7. *The current and historic shoreline erosion and accretion trends;*
  8. *A statement of performance objectives and an analysis of the expected affect of proposed coastal construction on the coastal system and marine turtles within the inlet area of influence;*
  9. *An analysis of available alternatives to the proposed coastal construction, including the no action alternative, on meeting the stated performance objective and any related affects on the coastal system or marine turtles; and*
  10. *A demonstration of the anticipated public benefits of the coastal construction.*
5. The Permittee may apply for a permit modification to deviate from the proposed dredge extent, based on the April 2014 survey (as shown in the approved permit drawings), while remaining within the proposed channel alignment/maximum dredge extent, but the

application must demonstrate that no additional adverse impacts will occur or that any adverse impacts will be fully offset with mitigation. This will, at a minimum, include additional vibracores for those new dredge locations in order to determine the compatibility of the material and whether the material should be placed on the beach templates or in the upland disposal areas.

6. ***Notice to Proceed Requirements.*** No work shall be conducted under this permit until the Permittee has received a written Notice to Proceed (NTP) from the Department for the one-time authorized event under this permit. **If construction does not commence within the expected timeframe following the issuance of the NTP and the proposed construction differs in any way from those detailed in the submitted final construction plans and specifications (i.e. dredge locations, etc.), then the issuance of a new NTP shall be required.** At least 30 days prior to the requested date of issuance of the NTP, the Permittee shall submit a written request for a NTP and the following items for review and approval by the Department:
  - a. An electronic copy of detailed ***final construction plans and specifications*** for all authorized activities. The plans and specifications shall be consistent with the project description of this permit and the attached permit drawings, and shall also be certified by a professional engineer (P.E.), who is registered in the State of Florida. The plans and specifications shall include a description of the dredging and construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., anchoring areas, pipeline corridors, staging areas, boat or vehicular access corridors, etc.) to be used for this project. The final plans and specifications submitted under this condition shall comply with all conditions set forth in this permit. **Any deviations from the hatched dredge areas in the approved permit drawings will require submission of geotech information and approval through a permit modification;**
  - b. ***Biological Opinion.*** In accordance with Florida Statute 161.041 (5), no construction that could result in take of threatened and marine turtles shall begin until the federal incidental take authorization is issued in accordance with the federal Endangered Species Act. An incidental take has been issued for the proposed project; any amendments or new requirements for Biological Opinions for future work under this permit shall be incorporated into the permit through an administrative modification;
  - c. ***Turbidity monitoring qualifications.*** Documentation that the person(s) who will be conducting the turbidity monitoring meets the following requirements:
    - i. Is independent of both the design contractor and the construction contractor(s);
    - ii. Has formal training in water quality monitoring; and

- iii. Has professional experience in monitoring turbidity for coastal construction projects.
  - d. A **Scope of Work** for the turbidity monitoring to ensure compliance with Specific Condition 34-36;
  - e. **Biological monitoring qualifications**: Biological monitoring qualifications shall be submitted to the JCP Compliance Officer for review. If additional monitoring team(s) are subcontracted, or new staff is added to the monitoring team, proposed changes and qualifications shall be submitted to the JCP Compliance Officer for review at least 30 days prior the sampling event. The Permittee's selected biological monitoring team is fully responsible for training of new staff members and subcontractors as well as the QA/QC verification of their work;
  - f. A **Biological Monitoring Plan**. Submission of this item is only required if a revision to the approved Biological Monitoring Plan (dated February 2015) is made prior to this NTP request, through a permit modification;
  - g. A **Sediment QA/QC Plan**. Submission of this item is only required if a revision to the approved Sediment QA/QC Plan (dated July 21, 2015) is made prior to this NTP request, through a permit modification; and
  - h. **Public Easement**. If a modification is approved to authorize subsequent dredging under this permit and any portion of the channel to be dredged will be used primarily as a borrow area, and not for navigational dredging, for a period of over five years, then a public easement will be required for those areas. Documentation that the Public Easement has been executed and recorded to the satisfaction of the Department will be required before the issuance of an NTP for the subsequent dredging events.
7. **Pre-Construction Conference**. The Permittee shall conduct a pre-construction conference to review the Specific Conditions and monitoring requirements of this permit with the Permittee's contractors, the engineer of record, those responsible for turbidity monitoring and the JCP Compliance Officer (or designated alternate). In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

JCP Compliance Officer  
e-mail: [JCPCompliance@dep.state.fl.us](mailto:JCPCompliance@dep.state.fl.us)

Imperiled Species Management Section  
Florida Fish & Wildlife Conservation Commission  
620 South Meridian Street



Tallahassee, Florida 32399-1600  
phone: (850) 922-4330  
fax: (850) 921-4369 or email: [marineturtle@myfwc.com](mailto:marineturtle@myfwc.com)

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of the pre-construction conference, the Permittee shall provide written notification, advising the participants (listed above) of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

8. When discharging slurried sand onto the beach from a pipeline, the Permittee shall employ best management practices (BMPs) to reduce turbidity. At a minimum, these BMPs shall include the following:
  - a. Use of shore-parallel sand dike to promote settlement of suspended sediment on the beach before return water from the dredged discharge reenters the Gulf of Mexico; and
  - b. A minimum set-back of 50 feet from open water, or at the landward end of the beach berm (without disturbing the dune), whichever is less, for the pipeline discharge location.
  - c. During construction within the aquatic preserve, turbidity curtains shall be affixed and maintained as necessary to ensure compliance with Specific Condition 35.
  
9. Sediment quality shall be assessed as outlined in the approved Sediment QA/QC Plan (dated July 21, 2015). Any occurrences of placement of material not in compliance with the Plan shall be handled according to the protocols set forth in the Sediment QA/QC Plan. The sediment testing result shall be submitted to the JCP Compliance Officer within 90 days following the completion of beach construction. The Sediment QA/QC Plan includes the following:
  - a. If, during construction, the Permittee or Engineer determines that the beach fill material does not comply with the sediment compliance specifications, measures shall be taken to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the JCP Compliance Officer.
  - b. The Permittee shall submit post-construction sediment testing results and an analysis report, as outlined in the Sediment QA/QC Plan, to the Department within 90 days following beach construction. The sediment testing results shall be certified by a P.E. or P.G. from the testing laboratory. A summary table of the sediment samples and test results for the sediment compliance parameters, as outlined in Table 1 of the Sediment QA/QC Plan, shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis

and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.

- c. A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced shall be submitted to the JCP Compliance Officer within 7 days following completion of remediation activities.
10. As this project involves the dredging of non-beach-compatible material, the approved Sediment QA/QC Plan includes specific details and instructions (sections 5 and 6) on how the non-compatible material shall be handled. This includes the mechanical dredging, transport, offloading and final disposal of the non-compatible material. This Plan shall be strictly adhered to in order to avoid and minimize any adverse impacts to the aquatic preserve and its resources, and should be discussed as a matter of importance at the pre-construction meeting.
11. During dredging activities, within any given area of the channel, all material designated as non-beach-compatible material shall be dredged first and transported to the approved "Access/Staging/Offload Area". Once the non-beach-compatible material has been completely dredged, the remainder of the dredge extent areas containing beach-compatible material can then be dredged.
12. The non-beach-compatible material shall be dredged via mechanical methods; transported to the approved access/staging/offload area located adjacent to the County Highway 865 Bridge; and trucked to the approved upland disposal areas: Lee/Hendry Landfill in Felda, Florida, and/or the Florida Gulf Coast University upland disposal site in Ft. Myers, Florida. The dredging shall be conducted using a barge-mounted clamshell or track hoe or similar mechanical equipment. A mechanical bucket free of holes or perforations shall be utilized to minimize siltation during excavation. The non-beach-compatible material shall be properly contained on the construction equipment during operation within the project area as well as during transportation to and offloading onto the approved access/staging/offload area in a manner that prevents return of the non-beach-compatible sediment to waters of the state. The disposal barges shall be so constructed as to preclude spillage and leakage. The development of a leak shall be promptly repaired and the dredge shall be shut down until completed repair has been made to the satisfaction of the COUNTY. Failure to repair leaks or change the method of operations will result in suspension of dredging operations by the COUNTY. Any remaining effluent shall be transferred to the approved access/staging/offload area. No effluent shall be discharged into the waters of the state from the approved access/staging/offload area. Best management practices for erosion and turbidity control including but not limited to the use of staked hay bales, turbidity barriers, and silt screens, shall be used and maintained at the approved access/staging/offload area as necessary at all times during dredging activities of non-beach-compatible material.

All vehicles and equipment used to transport material to the approved upland disposal areas shall be properly maintained. Materials shall be secured within the transporting apparatus and shall not be allowed to spill while in route to the approved upland disposal areas. Any and all spilled material from the roadway, or public or private property shall be immediately cleaned up. The materials shall be maintained until disposal at the approved upland disposal areas. No stockpiling between the approved access/staging/offload area and the approved upland disposal areas shall be allowed. All necessary repairs or modifications shall be promptly made to prevent future spillage from occurring. Transportation of materials to the approved upland disposal areas shall be allowed on a 24-hr. per day basis.

13. The pipeline corridor established within the interior of New Pass should generally be located within the dredge footprint; any portion of the corridor established outside of the dredge footprint (i.e. near the mouth of the inlet) shall be free of any seagrasses and mangrove habitat. No equipment shall traverse on or over these resources.
14. **Cultural Resources.** A 50-meter buffer shall be maintained around Site LL2017 (225 feet in diameter), which contains human remains, and shall be avoided by construction activities that include, but are not limited to, anchoring, staging, dredging, spudding, pipeline placement, excavation, etc. Site LL1924, which is a modern wreck (238 feet in diameter), shall not be used as a staging area during construction, and shall be avoided by any excavation activity that may impact the resource. Should any additional archaeological materials or features (not already identified at Sites LL2017 and LL1924) be encountered in the vicinity of this project, the Permittee shall immediately notify the Department of State, Division of Historical Resources (DHR) at 850-245-6333 of the discovery and shift impacts away from that location until the DHR can determine the significance of the discovery.

#### **Fish and Wildlife Protection Conditions**

15. In accordance with Sections 161.041 (5) and 379.2431 (1), F.S., no work shall be conducted under this permit until the Biological Opinions from the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (FWS) have been issued and incidental take has been authorized.
16. The pre-construction conference shall be held between the contractors, the engineer and staff representative of the Department and shall also include the Marine Turtle Monitor/permit holder, Bird Monitors and staff representatives of the Florida Fish and Conservation Commission (FWC). The purpose of this portion of the meeting is to ensure that the Permittee/Contractor fully understands the wildlife protection measures and site-specific measures that need to be taken before, during and after construction.

This meeting may be combined with the pre-construction conference required in Specific Condition 7 above.

- a. The Permittee/Contractor's Environmental Protection Plan (EPP) shall include details of monitoring for nesting marine turtles and nesting seabirds and shorebirds onsite during construction.
  - b. The EPP and notification of the pre-construction conference shall be sent to the FWC for review and comment at least 10 business days before the date of that meeting per the information in the attached FWC contact information exhibit, and also by email to [MarineTurtle@myfwc.com](mailto:MarineTurtle@myfwc.com).
17. **In-water Activity.** The Permittee shall adhere to the following conditions for all in-water activity:
- a. All personnel associated with the project shall be instructed about the presence of marine turtles and manatees, and the need to avoid collisions with (and injury to) these protected marine species. The Permittee/Contractor shall advise all construction personnel that there are civil and criminal penalties for harming, harassing or killing manatees or marine turtles, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, the Marine Turtle Protection Act and the Florida Manatee Sanctuary Act.
  - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
  - c. Siltation or turbidity barriers, if used, shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee or marine turtle movement.
  - d. All on-site project personnel are responsible for observing water-related activities for the presence of marine turtles and manatees. All in-water activities, including vessel operations, shall be shut down if a marine turtle or manatee comes within 50 feet of the activity. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.
  - e. Any collision with, or injury to, a marine turtle or manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922, and to FWC at

- [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com). Any collision with, and/or injury to, a marine turtle shall also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at [SeaTurtleStranding@myfwc.com](mailto:SeaTurtleStranding@myfwc.com).
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs shall be removed by the Permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC shall be used. One sign that reads *Caution Boaters: Watch for Manatees* shall be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations shall be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com).
18. **Hopper Dredging.** In the event a hopper dredge is utilized, the following requirements shall be met:
- a. Handling of sea turtles captured during hopper dredging activities shall be conducted only by persons with prior experience and training in these activities and who are duly authorized to conduct such activities through a valid Marine Turtle Permit issued by the FWC, pursuant to Chapter 68E-1, F.A.C.
  - b. Dredging pumps shall be disengaged by the operator, or the draghead bypass valve shall be open and in use when the dragheads are not firmly on the bottom in order to minimize impingement or entrainment of sea turtles within the water column. This precaution is especially important during the cleanup phase of dredging operations.
  - c. A state-of-the-art rigid deflector draghead shall be used on all hopper dredges at all times of the year.
  - d. The STSSN Coordinator shall be notified at 1-904-573-3930 or via e-mail at [Allen.Foley@myfwc.com](mailto:Allen.Foley@myfwc.com) at the start-up and completion of hopper dredging operations. The Permittee shall contact the STSSN at [seaturtlestranding@myfwc.com](mailto:seaturtlestranding@myfwc.com) if a sea turtle is captured or sea turtle parts are recovered.
19. **Trawling.** If relocation trawling or non-capture trawling is required, it shall be implemented in accordance with the applicable NMFS Biological Opinion and Incidental Take authorization.
- a. Any activity involving the use of nets to harass and/or to capture and handle marine turtles in Florida waters requires a Marine Turtle Permit from FWC.

- b. The Permittee or their contractor shall e-mail ([MTP@MyFWC.com](mailto:MTP@MyFWC.com)) weekly reports to the Imperiled Species Management Section on Friday of each week that trawling is conducted in Florida waters. These weekly reports shall include the species and number of turtles captured in Florida waters, their general health and release information. A summary (using FWC provided Excel spreadsheet) of all trawling activity (including non-capture trawling), all turtles captured in Florida waters (including all measurements), the latitude and longitude (in decimal degrees) of captures and tow start-stop points, and times for the start-stop points of the tows (including those tows on which no turtles are captured) shall be submitted to [MTP@myfwc.com](mailto:MTP@myfwc.com) by January 15 of the following year or at the end of the project.

**20. Beach Related Activities.**

- a. *Beach Driving.* All vehicles shall be operated in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you- conserve/wildlife/beach-driving/>). Specifically, the vehicle shall be operated at a speed <6 mph and run at or below the high-tide line. All personnel associated with the project shall be instructed about the potential presence of shorebirds and marine turtles and the need to avoid Take of (including disturbance to) these protected species.
- b. *Beach Maintenance.* All derelict concrete, metal, coastal armoring material and other debris shall be removed from the beach to the maximum extent practicable prior to any material placement. If debris removal activities will take place during shorebird or sea turtle nesting seasons, the work shall be conducted during daylight hours only and shall not commence until completion of daily shorebird or sea turtle surveys each day. If flightless shorebird young are present within or adjacent to the work zone or equipment travel corridor, a Shorebird Monitor shall be present during the operation to ensure that equipment does not operate within 300 feet of the flightless young. It is the Permittee/Contractor's responsibility to ensure that no chicks are in the path of the moving vehicles and that the vehicles leave no tracks capable of trapping flightless chicks. All excavations and temporary alteration of beach topography shall be filled or leveled to the natural beach profile prior to 9:00 p.m. each day. The beach surface shall be inspected subsequent to completion of the project, and all tracks or impressions in the sand that are left by project vehicles or heavy equipment shall be removed.
- c. *Equipment Storage and Placement.* Staging areas for construction equipment shall be located off the beach, if off-beach staging areas are available. Nighttime storage of construction equipment not in use shall be located off the beach to minimize disturbance to shorebird and marine turtle nesting and hatching activities. In addition, all construction pipes that are placed on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system. Pipes placed parallel to the dune shall be 5 to 10 feet away from the toe of

the dune. Temporary storage of pipes shall be located off the beach to the maximum extent possible. If it will be necessary to extend construction pipes past a known shorebird nesting site or over-wintering area for piping plovers, then whenever possible, those pipes shall be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a shorebird nesting site during the shorebird nesting season.

21. **Shorebird Protection Conditions.** Shorebird surveys shall be conducted by trained, dedicated individuals (Bird Monitor) with proven shorebird identification skills and avian survey experience.
- a. *Selection of Bird Monitors.* A list of Bird Monitors with their contact information, summary of qualifications including bird identification skills and avian survey experience shall be provided to the FWC. This information shall be submitted to the FWC Regional Biologist (see Exhibit 1) prior to any construction or shorebird surveys for review and consultation. Bird Monitors shall meet the following minimum qualifications.
    - i. Ability to identify all species of beach-nesting birds that nest in the project area by sight and sound.
    - ii. Ability to identify breeding/territorial behaviors and find nests of shorebirds and seabirds that occur in the project area.
    - iii. Ability to identify habitats preferred by shorebirds and seabirds nesting in the project area.
    - iv. Completed full introductory course training (online or webinar) and annually completes refresher course training (online or webinar) on the *Breeding Bird Protocol for Florida's Seabirds and Shorebirds*, including training in data entry. Training resources can be found on the Florida Shorebird Database website (<https://public.myfwc.com/crossdoi/shorebirds/links.html>).
    - v. Familiar with FWC beach driving guidelines: [www.myfwc.com/conservation/you-serve/wildlife/beach-driving](http://www.myfwc.com/conservation/you-serve/wildlife/beach-driving).
    - vi. Previously participated in beach-nesting bird surveys associated with FWC, Audubon or FWS in Florida (please provide references).
    - vii. Experience posting beach-nesting bird sites, consistent with Florida Shorebird Alliance (FSA) Guidelines (<http://flshorebirdalliance.org/resources/instructions-manuals.aspx>).

- viii. Registered contributor to the Florida Shorebird Database.
- b. The Bird Monitor(s) shall review and become familiar with the general information on the FWC's Florida Shorebird Database (FSD) website ([www.FLShorebirdDatabase.org](http://www.FLShorebirdDatabase.org)). They shall use the data collection protocol and implement data entry procedures as outlined on that website. An outline of data to be collected, including downloadable field data sheets, is available on the website.
- c. Breeding season varies by species. Most species have completed the breeding cycle by September 1, but flightless young may be present through September. The following dates are based on the best available information regarding ranges and habitat use by species for this project: February 15 – September 1.
- d. Surveys during the breeding season shall begin on the first day of the breeding season, or 10 days before any site work begins, whichever is later. Surveys shall be conducted through August 31, or until all breeding activity has concluded, whichever is later.
- e. During the breeding season, the Bird Monitor(s) shall survey all potential beach-nesting bird habitats that may be affected by construction or pre-construction activities. The Bird Monitor(s) shall establish one or more shorebird survey routes in the FSD website to cover these areas.
- f. During the pre-construction and construction phases of the project, the Bird Monitor(s) shall complete surveys on a daily basis to detect breeding activity and the presence of flightless chicks before (1) equipment is moved to the area, (2) vehicles are operated in the area or (3) any other activities occur that have the potential to disrupt breeding behavior or cause harm to the birds or their eggs or young. Once construction is completed, and all personnel and equipment have been removed from the beach, surveys may be conducted at weekly intervals.
- g. The Bird Monitor(s) shall survey the project area by walking and looking for evidence of (1) shorebirds exhibiting breeding behavior, (2) shorebird chicks or (3) shorebird juveniles, as outlined in the FSD's Breeding Bird Protocol for Shorebirds and Seabirds. The Bird Monitor(s) shall use binoculars for these surveys.
- h. If an ATV or other vehicle is needed to cover large project areas, operators shall adhere to the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you- conserve/wildlife/beach-driving/>). Specifically, the vehicle shall be operated at a speed <6 mph and only on beaches at or below the high tide line. The Bird Monitor(s) shall stop at no greater than 200-meter intervals to look for breeding activity.



- i. Once the Bird Monitor(s) confirms that birds are breeding, as evidenced by the presence of a scrape, eggs or young, the Bird Monitor(s) shall notify the FWC Regional Species Conservation Biologist (see the attached FWC contact information exhibit) within 24 hours. The Bird Monitor(s) shall report all breeding activity to the FSD website within one week of data collection.
  
22. **Shorebird Buffer Zones and Travel Corridors.** The Bird Monitor(s) shall establish a disturbance-free buffer zone around any location within the project area where shorebirds have been engaged in breeding behavior, including territory defense. The FWC considers a 300-foot-wide buffer to be adequate based on published studies; however, a smaller, site-specific buffer may be established if approved by the FWC Regional Species Conservation Biologist (see the attached FWC contact information exhibit). All sources of human disturbance (including pedestrians, pets and vehicles) shall be prohibited in the buffer zone.
  - a. The Bird Monitor(s) shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds do appear to be agitated or disturbed by these activities, then the Bird Monitor(s) shall widen the buffer zone immediately to a sufficient size to protect breeding birds.
  - b. The Bird Monitor(s) shall ensure that reasonable and traditional pedestrian access shall not be blocked in situations where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be tolerated when breeding was initiated within 300 feet of an established beach access pathway. The Bird Monitor(s) shall work with the FWC Regional Species Conservation Biologist to determine if pedestrian access can be accommodated without compromising nesting success.
  - c. The Bird Monitor(s) shall ensure that the perimeters of designated buffer zones are marked with posts, twine and signs stating: “Do Not Enter, Important Nesting Area” or similar language. The signs shall include the name and a phone number of the entity responsible for posting. Posts shall not be higher than 3 feet once installed. “Symbolic fencing” (i.e., twine, string or rope) shall be placed between all posts and shall be clearly visible to pedestrians. In areas where marine turtles nest, the ropes shall be at least 2.5 feet above the ground. If pedestrian pathways are approved by the FWC Regional Species Conservation Biologist within the 300-foot buffer zone, these pathways shall be clearly marked. The Bird Monitor(s) shall ensure that the posting is maintained in good repair until breeding is completed or terminated. Although solitary nesters may leave the buffer zone with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.

- d. The Bird Monitor(s) shall ensure that no construction activities, pedestrians, moving vehicles or stockpiled equipment occur within the buffer area. The Bird Monitor(s) shall designate and mark travel corridors outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may go past breeding areas in these corridors. However, other activities such as stopping or turning heavy equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site.
- e. If flightless shorebird young are present within or adjacent to the equipment travel corridor, a Bird Monitor shall be present during the operation to ensure that equipment does not operate within 300 feet of the flightless young. It is the Permittee/Contractor's responsibility to ensure that no chicks are in the path of the moving vehicles and that the vehicles leave no tracks capable of trapping flightless chicks.
- f. The FWC recommends that some activity in the travel corridor is maintained on a daily basis in order to discourage birds from nesting within the travel corridor. These activities shall not be allowed to disturb shorebirds nesting on site or interfere with sea turtle nesting, especially if the corridors are established before construction has started.
- g. *Notification.* If the Bird Monitor(s) find that shorebirds are breeding within the project area, he or she shall ensure that an informational bulletin board is placed and maintained in the construction staging area. This bulletin board shall display a location map of the construction site, depict the location(s) of the bird breeding areas and include a clearly visible warning stating: "NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE AND FEDERAL MIGRATORY BIRD ACTS".

**23. Marine Turtle Nest Surveys and Relocation Conditions.**

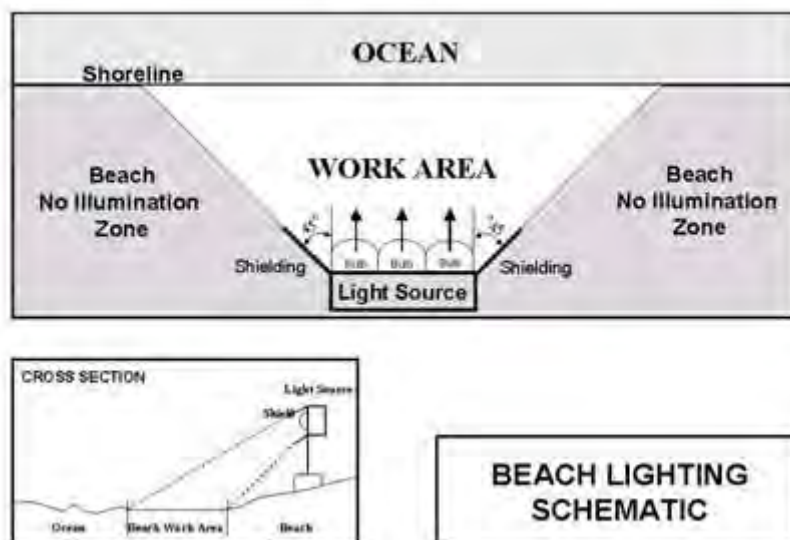
For sand placement projects during marine turtle nesting season (April 15 – November 15), daily early morning (before 9 a.m.) surveys shall be conducted and eggs shall be relocated per the requirements below until completion of sand placement. **Note:** marine turtle monitors shall not enter posted shorebird buffer areas to conduct monitoring or to relocate nests. Monitoring and reporting shall continue throughout the nesting season and shall be conducted according to Post-construction Monitoring and Reporting Marine Turtle Protection Conditions included in this document.

- a. Turtle Monitors. Nesting surveys and egg relocations shall only be conducted by persons with prior experience and training in these activities and who are duly authorized to conduct such activities through a valid permit issued by FWC, pursuant to Chapter 68E-1, F.A.C. Please contact FWC's Marine Turtle Management Program

- in Tequesta at [MTP@myfwc.com](mailto:MTP@myfwc.com) for information on the permit holder in the project area. It is the responsibility of the Permittee to ensure that nesting surveys are completed by the authorized Marine Turtle Permit Holder. Nesting surveys shall be conducted daily between sunrise and 9 a.m.
- b. Nesting surveys shall be initiated 65 days prior to sand placement activities, or by the beginning of marine turtle nesting season (April 15 – November 15), whichever is later. Nesting surveys shall continue daily through the end of the project, or November 15, or until two weeks after the last crawl in the project area, whichever is earlier. If nests are laid in areas where they may be affected by sand placement activities, eggs shall be relocated per the requirements listed in these conditions. Monitoring shall resume for subsequent nesting seasons according to Post-construction Monitoring and Reporting Marine Turtle Protection Conditions included in this document.
  - c. Only those nests laid in the area where sand placement will occur shall be relocated. Nest relocation shall not occur upon completion of sand placement. Nests requiring relocation shall be moved no later than 9:00 a.m., the morning following deposition, to a nearby self-release beach site in a secure setting, where artificial lighting would not interfere with hatchling orientation. Relocated nests shall not be placed in organized groupings. Relocated nests shall be randomly staggered along the length and width of the beach, in settings that are not expected to experience daily inundation by high tides, that are not known to routinely experience severe erosion and egg loss and that are not subject to artificial lighting. Nest relocations in association with construction activities shall cease when sand placement activities no longer threaten nests.
  - d. Nests deposited within areas where construction activities have ceased or will not occur for 65 days, and nests laid in the nourished berm prior to tilling, shall be marked and left in place. The turtle permit holder shall install an on-beach marker at the nest site and/or a secondary marker at a point as far landward as possible to assure that future location of the nest will be possible should the on-beach marker be lost. No activity shall occur within this area, nor shall any activities occur that could result in impacts to the nest. Nest sites shall be inspected daily to assure that nest markers remain in place and the nest has not been disturbed by the project activity.
24. **Marine Turtle or Nest Encounters.** Upon locating a dead or injured sea turtle adult, hatchling or egg that may have been harmed or destroyed as a direct or indirect result of the project, the Permittee shall notify FWC Wildlife Alert at 1-888-404-FWCC (3922). Care shall be taken in handling injured marine turtles or eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials in the best possible state for later analysis. In the event a sea turtle nest is excavated during construction activities, but not as part of the authorized nest relocation process

outlined in these Specific Conditions, the permitted person responsible for egg relocation for the project shall be notified immediately so the eggs can be moved to a suitable relocation site.

25. **Project Lighting.** Direct lighting of the beach and nearshore waters during the marine turtle nesting season (April 15 – November 15) shall be limited to the immediate construction area and shall comply with safety requirements. Lighting on offshore or onshore equipment shall be minimized through reduction, shielding, lowering and appropriate placement to avoid excessive illumination of the water's surface and nesting beach, while meeting all Coast Guard, EM 385-1-1 and OSHA requirements. Light intensity of lighting equipment shall be reduced to the minimum standard required by OSHA for General Construction areas, in order to avoid misdirection of sea turtles. Shields shall be affixed to the light housing and be large enough to block light from all lamps from being transmitted outside the construction area (see Figure below).



26. **Fill Restrictions.** During the sea turtle nesting season (April 15 – November 15), the contractor shall not extend the beach fill more than 500 feet along the shoreline between dusk and the following day until the daily nesting survey has been completed and the beach cleared for fill advancement. An exception to this may occur if there is a permitted sea turtle monitor present on-site to ensure no nesting and hatching sea turtles are present within the extended work area. If the 500-foot length limitation is not feasible for the project, an agreed upon distance shall be established during the pre-construction conference. Once the beach has been cleared and the necessary nest relocations have been completed, the contractor shall be allowed to proceed with the placement of fill during daylight hours until dusk, at which time the 500-foot length limitation shall apply.

27. **Compaction Sampling.** Sand compaction shall be monitored in the area of sand placement immediately after completion of each beach placement event, and prior to April 15<sup>th</sup>, for three (3) subsequent years, and shall be monitored in accordance with a protocol agreed to by the FWC and the Permittee. The requirement for compaction monitoring can be eliminated if the decision is made to till regardless of post-construction compaction levels. Out-year compaction monitoring and remediation are not required if placed material no longer remains on the beach. At a minimum, the protocol provided under a. and b. below shall be followed. If the average value for any depth exceeds 500 pounds per square inch (psi) for any two or more adjacent stations, then that area shall be tilled. If values exceeding 500 psi are distributed throughout the project area, but in no case do those values exist at two adjacent stations at the same depth, then the Permittee shall consult with the FWC to determine if tilling is required. If a few values exceeding 500 psi are present randomly within the project area, tilling shall not be required
- a. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area), and one station shall be midway between the dune line and the high water line (normal wrack line).
  - b. At each station, the cone penetrometer shall be pushed to depths of 6, 12 and 18 inches three times (i.e., three replicates at each depth). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each depth at each station. Reports shall include all 18 values for each transect line, and the final 6 averaged compaction values.
  - c. No compaction sampling shall occur within 300 feet of any shorebird nest.
  - d. Any vehicles operated on the beach in association with compaction surveys shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you- conserve/wildlife/beach-driving/>).
28. **Tilling Requirements.** If tilling is required, as specified above, the area shall be tilled to a depth of 24 inches immediately after completion of each beach placement event, and prior to April 15<sup>th</sup>, for three (3) years. All tilling activity shall be completed prior to the marine turtle nesting season. If tilling occurs during shorebird nesting season, shorebird surveys shall be required prior to tilling per the Shorebird Conditions included within this document. It is the responsibility of the contractors (and ultimately the Permittee) to

avoid tilling, scarp removal or dune vegetation planting in areas where nesting birds are present. Each pass of the tilling equipment shall be overlapped to allow thorough and even tilling. If the project is completed during the marine turtle nesting season, tilling shall not be performed in areas where nests have been left in place or relocated. If compaction measurements are taken, a report on the results of the compaction monitoring shall be submitted electronically to FWC at [marineturtle@myfwc.com](mailto:marineturtle@myfwc.com) prior to any tilling actions being taken.

- a. No tilling shall occur within 300 feet of any shorebird nest.
  - b. If flightless shorebird young are present within the work zone or equipment travel corridor, a Bird Monitor shall be present during the operation to ensure that equipment does not operate within 300 feet of the flightless young.
  - c. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling.
  - d. Tilling shall occur landward of the wrack line and all vegetated areas three (3) square feet or greater shall be avoided, and a three (3) foot buffer shall be maintained around the vegetated areas. The slope between the mean high water line and the mean low water line shall be maintained in such a manner as to approximate natural slopes.
  - e. Any vehicles operated on the beach in association with tilling shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-protect/wildlife/beach-driving/>).
29. **Escarpment Surveys.** Visual surveys for escarpments along the project area shall be made immediately after completion of sand placement and during March 15 to April 15 for three (3) subsequent years if placed sand still remains on the beach. Escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of at least 100 feet shall be leveled and the beach profile shall be reconfigured by April 15 to minimize scarp formation. Any escarpment removal shall be reported by location. If the project is completed during the sea turtle nesting and hatching season, escarpments may be required to be leveled immediately, while protecting nests that have been relocated or left in place. The Permittee shall contact FWC immediately if subsequent reformation of escarpments occurs during the nesting and hatching season and the escarpments interfere with sea turtle nesting or exceed 18 inches in height for a distance of 100 feet. The FWC would then determine the appropriate action to be taken. If it is determined that escarpment leveling is required during the nesting or hatching season, the FWC shall provide a brief written authorization that describes methods to be used to reduce the likelihood of impacting existing nests. An annual summary of escarpment surveys and actions taken shall be submitted electronically to [marineturtle@myfwc.com](mailto:marineturtle@myfwc.com) along with

the annual summary as described below. If escarpment removal occurs during shorebird breeding season, shorebirds surveys shall be required per the Shorebird Conditions included within this document prior to removal. **NOTE:** Out-year escarpment monitoring and remediation are not required if placed material no longer remains on the dry beach.

- a. No heavy equipment shall operate within 300 feet of any shorebird nest.
- b. If flightless shorebird young are present within the work zone or equipment travel corridor, a Bird Monitor shall be present during the operation to ensure that equipment does not operate within 300 feet of the flightless young.
- c. Any vehicles operated on the beach in association with escarpment surveys or removal shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-protect/wildlife/beach-driving/>).

**30. Post-construction Conditions, Monitoring and Reporting Conditions.**

- a. Shorebirds: If beach cleaning will occur on the nourished beach, a minimum of 30% of the biotic material within the wrack line shall be left on the beach post-cleaning at the strand line in a natural configuration to ensure that the nourished beach re-establishes its function as foraging habitat for shorebirds. This shall occur for as long as the placed sand remains on the beach.
- b. Marine Turtles: Reports on all marine turtle nesting activity shall be provided for the initial marine turtle nesting season (April 15 – November 15) and for up to two additional nesting seasons as follows:
  - i. For the remainder of the nesting season immediately following construction, and the following year, the number and type of emergences (nests or false crawls) shall be reported per species in accordance with Table 1 below. An additional year of nesting surveys may be required if nesting success for any species on the nourished beach is less than 40%.
  - ii. For the remainder of the nesting season immediately following construction, reproductive success shall be reported per species in accordance with Table 1 below. Reproductive success shall be reported for all loggerhead, Kemp's ridley, green and leatherback nests.
  - iii. In the event that the reproductive success documented by species meets or exceeds required criteria (outlined in Table 1 below) for each species, monitoring

for reproductive success shall be recommended, but not required for the second year post-construction.

- iv. Monitoring of nesting activity in the seasons following construction shall include daily surveys and any additional measures authorized by the FWC. Summaries shall include all crawl activity, nesting success rates, hatching success of all relocated nests, hatching success of a representative sampling of nests left in place (if any) by species, project name and applicable project permit numbers and dates of construction.
- v. Lighting Surveys. Two lighting surveys shall be conducted of all artificial lighting visible from the nourished berm. The first survey shall be conducted between May 1 and May 15 of the first nesting season following construction, or immediately after placement if construction is not completed until after May 15. A second survey shall be conducted between July 15 and August 1. The surveys shall be conducted by the Permittee and shall be conducted to include a landward view from the seaward most extent of the new beach profile. The surveys shall follow standard techniques for such a survey and include number and type of visible lights, location of lights and photo documentation. For each visible light source, the Permittee shall document that the property owner(s) have been notified of the problem light and have been provided, with recommendations for correcting the light. Recommendations must be in accordance with the Florida Model Lighting Ordinance for Marine Turtle Protection (Chapter 62B-55, F.A.C.) and local lighting restrictions. A report summarizing all lights visible shall be submitted to FWC Imperiled Species Management Section at [marineturtle@myfwc.com](mailto:marineturtle@myfwc.com) and copied to [JCPCCompliance@dep.state.fl.us](mailto:JCPCCompliance@dep.state.fl.us) by the 1<sup>st</sup> of the month following each survey. A summary report documenting what corrective actions have been taken shall also be submitted by December 15 of that year. After the annual report is completed, a meeting shall be set up with the Permittee or local sponsor, county or municipality and FWC to discuss the survey report as well as any documented sea turtle disorientations in or adjacent to the project area.
- c. Data shall be reported for the nourished areas in accordance with the Table 1 below and shall include number of nests lost to erosion or washed out. Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets) to the FWC Imperiled Species Management Section at [marineturtle@myfwc.com](mailto:marineturtle@myfwc.com) and copied to [JCPCCompliance@dep.state.fl.us](mailto:JCPCCompliance@dep.state.fl.us). All summaries shall be submitted by January 15 of the following year. The FWC Excel spreadsheet is available upon request from [marineturtle@myfwc.com](mailto:marineturtle@myfwc.com).



**Table 1. Marine Turtle Monitoring for Beach Placement of Material**

Metric	Duration	Variable	Criterion
Nesting Success	Year of construction and one year post construction if placed sand remains on beach. Up to three years if variable does not meet criterion. <sup>1 and 2</sup>	Number of nests and non-nesting emergences by day by species	40% or greater
Hatching Success	Year of construction. Additional one to two years post construction if placed sand remains on beach and variable does not meet criterion. <sup>1 and 2</sup>	Number of hatchlings by species to completely escape egg	Average of 60% or greater (data must include washed out nests)
Emergence Success	Year of construction. Additional one to two years post construction if placed sand remains on beach and variable does not meet success criterion. <sup>1 and 2</sup>	Number of hatchlings by species to emerge from nest onto beach	Average must not be significantly different than the average hatching success
Disorientation	Year of construction and one to three years post construction if placed sand remains on beach. <sup>1 and 2</sup>	Number of nests and individuals that misorient or disorient	
Lighting Surveys	Two surveys the year following construction, one survey between May 1 and May 15 and second survey between July 15 and August 1. <sup>1 and 2</sup>	Number, location and photographs of lights visible from the nourished berm, corrective actions and notifications made	100% reduction in lights visible from nourished berm within one to two month period
Compaction	Up to three years. Not required if the beach is tilled prior to nesting season each year placed sand remains on beach.	Shear resistance	Less than 500 psi
Escarpment Surveys	Weekly during nesting season for up to three years, each year that placed sand remains on the beach. <sup>2</sup>	Number of scarps 18 inches or greater extending for more than 100 feet that persist for more than 2 weeks	Successful remediation of all persistent scarps as needed

Notes: <sup>1</sup>Not required for maintenance dredging.

<sup>2</sup>Not required if dredged sand is placed in the nearshore swash or littoral zones only.

**MONITORING REQUIRED:**

31. Annual post-construction physical monitoring of the inlet dredging and beach placement of the dredged material is not required under this permit. However, in conjunction with General Permit Condition 11, the written statement of completion and certification by a registered professional engineer shall include the total volume of dredged material excavated from the inlet and the as-built location of beach placement of dredged material corresponding to the FDEP reference monuments.
32. **Biological monitoring required.** All biological monitoring shall be conducted in accordance with the approved Biological Monitoring Plan (attached, dated February 2015). Any revisions to the plan will require a written request from the Permittee and written approval from the Department through a permit modification.
  - a. Raw data shall be submitted to the Department within 45 days of each monitoring event.
  - b. Biological monitoring reports shall be provided to the Department no later than 90 days after each monitoring event.
33. Notifications and deliverables pertaining to biological monitoring shall be submitted to the JCP Compliance Officer via email: [JCPCCompliance@dep.state.fl.us](mailto:JCPCCompliance@dep.state.fl.us).
  - a. *Notification of monitoring:* The monitoring team shall notify the Department when biological monitoring surveys are scheduled to begin, when each survey has begun, and when each survey has been completed. Throughout the duration of monitoring, weekly progress reports describing the status of biological monitoring tasks shall be submitted to the Department.
  - b. *Notification of impacts:* If at any time the Permittee, the biological monitoring team, or the contractor performing the construction discovers potential unpermitted project-related impacts, the Department shall be notified immediately (within 24 hours). Impacts to seagrasses and mangroves are not authorized in this permit.
34. **Water Quality Monitoring.** Turbidity shall be monitored as follows:

Units: Nephelometric Turbidity Units (NTUs).

Frequency: Turbidity monitoring shall be conducted three (3) times daily, at least four (4) hours apart, during all dredging and filling operations, **where the highest project-related turbidity levels are crossing the edge of the mixing zone.** Since the turbidity levels can be related to pumping rates for hydraulic

dredging, the dredge pumping rates shall be recorded, and provided to the Department upon request. The compliance samples and the corresponding background samples shall be collected at approximately the same time, i.e., one shall immediately follow the other.

Location: Background: At surface and mid-depth, clearly outside the influence of any artificially generated turbidity plume, and outside the influence of an outgoing inlet plume when measuring background levels for the beach placement sites, coincidental with compliance measurements.

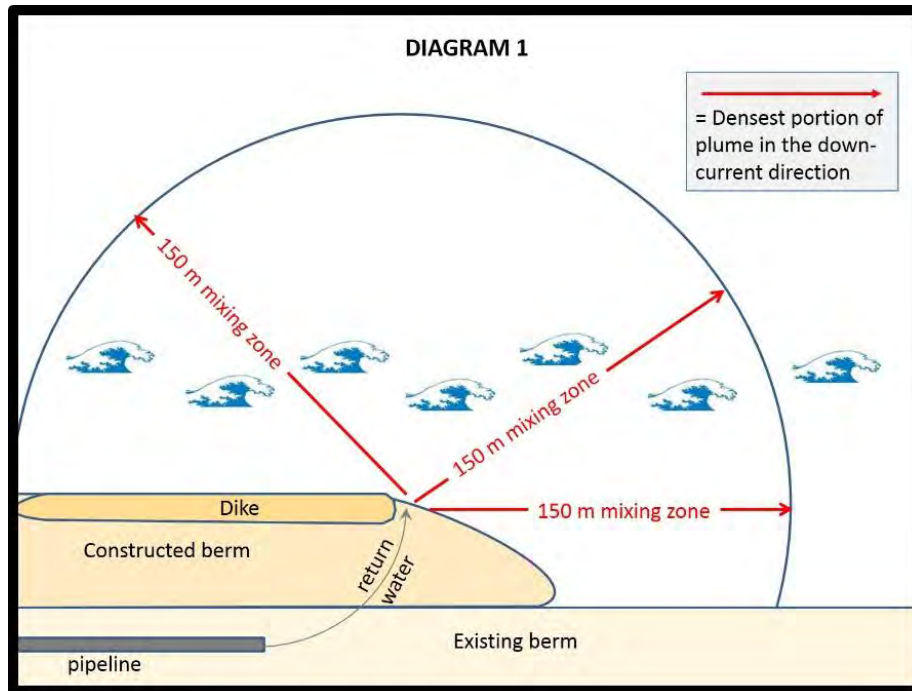
**Dredge Site:** Samples shall be collected at surface and mid-depth, in the opposite direction of the prevailing current flow, clearly outside of any visible turbidity plume generated by the project.

**Beach Sites:** Samples shall be collected at surface and mid-depth, at a point approximately 500 meters upcurrent from any portion of the beach that has been, or is being, filled during the current construction event, at the same distance offshore as the compliance samples.

Compliance: At surface and mid-depth.

**Dredge Site:** Samples shall be collected 150 meters down-current from the dredge head **and** from any other source of turbidity generated by the dredge, in the densest portion of any visible turbidity plume. If no plume is visible, follow the likely direction of flow.

**Beach Site:** Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone, which measures 150 meters in radius from the point where the return water from the dredged discharge reenters the Gulf of Mexico. **Note: If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In that case, it may be necessary to access the sampling location from the shore, in water that is too shallow for a boat, not necessarily 150 meters offshore. See Diagram 1.**



Calibration: The instruments used to measure turbidity shall be fully calibrated with primary standards within one month of the commencement of the project, and at least once a month throughout the project. Calibration with secondary standards shall be verified each morning prior to use, after each time the instrument is turned on, and after field sampling using two secondary turbidity “standards” that bracket the anticipated turbidity samples. If the post-sampling calibration value deviates more than 8% from the previous calibration value, results shall be reported as estimated and a description of the problem shall be included in the field notes.

The monitoring requirements for the type of activity and location of the sampling site shall be reflected on the monitoring report forms.

Analysis of turbidity samples shall be performed in compliance with DEP-SOP-001/01 FT 1600 Field Measurement of Turbidity:  
<http://publicfiles.dep.state.fl.us/dear/sas/sopdoc/2008sops/ft1600.pdf>

If the turbidity monitoring protocol specified above prevents the collection of accurate data, the person in charge of the turbidity monitoring shall contact the JCP Compliance Officer to establish a more appropriate protocol. Once approved in writing by the Department, the new protocol shall be implemented through an administrative permit modification.

35. The compliance locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the compliance sites outside of the OFW that are greater than 29 NTUs above the corresponding background turbidity levels, or 16.5 NTUs above background within the OFW, construction activities shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels.

Any project-associated turbidity source **other than** dredging or fill placement for beach nourishment (e.g., spillage of dredged material or effluent at the “Proposed Access/Staging/Offload Area”, scow or pipeline leakage) shall be monitored as close to the source as possible. If the turbidity level outside of the OFW exceeds 29 NTUs above background, or the turbidity level within the OFW exceeds **16.5 NTUs** above background, then these construction activities related to the exceedance shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. This turbidity monitoring shall continue **every hour** until background turbidity levels are restored or until otherwise directed by the Department. The Permittee shall notify the Department’s JCP Compliance Officer, by separate email to the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee first becomes aware of the discharge. The subject line of the email shall state “OTHER PROJECT-ASSOCIATED DISCHARGE, TURBIDITY EXCEEDANCE”.

When reporting a turbidity exceedance, the following information shall also be included:

- a. The Project Name;
- b. The Permit Number;
- c. Location and level (NTUs above background) of the turbidity exceedance;
- d. The time and date that the exceedance occurred; and
- e. The time and date that construction ceased.

Prior to re-commencing the construction, a report shall be emailed to the Department’s JCP Compliance Officer with the same information that was included in the “Exceedance Report”, plus the following information:

- a. turbidity monitoring data collected during the shutdown documenting the decline in turbidity levels and achievement of acceptable levels;
- b. Corrective measures that were taken; and
- c. Cause of the exceedance.


36. **Turbidity Reports:** All turbidity monitoring data shall be submitted within one week of analysis. The data shall be presented in tabular format, indicating the measured turbidity levels at the compliance sites for each depth, the corresponding background levels at each depth and the number of NTUs over background at each depth. Any exceedances of the turbidity standard (29 NTUs above background outside of the OFW, or **16.5 NTUs** above background within the OFW) shall be highlighted in the table. In addition to the raw and processed data, the reports shall also contain the following information:
- a. Time of day samples were taken;
  - b. Dates of sampling and analysis;
  - c. GPS location of sample;
  - d. Depth of water body;
  - e. Depth of each sample;
  - f. Antecedent weather conditions, including wind direction and velocity;
  - g. Tidal stage and direction of flow;
  - h. Water temperature;
  - i. A map, overlaid on an aerial photograph, indicating the sampling locations, dredging and discharge locations, and direction of flow. A sample map shall reviewed and approved by the Department prior to construction;
  - j. A statement describing the methods used in collection, handling, storage and analysis of the samples;
  - k. A statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter, accuracy of the data and precision of the GPS measurements;
  - l. When samples cannot be collected, an explanation shall be included in the report. If unable to collect samples due to severe weather conditions, include a copy of a current report from a reliable, independent source, such as an online weather service.

Monitoring reports shall be submitted by email to the JCP Compliance Officer. In the subject line of the reports, include the Project Name, Permit Number and the dates of the monitoring interval. Failure to submit reports in a timely manner constitutes grounds for

revocation of the permit. When submitting this information to the JCP Compliance Officer, on the cover page to the submittal and at the top of each page, please state: "This information is provided in partial fulfillment of the monitoring requirements in Permit No. 0323832-001-JC, for the New Pass Navigational Dredging and Beach Disposal Project."

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



Lainie Edwards, Ph.D.  
Program Administrator  
Beaches, Inlets and Ports Program

**FILING AND ACKNOWLEDGMENT**

FILED, on this date, pursuant to Section 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.



Deputy Clerk

09/28/15

Date

Prepared by Chiu Cheng.

Attachments: Approved Permit Drawings (17 pages)  
FWC Regional Biologist Contact Information  
Approved Sediment QA/QC Plan (dated July 22, 2015)  
Approved Biological Monitoring Plan (dated February 2015)

# DEPARTMENT OF THE ARMY PERMIT

**Permittee:** LEE COUNTY NATURAL RESOURCES DIVISION  
C/O STEPHEN BOUTELLE  
1500 MONROE STREET  
FORT MYERS, FLORIDA 33901

**Permit No:** SAJ-2014-00219(SP-BEM)

**Issuing Office: U.S. Army Engineer District, Jacksonville**

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** The applicant seeks a 10 year permit to restore New Pass inlet and nearby waters to previous navigable depths and utilize suitable sand for local beach nourishment. The proposed dredge volume is 73,000 cubic yards and the bottom of the dredge cut is 52.1 acres. The maximum dredge depth is -8.3 ft NAVD for all portions of the project with the exception of the interior central channel leading into Estero bay, which will be dredged to -6.0 ft NAVD. There is no overdredge amount as these depths are specified as the maximum cut elevations.

In accordance with State Rule 62B-41.005(14)-(15), F.A.C., the applicant also proposes to utilize compatible sand for beach renourishment along two areas: (1) Big Hickory Island: placement of fill along approximately 0.47 miles (2488 linear feet.) of shoreline from 455' north of beach monument R-223 to 120' north of R-225 on Little Hickory Island (9.2 acres seaward of MHW) and (2) Lovers Key: placement of fill along approximately 0.38 miles (2022 linear feet.) of shoreline from 170' north of beach monument R-219 to 60 feet north of R-221 (12.4 acres seaward of MHW). The methodology includes use of a hydraulic dredge and pipeline to convey sediment excavated from the navigational channel to the two beach disposal areas. The land-based work for beach-fill grading would be conducted by bulldozers, excavators, front-end loaders, and off-road vehicles. Sediment from a portion of northern interior channel is not expected to be beach compatible. Non-compatible material will be mechanically excavated, offloaded, and transported overland to a contained upland spoil site (FGCU and/or Lee/Hendry Landfill). Water depths are insufficient for hopper dredge use. The estimated number of days of in-water work is 90 days. The total construction time



PERMIT NUMBER: SAJ-2014-00219(SP-BEM)  
PERMITTEE: Lee County Natural Resources Division  
PAGE 2 of 11

including mobilization/demobilization, beach fill placement and grading, and project clean-up is 150 days. The work is proposed to be conducted 24 hours per day, seven days per week. The work described above is to be completed in accordance with the 17 pages of drawings (Attachment A) and 5 additional attachments affixed at the end of this permit instrument.

**Project Location:** The project would affect waters of the United States associated with the New Pass inlet which connects the Gulf of Mexico with Estero Bay. The project site is located in New Pass (in-water work), Lovers Key beach (170' north of R-219 to 60' north of R-221), and Big Hickory Beach (455' north of R-223 to 120' north of R-225). Possible upland disposal locations include FGCU or Lee/Hendry Landfill.

**Directions to site:** New Pass inlet is situated between Lovers Key to the north and Big Hickory Island to the south. Big Hickory Island is only accessible by boat. Directions to Lovers Key: From I-75 exit onto Bonita Beach Road and head west until the road becomes Hickory Boulevard. Continue on Hickory Boulevard north for approximately 2 miles. Hickory Boulevard turns into Estero Boulevard. Continue north on Estero Boulevard for approximately 2.5 miles and the vehicle entrance to Lovers Key State Park is on the left side. New Pass is located at the southern terminus of Lovers Key.

**Approximate Central Coordinates:** Latitude: 26.379394 North  
Longitude: 81.865996 West

### **Permit Conditions**

#### **General Conditions:**

1. The time limit for completing the work authorized ends on **November 30, 2026**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

1) **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:

a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Special Projects and Enforcement Branch, 1520 Royal Palm Square Boulevard, Suite 310, Fort Myers 33919.

b. For electronic mail CESAJ-ComplyDocs@usace.army.mil (not to exceed 10 MB).

\*The Permittee shall reference this permit number, SAJ-2014-00219(SP-BEM), on all submittals.

2) **Pre-Construction Meeting:** The Permittee will schedule a pre-construction meeting with the Enforcement Section representative prior to the start of work to review the limitations and special conditions of the permit. During this meeting participants will be required to sign a form acknowledging knowledge and comprehension of what has been authorized and associated requirements. The

Permittee should not start work prior to the pre-construction meeting without written approval by the Corps.

- 3) Commencement Notification: Within 10 days from the date of initiating the work authorized by this permit, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.
- 4) As-Built Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification by Professional Engineer" form (Attachment C) to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer and include the following:
  - a. A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with transparent overlay of the work as constructed in the same scale as the permit drawings on 8½-inch by 11-inch sheets. The plan view drawing should show all "earth disturbance," including wetland impacts and water management structures.
  - b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached "As-Built Certification By Professional Engineer" form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or "As-Built Certification By Professional Engineer" form does not constitute approval of any deviations by the Corps.
  - c. Include the Department of the Army permit number on all sheets submitted.
- 5) Agency Changes/Approvals: Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Fort Myers Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.
- 6) Revised Statewide Programmatic Biological Opinion (SPBO): The Permittee provided information to the U. S. Fish and Wildlife Service (Service) during

consultation for nesting sea turtles and critical habitat for the loggerhead sea turtle. The Permittee has reviewed the Terms and Conditions to implement the Reasonable and Prudent Measures (RPMs) associated with incidental take for these species as detailed in the revised SPBO dated March 13, 2015, and agreed to follow the measures included to minimize impacts to nesting sea turtles and loggerhead sea turtle critical habitat. The Service provided concurrence that the dredging activities and sand placement activities are consistent with the 2015 SPBO provided the Permittee follows the Terms and Conditions to implement the RPMs associated with incidental take. All monitoring and reporting requirements must be submitted as outlined in the 2015 SPBO.

- 7) Gulf Regional Biological Opinion: The 1997 Gulf Regional Biological Opinion (GRBO) for swimming sea turtles, whales, and sturgeon can be found at the following web address: <http://el.erdc.usace.army.mil/seaturtles/refs-bo.cfm>. The GRBO contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with “incidental take” that is specified in the GRBO. Your authorization is conditional upon your compliance with all of the mandatory terms and conditions associated with the incidental take of the GRBO, which terms and conditions are incorporated by reference in the permit. Failure to comply with the terms and conditions associated with the incidental take of the GRBO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps permit. However, depending on the affected species NMFS is the appropriate authority to determine compliance with the terms and conditions of its GRBO and with the Endangered Species Act (ESA). For further clarification on this point, you should contact NMFS. Should NMFS determine the conditions of the GRBO have been violated, normally they will enforce the violation of the ESA, or refer the matter to the Department of Justice.
  
- 8) Piping Plover Programmatic Biological Opinion (P<sup>3</sup>BO): The permittee provide provided information to the Service during consultation for the piping plover. The Permittee has reviewed the Reasonable and Prudent Measures, Terms and Conditions of the, and agreed to follow the measures included to minimize impacts to piping plovers. The FWS provided concurrence that the maintenance dredging activities and sand placement activities are consistent with the P<sup>3</sup>BO provided the Permittee complies with the mandatory Terms and Conditions to implement the RPMs associated with incidental take for the piping plover. All monitoring and reporting requirements must be submitted as outlined in the P<sup>3</sup>BO.

- 9) Biological Opinion: This permit does not authorize the Permittee to take an endangered species, in particular the red knot. In order to legally take a listed species, the Permittee must have separate authorization under the Endangered Species Act (ESA) (e.g., an ESA Section 10 permit, or a BO under ESA Section 7, with “incidental take” provisions with which you must comply). The enclosed FWS Biological Opinion (BO; Attachment D) contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with “incidental take” that is also specified in the BO. Authorization under this permit is conditional upon compliance with all of the mandatory terms and conditions associated with incidental take of the enclosed BO, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the BO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute noncompliance with this permit. The FWS is the appropriate authority to determine compliance with the terms and conditions of its BO, and with the ESA.
- 10) Manatee Conditions: The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” (Attachment E) and the minimization measures outlined for manatees in the 2015 SPBO to avoid potential effects to manatees. In addition, the applicant as agreed to implement the following protection measures:
- a. Observers shall be dedicated for manatee observation;
  - b. Night-time clamshell dredging is prohibited;
  - c. If conditions (e.g., weather, heavy currents) are such that manatees cannot be observed within 50-100 feet, in-water activity shall not be conducted;
  - d. Movement of work boats and barges shall be minimized at night
- 11) Panther Conditions: All traffic (loaded or unloaded) inside or immediately adjacent to the Florida panther primary zone must be restricted to daylight hours to reduce the potential for panther collisions.
- 12) Sea Turtles and Smalltooth Sawfish Conditions: The Permittee shall comply with National Marine Fisheries Service’s (NMFS) “Sea Turtle and Smalltooth Sawfish Construction Conditions” (Attachment F).
- 13) Seagrass Avoidance: There shall be no impacts to the existing seagrass beds located adjacent to the dredge area as a result of this project. No seagrass impacts shall occur as a result of construction operations, such as, but not limited to, propeller scouring; and vessel or barge anchoring, grounding or spudding. In

the event post-project monitoring activities indicate unanticipated impacts have occurred on seagrass habitats in the project area, the applicant must develop seagrass mitigation and monitoring plans and provide them to the Corps for review within 30 days. The seagrass mitigation plan should provide a minimum ratio of 2:1 (restored:impacted) seagrass restoration activities in the Estero Bay, and a contingency plan should be developed in the event anticipated seagrass mitigation measures are not successful within the monitoring time frame (presumed five-year).

- 14) Historic and Cultural Resources: A high visibility buffer, such as silt fencing, must be placed around the recorded site LL2017 to avoid accidental impacts by equipment.

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344)

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

PERMIT NUMBER: SAJ-2014-00219(SP-BEM)  
PERMITTEE: Lee County Natural Resources Division  
PAGE 9 of 11

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



DN: cn=Stephen J. Boutelle, o=Lee County,  
ou=Natural Resources,  
email=sboutelle@leegov.com, c=US  
Date: 2016.11.30 14:19:05 -05'00'

\_\_\_\_\_  
(PERMITTEE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



for (DISTRICT ENGINEER)  
Jason A. Kirk,  
Colonel, U.S. Army  
District Commander

30 November 2016  
(DATE)



PERMIT NUMBER: SAJ-2014-00219(SP-BEM)  
PERMITTEE: Lee County Natural Resources Division  
PAGE 10 of 11

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2014-00219(SP-BEM)  
PERMITTEE: Lee County Natural Resources Division  
PAGE 11 of 11

***Attachments to Department of the Army  
Permit Number SAJ-2014-00219(SP-BEM)***

- A. PERMIT DRAWINGS: 17 pages, signed and sealed October 29, 2015.
- B. WATER QUALITY CERTIFICATION AND MODIFICATION: Specific Conditions of the water quality permit/certification/modification in accordance with General Condition number 5 on page 3 of this DA permit. Initial authorization: 27 pages dated September 28, 2015, modification: 2 pages from the August 11, 2016, modification.
- C. AS-BUILT CERTIFICATION FORM: 2 pages
- D. USFWS BIOLOGICAL OPINION: 17 pages, dated November 7, 2016.
- E. MANATEE CONDITIONS: 2 pages, Standard Manatee Conditions for In-Water Work – 2011.
- F. F. SEA TURTLE – SAWFISH CONDITIONS: 1 page, revised March 23, 2006.

## ATTACHMENT A

# NEW PASS MAINTENANCE DREDGING PERMIT PLANS

PREPARED FOR:  
**LEE COUNTY**

## INDEX:

1. COVER SHEET
2. PROJECT LOCATION MAP
3. NEW PASS PLAN VIEW - WEST
4. NEW PASS PLAN VIEW - EAST
5. NEW PASS CROSS SECTIONS
6. NEW PASS CROSS SECTIONS
7. NEW PASS CROSS SECTIONS
8. NEW PASS CROSS SECTIONS
9. LOVERS KEY DISPOSAL SITE PLAN
10. LOVERS KEY DISPOSAL SITE TYPICAL CROSS SECTION
11. BIG HICKORY ISLAND DISPOSAL SITE PLAN
12. BIG HICKORY ISLAND DISPOSAL SITE TYPICAL CROSS SECTION
13. VIBRACORE PLAN VIEW
14. PIPELINE CORRIDOR
15. UPLAND DISPOSAL SITE PLAN VIEW
16. TYPICAL DISPOSAL SITE SECTION
17. DISPOSAL SITE TRUCK ROUTE

## LEGEND:

- 0+00 = CHANNEL STATION
- = BENCHMARK
- R-222 = REFERENCE MONUMENT
- G R = EXISTING CHANNEL MARKER LOCATION
- G R = PROPOSED CHANNEL MARKER LOCATION
- G R = EXISTING BUOY LOCATION
- = DENOTES CHANNEL MARKER TO BE MOVED
- = DENOTES APPROX. LIMIT OF SEAGRASSES PER LEE COUNTY SURVEY, SEPTEMBER 2014.
- = 2015 CORE LOCATION
- = 2012 CORE LOCATION
- = 2015 GRAB SAMPLE LOCATION
- = DREDGE EXTENT BASED ON APRIL 2014 SURVEY
- = DREDGE EXTENT FOR UPLAND DISPOSAL
- = MANGROVES



**LOCATION MAP**  
N.T.S.

## NOTES:

1. BATHYMETRIC SURVEY COMPLETED BY COASTAL ENGINEERING CONSULTANTS, INC., ON APRIL 17, 2014.
2. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD 1988), U.S. COAST & GEODETIC SURVEY BENCH MARK E 248, PID# AG1335 (+22.08 FT).
3. HYDROGRAPHIC SURVEY ACCURACIES AND PROCEDURES ARE IN ACCORDANCE WITH GENERAL SURVEY STANDARDS, AS DEFINED BY THE U.S. ARMY CORPS OF ENGINEERS, HYDROGRAPHIC SURVEY MANUAL.
4. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATE SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.
5. AERIAL PHOTOGRAPHY OBTAINED FROM FLORIDA DEPARTMENT OF TRANSPORTATION, DATED 2014.
6. POSITIONING DATA WAS COLLECTED USING RTK GPS.
7. MHW: 0.3 FT (NAVD88)  
MLW: -1.61 FT (NAVD88)  
TIDAL EPOCH: 1983 - 2001  
OBTAINED FROM LABINS POINT 100234, FDEP MEAN HIGH WATER PROCEDURE APPROVAL INQUIRY.

FOR PERMITTING  
PURPOSES ONLY.  
NOT TO BE USED FOR  
CONSTRUCTION.

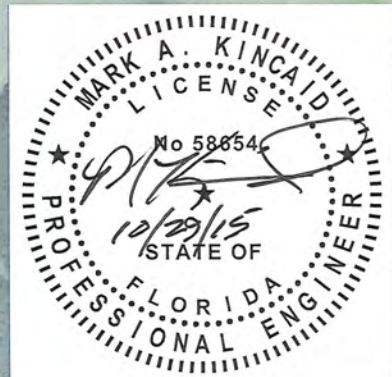
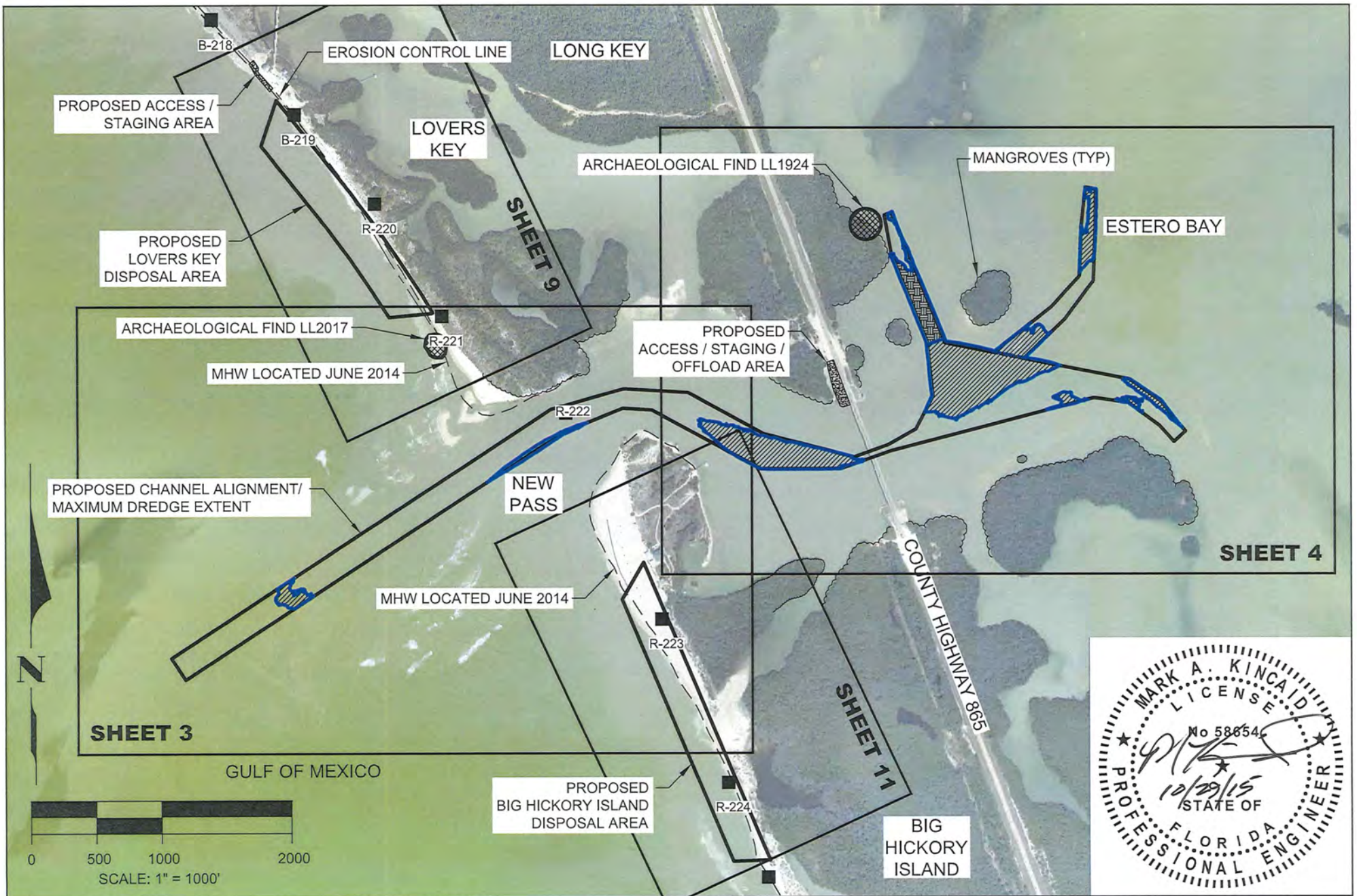


**COASTAL ENGINEERING CONSULTANTS INC.**  
A CECI GROUP COMPANY  
Serving Florida Since 1977  
3106 SOUTH HORSESHOE DRIVE  
NAPLES, FLORIDA 34104

CIVIL ENGINEERING SURVEY & MAPPING  
COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES  
PHONE: (239)643-2324  
FAX: (239)643-1143  
www.coastalengineering.com  
E-Mail: info@cecifl.com

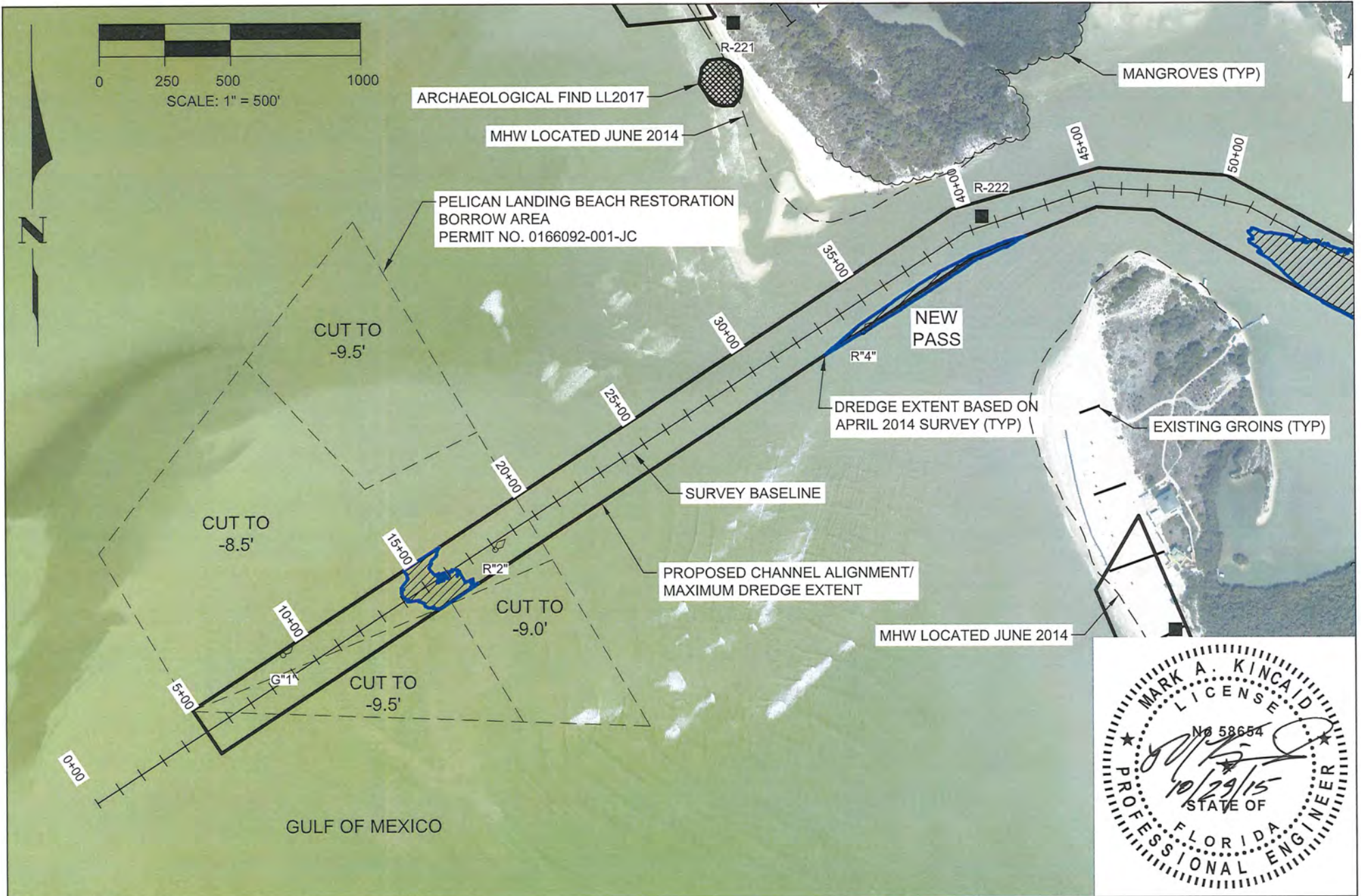
CLIENT:	LEE COUNTY
TITLE:	NEW PASS MAINTENANCE DREDGING COVER SHEET

DATE:	12/10/13	SCALE:	AS NOTED
DRAWN:	SDB	F.B.	
CHECKED:	MTP	PG.	
SEC.	TWP.	RNG.	
ACAD NO.	10029 NEW PASS 2014-P.dwg		
REF. NO.	10.029		
NO.	DATE	BY	REVISION DESCRIPTION
7	10/29/15	MTP	PIPELINE CORRIDOR ALIGNMENTS
6	8/11/15	MTP	DISPOSAL SITE OPTION
5	5/1/15	MTP	INTERIOR DREDGE CUT DEPTH
4	1/29/15	MAK	DEP RAI 2
3	12/3/14	MAK	BEACH FILL LIMIT ADJUSTMENTS



SHEET 2 FILE NO.: 10029-NP-P-2	<b>COASTAL ENGINEERING CONSULTANTS INC.</b> A CECI GROUP COMPANY Serving Florida Since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104	CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecifl.com	CLIENT:	LEE COUNTY	DATE:	12/10/13	SCALE:	AS NOTED	7	10/29/15	MTP	PIPELINE CORRIDOR ALIGNMENTS
			TITLE:	NEW PASS MAINTENANCE DREDGING PROJECT LOCATION MAP	DRAWN:	SDB	F.B.	6	6/11/15	MTP	DISPOSAL SITE OPTION	
					CHECKED:	MTP	PG.	5	5/1/15	MTP	INTERIOR DREDGE CUT DEPTH	
					SEC.	TWP.	RNG.	4	1/29/15	MAK	DEP RAI 2	
					ACAD NO.	10029 NEW PASS 2014-P.dwg		3	12/3/14	MAK	BEACH FILL LIMIT ADJUSTMENTS	
		REF. NO.	10.029		NO.	DATE	BY	REVISION DESCRIPTION				

Exhibit 2



SHEET 3  
FILE NO.: 10029-NP-A-3

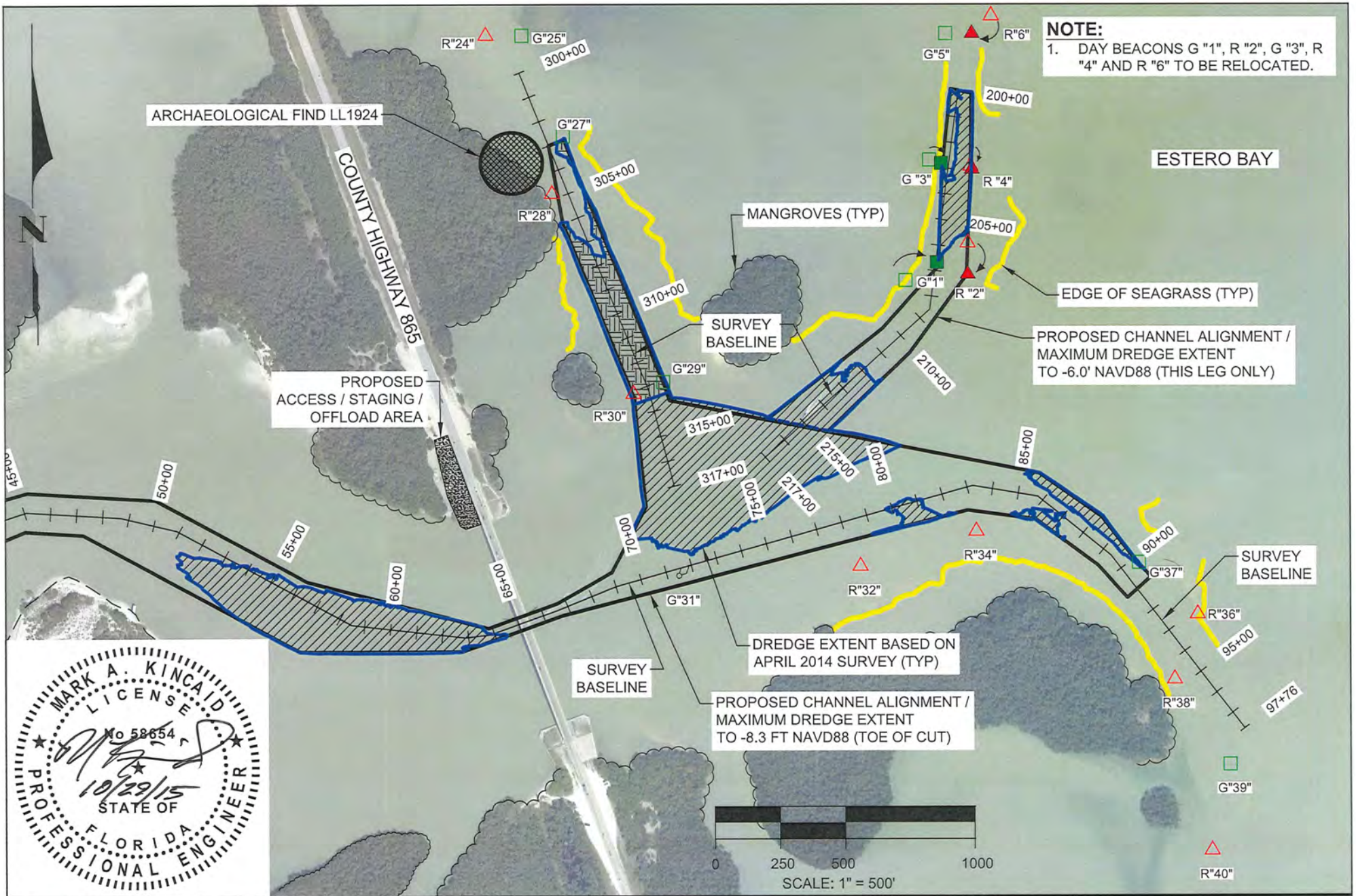
**COASTAL ENGINEERING CONSULTANTS INC.**  
 A CECI GROUP COMPANY  
 Serving Florida Since 1977  
 3106 SOUTH HORSESHOE DRIVE  
 NAPLES, FLORIDA 34104  
 PHONE: (239)643-2324  
 FAX: (239)643-1143  
 www.coastalengineering.com  
 E-Mail: info@cecill.com

CLIENT: **LEE COUNTY**  
 TITLE: **NEW PASS MAINTENANCE DREDGING  
 NEW PASS PLAN VIEW - WEST**

DATE: 12/10/13 SCALE: AS NOTED  
 DRAWN: SDB F.B.  
 CHECKED: MTP PG.  
 SEC. TWP. RNG.  
 ACAD NO. 10029 NEW PASS 2014-P.dwg  
 REF. NO. 10.029

NO.	DATE	BY	REVISION DESCRIPTION
7	10/29/15	MTP	PIPELINE CORRIDOR ALIGNMENTS
6	6/11/15	MTP	DISPOSAL SITE OPTION
5	5/1/15	MTP	INTERIOR DREDGE CUT DEPTH
4	1/29/15	MAK	DEP RAI 2
3	12/3/14	MAK	BEACH FILL LIMIT ADJUSTMENTS

Exhibit 2



**NOTE:**  
 1. DAY BEACONS G "1", R "2", G "3", R "4" AND R "6" TO BE RELOCATED.



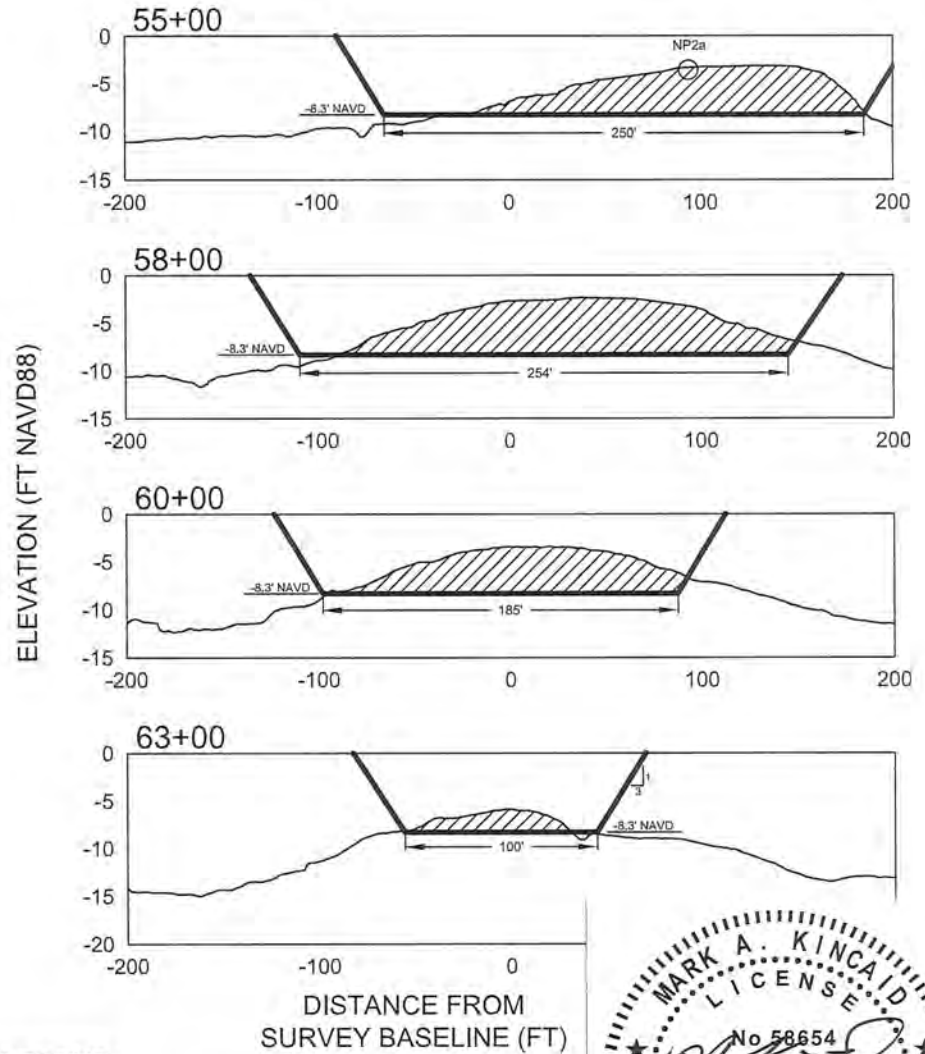
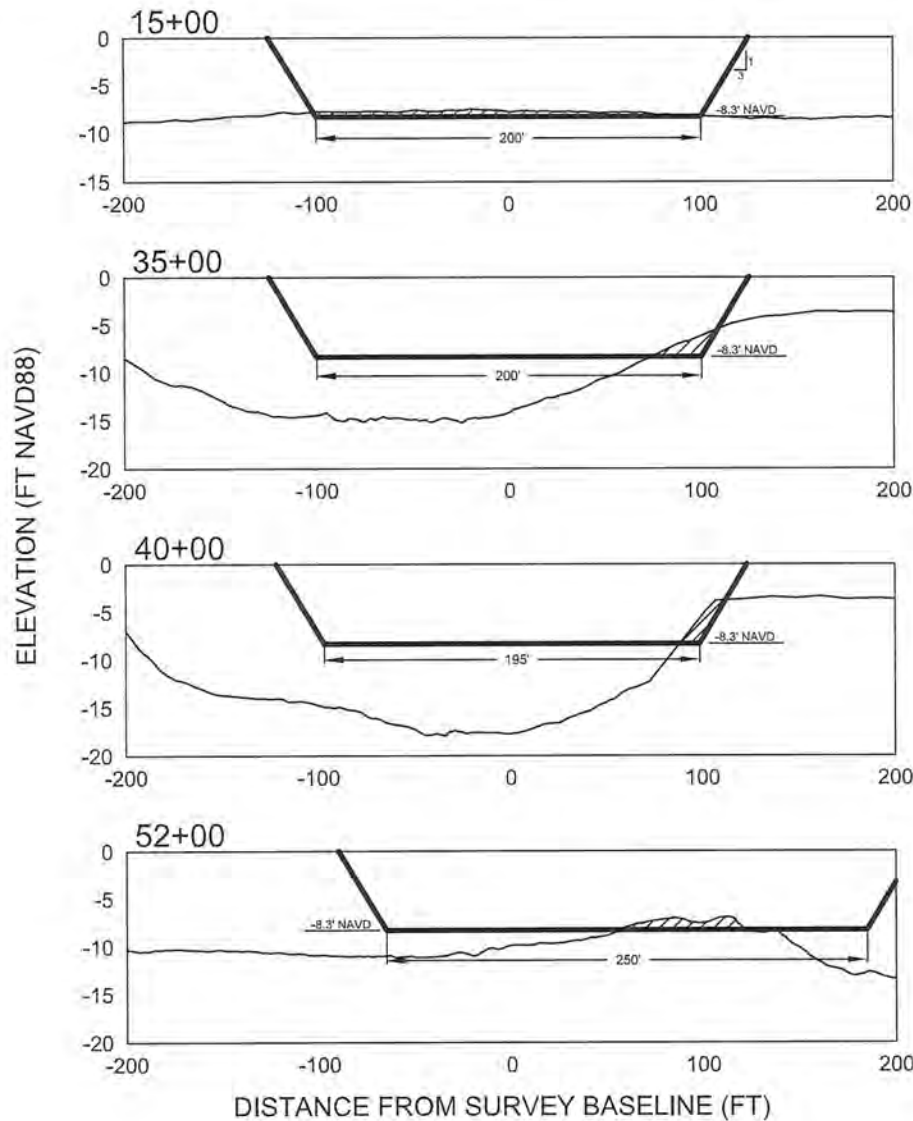
**COASTAL ENGINEERING CONSULTANTS INC.**  
 A CECI GROUP COMPANY  
 Serving Florida Since 1977  
 3106 SOUTH HORSESHOE DRIVE  
 NAPLES, FLORIDA 34104  
 PHONE: (239)643-2324  
 FAX: (239)643-1143  
 www.coastalengineering.com  
 E-Mail: info@cecifl.com

CLIENT: **LEE COUNTY**  
 TITLE: **NEW PASS MAINTENANCE DREDGING  
 NEW PASS PLAN VIEW - EAST**

DATE: 12/10/13  
 DRAWN: SDB  
 CHECKED: MTP  
 SEC. TWP. RNG.  
 ACAD NO. 10029 NEW PASS 2014-P.dwg  
 REF. NO. 10.029

NO.	DATE	BY	REVISION DESCRIPTION
7	10/29/15	MTP	PIPELINE CORRIDOR ALIGNMENTS
6	6/11/15	MTP	DISPOSAL SITE OPTION
5	5/1/15	MTP	INTERIOR DREDGE CUT DEPTH
4	1/29/15	MAK	DEP RAI 2
3	12/3/14	MAK	BEACH FILL LIMIT ADJUSTMENTS

Exhibit 2



- LEGEND**
- = APRIL 2014 SURVEY
  - = DREDGE AREA BASED ON APRIL 2014 SURVEY
  - 0+00 = CHANNEL STATION
  - NP = 2012 CORE LOCATION
  - NP = 2015 CORE LOCATION



**SCALE**  
 H: 1" = 100'  
 V: 1" = 20'

SHEET 9  
FILE NO.: 10029-NP-P.5

**COASTAL ENGINEERING CONSULTANTS INC.**  
 A CECI GROUP COMPANY  
 Serving Florida Since 1977  
 3106 SOUTH HORSESHOE DRIVE  
 NAPLES, FLORIDA 34104

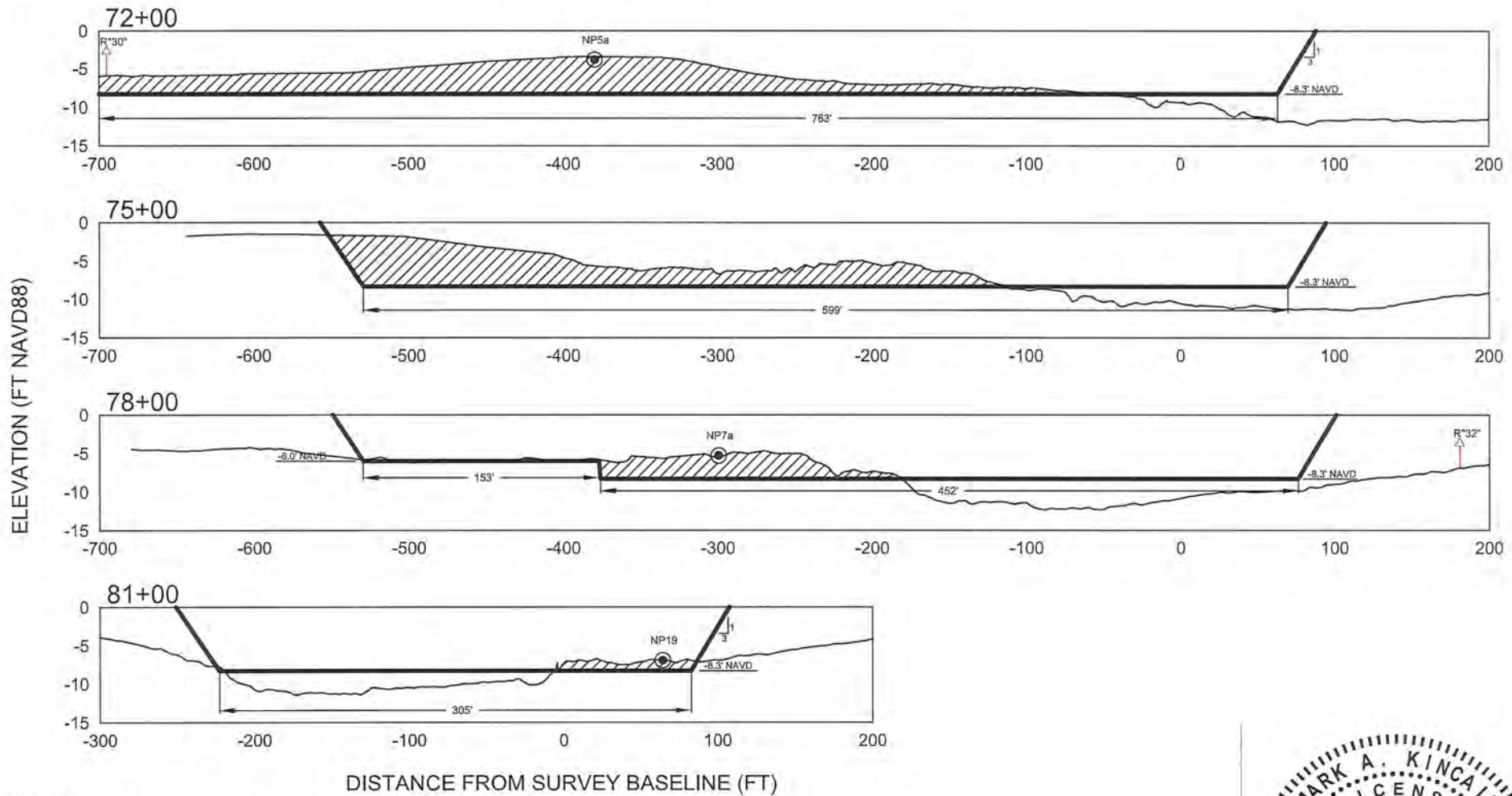
CIVIL ENGINEERING  
 SURVEY & MAPPING  
 COASTAL ENGINEERING  
 ENVIRONMENTAL  
 PLANNING SERVICES  
 PHONE: (239)643-2324  
 FAX: (239)643-1143  
 www.coastalengineering.com  
 E-Mail: info@cecifl.com

CLIENT: **LEE COUNTY**  
 TITLE: **NEW PASS MAINTENANCE DREDGING  
 NEW PASS CROSS SECTIONS**

DATE:	12/10/13	SCALE:	AS NOTED
DRAWN:	SDB	F.B.	
CHECKED:	MTP	PG.	
SEC.	TWP.	RNG.	
ACAD NO.	10029 NEW PASS 2014-P.dwg		
REF. NO.	10.029		

NO.	DATE	BY	REVISION DESCRIPTION
7	10/29/15	MTP	PIPELINE CORRIDOR ALIGNMENTS
6	6/11/15	MTP	DISPOSAL SITE OPTION
5	5/1/15	MTP	INTERIOR DREDGE CUT DEPTH
4	1/29/15	MAK	DEP RAI 2
3	12/3/14	MAK	BEACH FILL LIMIT ADJUSTMENTS



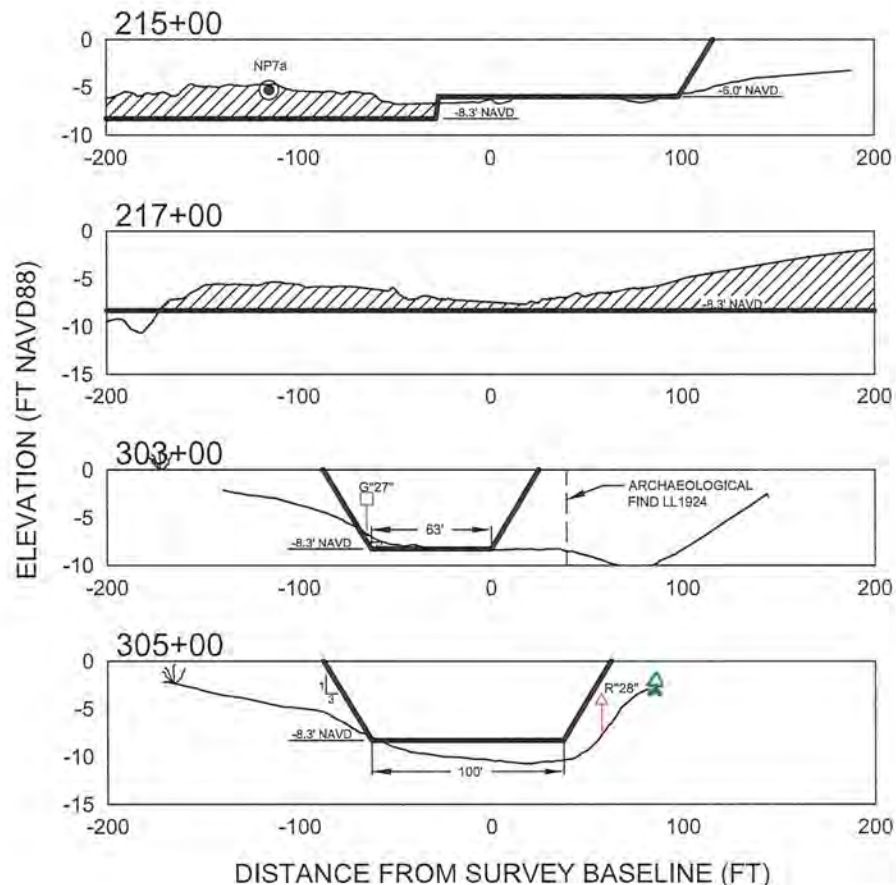
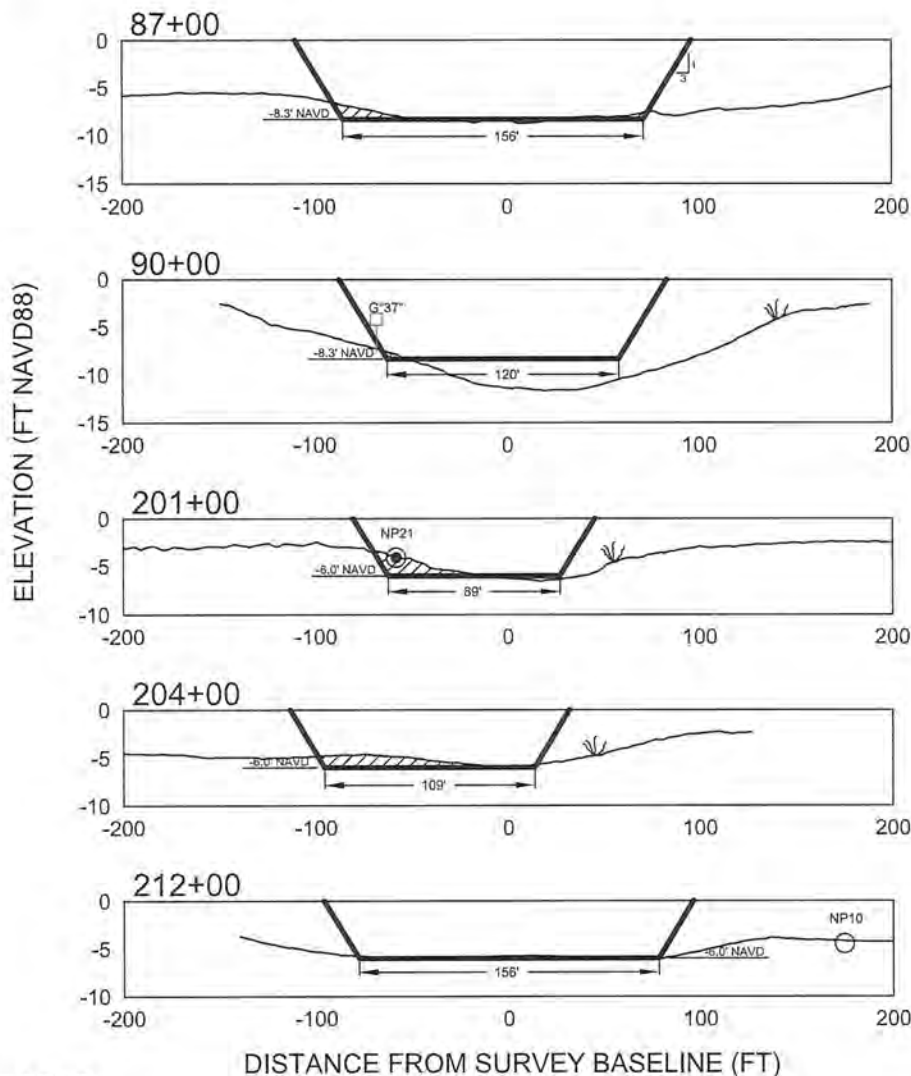


- LEGEND**
- = APRIL 2014 SURVEY
  - = DREDGE AREA BASED ON APRIL 2014 SURVEY
  - 0+00 = CHANNEL STATION
  - = EXISTING CHANNEL MARKER LOCATION
  - NP = 2012 CORE LOCATION
  - NP = 2015 CORE LOCATION

**SCALE**  
H: 1" = 100'  
V: 1" = 20'



<b>COASTAL ENGINEERING CONSULTANTS INC.</b> A CECI GROUP COMPANY Serving Florida Since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104	CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecifl.com	CLIENT: <b>LEE COUNTY</b>	DATE: 12/10/13	SCALE: AS NOTED	7   10/29/15   MTP   PIPELINE CORRIDOR ALIGNMENTS
		TITLE: <b>NEW PASS MAINTENANCE DREDGING  NEW PASS CROSS SECTIONS</b>	DRAWN: SDB F.B.	CHECKED: MTP PG.	6   8/11/15   MTP   DISPOSAL SITE OPTION
			SEC.   TWP.   RNG.	5   5/1/15   MTP   INTERIOR DREDGE CUT DEPTH	
			ACAD NO. 10029 NEW PASS 2014-P.dwg	4   1/29/15   MAK   DEP RAI 2	
			REF. NO. 10.029	3   12/3/14   MAK   BEACH FILL LIMIT ADJUSTMENTS	
					NO.   DATE   BY   REVISION DESCRIPTION

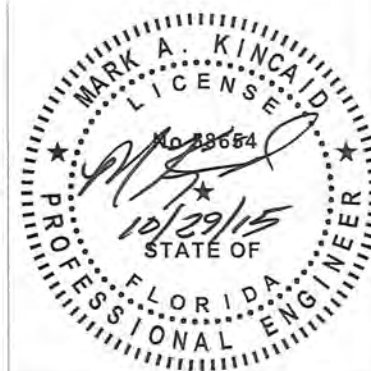


**LEGEND**

- = APRIL 2014 SURVEY
- = DREDGE AREA BASED ON APRIL 2014 SURVEY
- = DREDGE AREA FOR UPLAND DISPOSAL

- 0+00 = CHANNEL STATION
- = EXISTING CHANNEL MARKER LOCATION
- = EDGE OF SEAGRASS
- = 2012 CORE LOCATION
- = 2015 CORE LOCATION
- = EDGE OF MANGROVES

**SCALE**  
 H: 1" = 100'  
 V: 1" = 20'



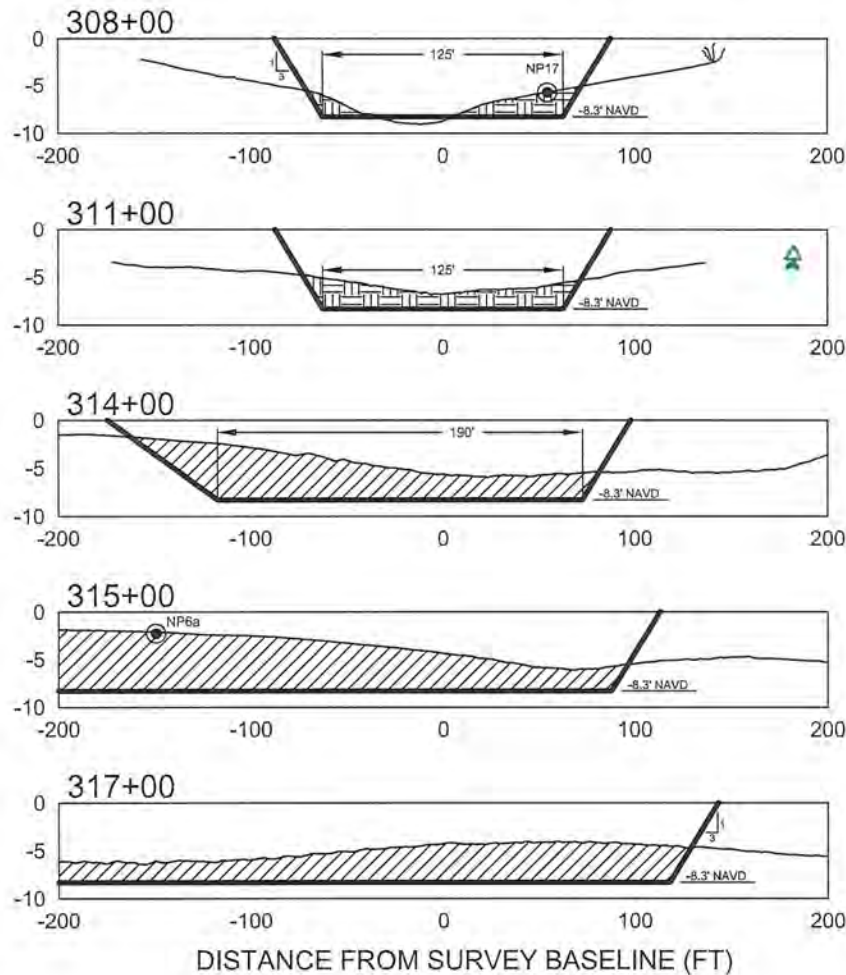
**COASTAL ENGINEERING CONSULTANTS INC.**  
 A CECI GROUP COMPANY  
 Serving Florida Since 1977  
 3106 SOUTH HORSESHOE DRIVE  
 NAPLES, FLORIDA 34104  
 PHONE: (239)643-2324  
 FAX: (239)643-1143  
 www.coastalengineering.com  
 E-Mail: info@cecifl.com

CLIENT: **LEE COUNTY**  
 TITLE: **NEW PASS MAINTENANCE DREDGING  
 NEW PASS CROSS SECTIONS**

DATE:	12/10/13	SCALE:	AS NOTED
DRAWN:	SDB	F.B.	
CHECKED:	MTP	PG.	
SEC.	TWP.	RNG.	
ACAD NO.	10029 NEW PASS 2014-P.dwg		
REF. NO.	10.029		

NO.	DATE	BY	REVISION DESCRIPTION
7	10/29/15	MTP	PIPELINE CORRIDOR ALIGNMENTS
6	6/11/15	MTP	DISPOSAL SITE OPTION
5	5/1/15	MTP	INTERIOR DREDGE CUT DEPTH
4	1/29/15	MAK	DEP RAI 2
3	12/3/14	MAK	BEACH FILL LIMIT ADJUSTMENTS

ELEVATION (FT NAVD88)



**LEGEND**

- = APRIL 2014 SURVEY
- = DREDGE AREA BASED ON APRIL 2014 SURVEY
- = DREDGE AREA FOR UPLAND DISPOSAL

- 0+00 = CHANNEL STATION
- = EDGE OF SEAGRASS
- NP = 2012 CORE LOCATION
- NP = 2015 CORE LOCATION
- = EDGE OF MANGROVES

SCALE  
H: 1" = 100'  
V: 1" = 20'



SHEET 8  
FILE NO.: 10029-NP-P3

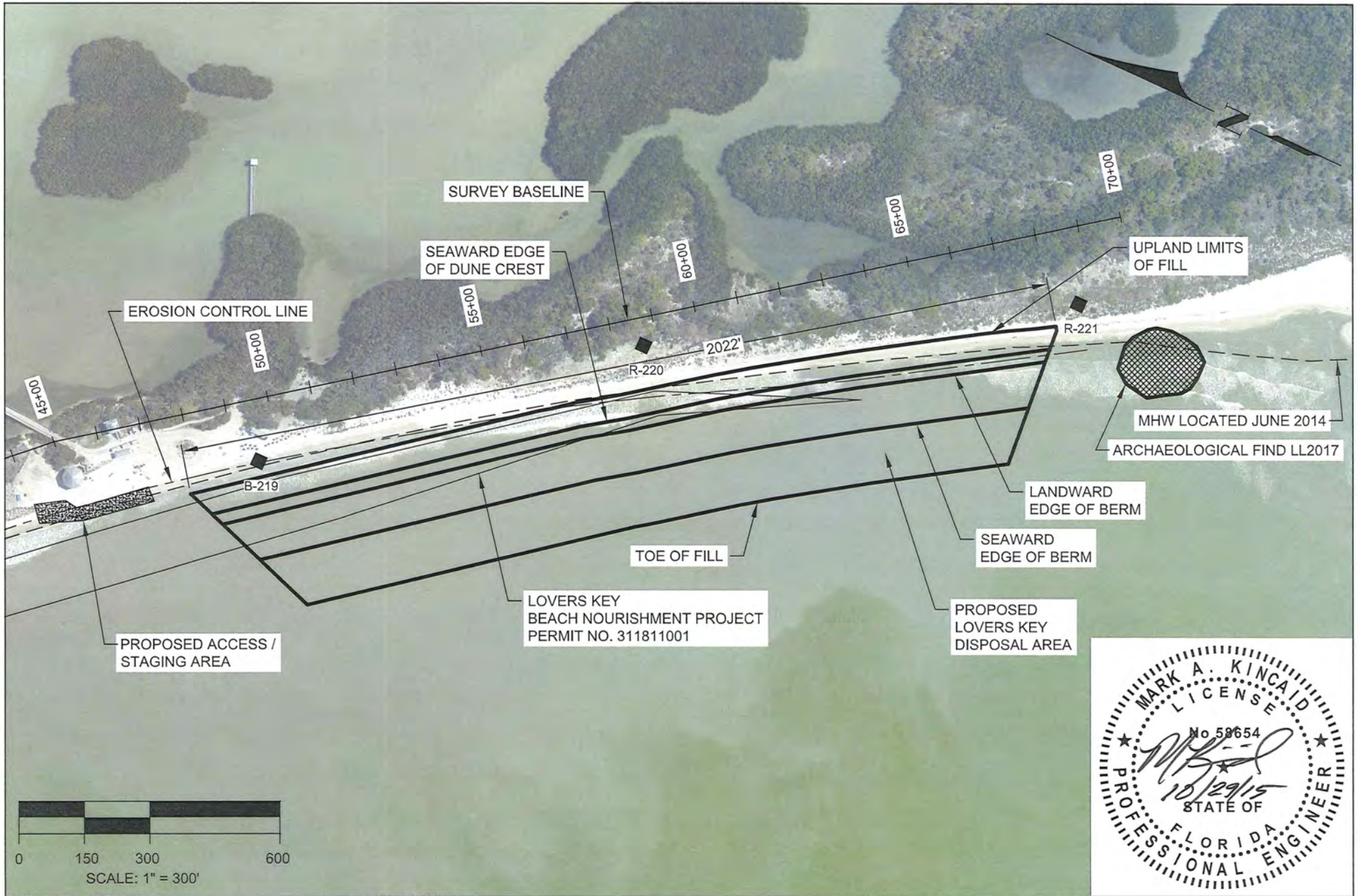
**COASTAL ENGINEERING CONSULTANTS INC.**  
A CECI GROUP COMPANY  
Serving Florida Since 1977  
3106 SOUTH HORSESHOE DRIVE  
NAPLES, FLORIDA 34104

CIVIL ENGINEERING  
SURVEY & MAPPING  
COASTAL ENGINEERING  
ENVIRONMENTAL  
PLANNING SERVICES  
PHONE: (239)643-2324  
FAX: (239)643-1143  
www.coastalengineering.com  
E-Mail: info@cecif.com

CLIENT: **LEE COUNTY**  
TITLE: **NEW PASS MAINTENANCE DREDGING  
NEW PASS CROSS SECTIONS**

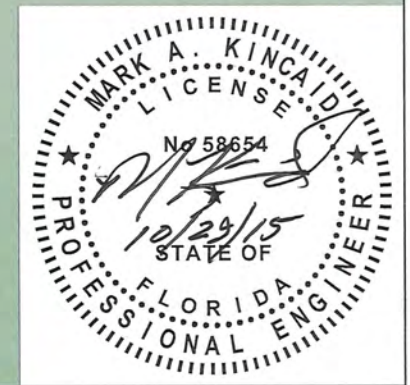
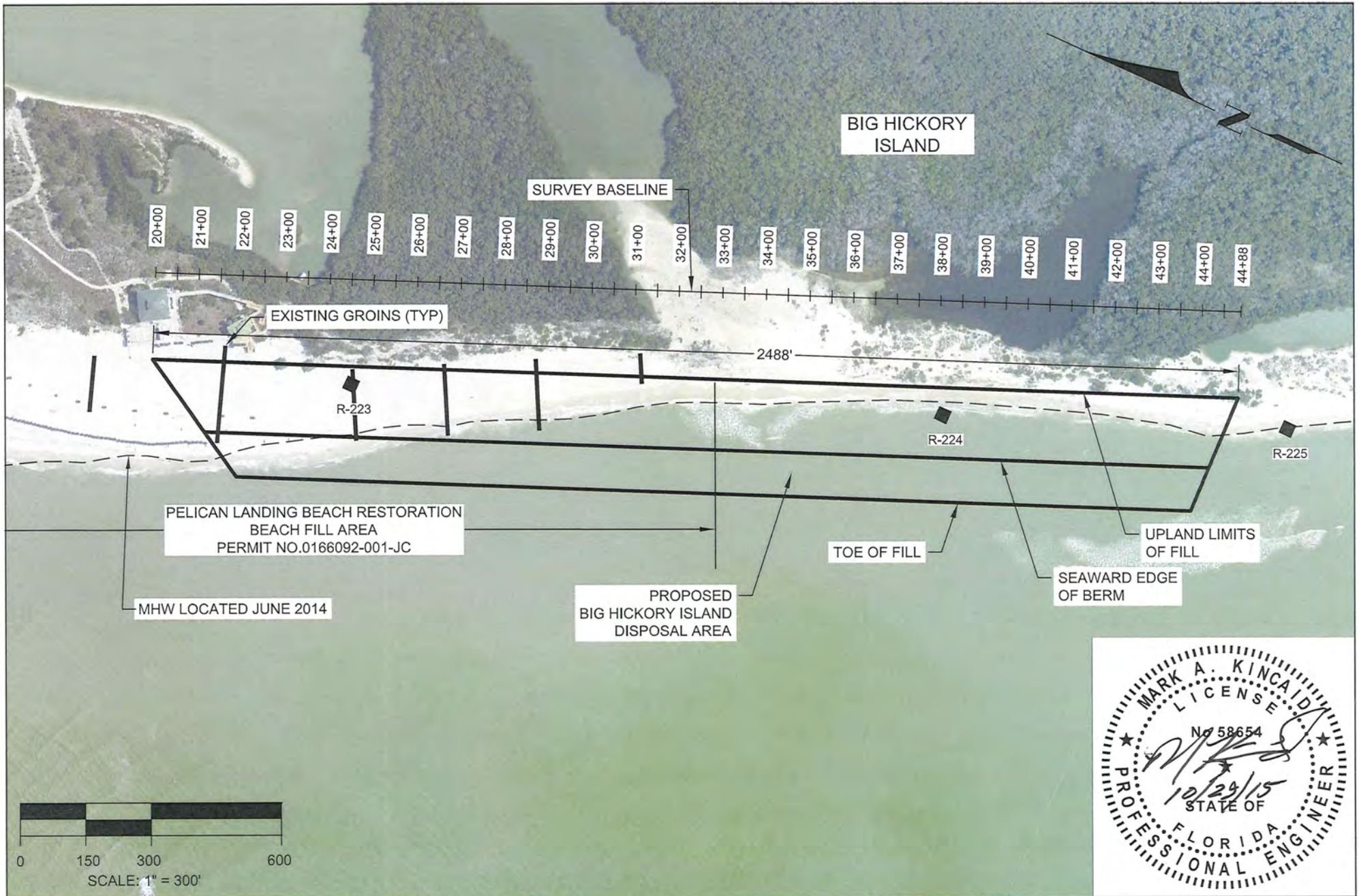
DATE:	12/10/13	SCALE:	AS NOTED	7	10/29/15	MTP	PIPELINE CORRIDOR ALIGNMENTS
DRAWN:	SDB	F.B.		6	5/11/15	MTP	DISPOSAL SITE OPTION
CHECKED:	MTP	PG.		5	5/11/15	MTP	INTERIOR DREDGE CUT DEPTH
SEC.	TWP.	RNG.		4	1/29/15	MAK	DEP RAI 2
ACAD NO.	10029 NEW PASS 2014-P.dwg			3	12/3/14	MAK	BEACH FILL LIMIT ADJUSTMENTS
REF. NO.	10,029			NO.	DATE	BY	REVISION DESCRIPTION

Exhibit 2



SHEET 9 FILE NO.: 10029-NR-P-9	<b>COASTAL ENGINEERING CONSULTANTS INC.</b> A CECI GROUP COMPANY Serving Florida Since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104	CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecifl.com	CLIENT: LEE COUNTY	DATE: 12/10/13 DRAWN: SDB CHECKED: MTP SEC.: TWP. RNG. ACAD. NO. 10029 NEW PASS 2014-P.dwg REF. NO. 10.029	SCALE: AS NOTED	7 10/29/15 MTP PIPELINE CORRIDOR ALIGNMENTS 6 6/11/15 MTP DISPOSAL SITE OPTION 5 5/1/15 MTP INTERIOR DREDGE CUT DEPTH 4 1/29/15 MAK DEP RAI 2 3 12/3/14 MAK BEACH FILL LIMIT ADJUSTMENTS
			TITLE: <b>NEW PASS MAINTENANCE DREDGING          LOVERS KEY          DISPOSAL SITE PLAN</b>	NO. DATE BY REVISION DESCRIPTION		

Exhibit 2



SHEET 11  
FILE NO.: 10029-NP-R-11

**COASTAL ENGINEERING CONSULTANTS INC.**  
A CECI GROUP COMPANY  
Serving Florida Since 1977  
3106 SOUTH HORSESHOE DRIVE  
NAPLES, FLORIDA 34104

CIVIL ENGINEERING  
SURVEY & MAPPING  
COASTAL ENGINEERING  
ENVIRONMENTAL  
PLANNING SERVICES  
PHONE: (239)643-2324  
FAX: (239)643-1143  
www.coastalengineering.com  
E-Mail: info@cecifl.com

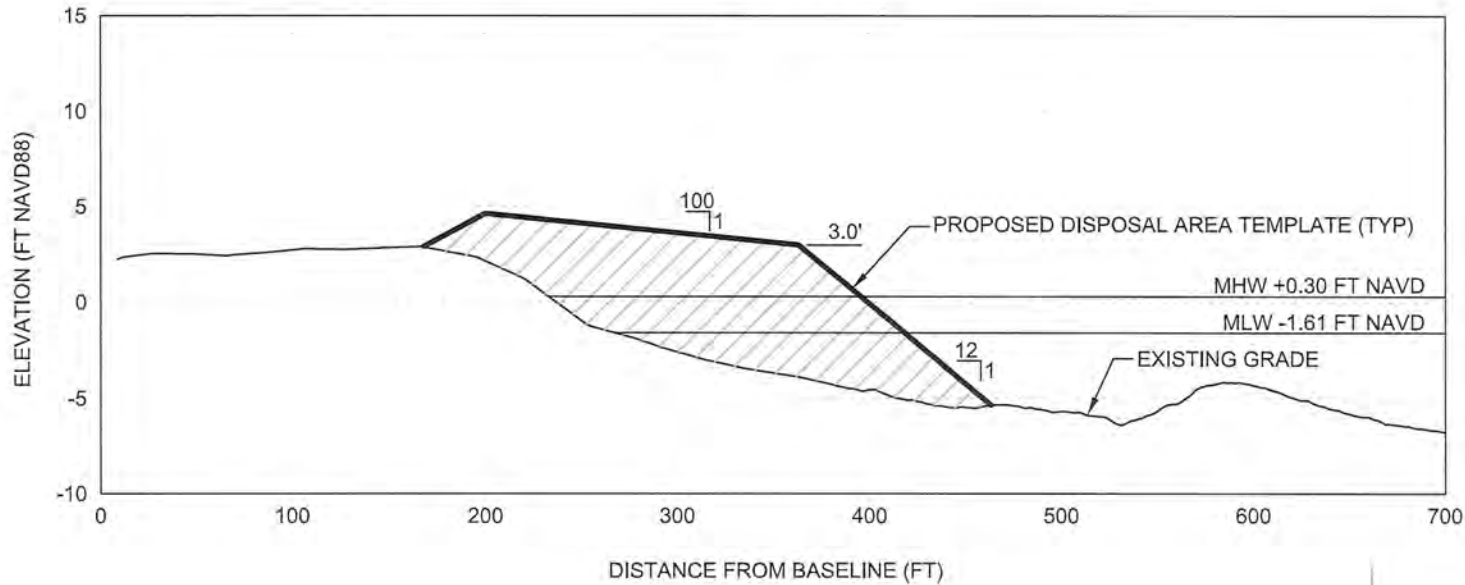
CLIENT: **LEE COUNTY**  
TITLE: **NEW PASS MAINTENANCE DREDGING  
BIG HICKORY ISLAND  
DISPOSAL SITE PLAN**

DATE:	12/10/13	SCALE:	AS NOTED
DRAWN:	SDB	F.B.	
CHECKED:	MTP	PG.	
SEC.	TWP.	RNG.	
ACAD NO.	10029 NEW PASS 2014-P.dwg		
REF. NO.	10.029		

NO.	DATE	BY	REVISION DESCRIPTION
7	10/29/15	MTP	PIPELINE CORRIDOR ALIGNMENTS
6	6/11/15	MTP	DISPOSAL SITE OPTION
5	5/1/15	MTP	INTERIOR DREDGE CUT DEPTH
4	1/29/15	MAK	DEP RAI 2
3	12/3/14	MAK	BEACH FILL LIMIT ADJUSTMENTS

**Exhibit 2**

### TYPICAL SECTION



**SCALE**  
 H: 1" = 100'  
 V: 1" = 10'

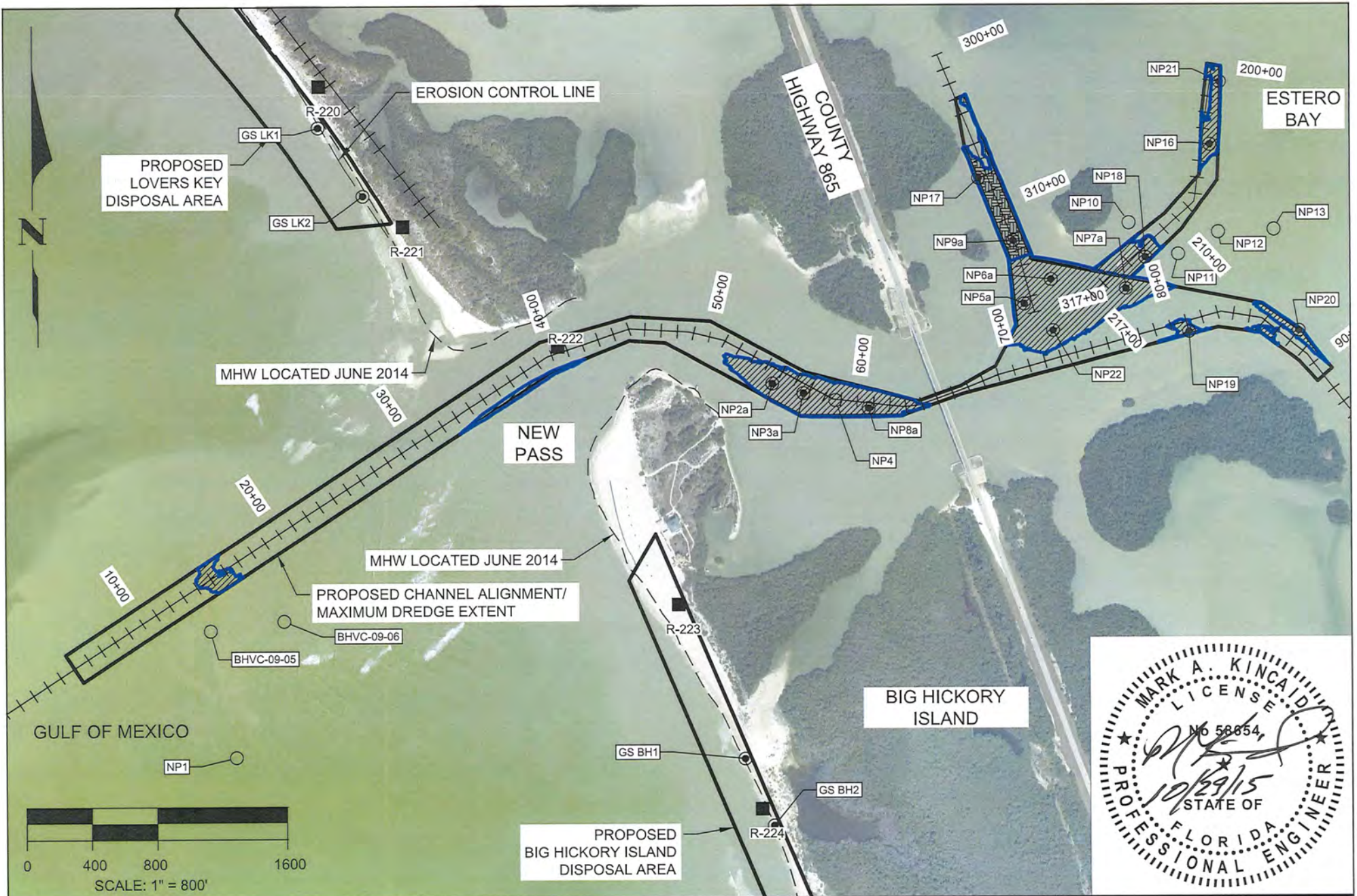
**COASTAL ENGINEERING CONSULTANTS INC.**  
 A CECI GROUP COMPANY  
 Serving Florida Since 1977  
 3106 SOUTH HORSESHOE DRIVE  
 NAPLES, FLORIDA 34104

CIVIL ENGINEERING  
 SURVEY & MAPPING  
 COASTAL ENGINEERING  
 ENVIRONMENTAL  
 PLANNING SERVICES

PHONE: (239)643-2324  
 FAX: (239)643-1143  
 www.coastalengineering.com  
 E-Mail: info@cecifl.com

CLIENT:	LEE COUNTY
TITLE:	NEW PASS MAINTENANCE DREDGING BIG HICKORY ISLAND DISPOSAL SITE TYPICAL CROSS SECTION

DATE:	12/10/13	SCALE:	AS NOTED
DRAWN:	SDB	F.B.	7 10/29/15 MTP PIPELINE CORRIDOR ALIGNMENTS
CHECKED:	MTP	PG.	6 6/11/15 MTP DISPOSAL SITE OPTION
SEC.	TWP.	RNG.	5 5/1/15 MTP INTERIOR DREDGE CUT DEPTH
ACAD NO.	10029 NEW PASS 2014-P.dwg		4 1/29/15 MAK DEP RAI 2
REF. NO.	10.029		3 12/3/14 MAK BEACH FILL LIMIT ADJUSTMENTS
			NO. DATE BY REVISION DESCRIPTION



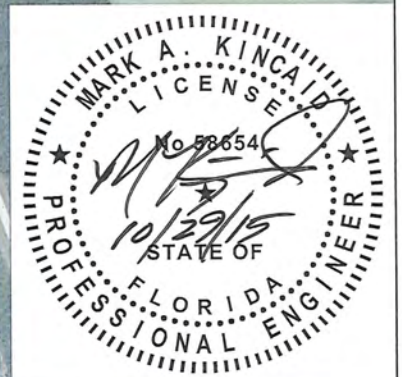
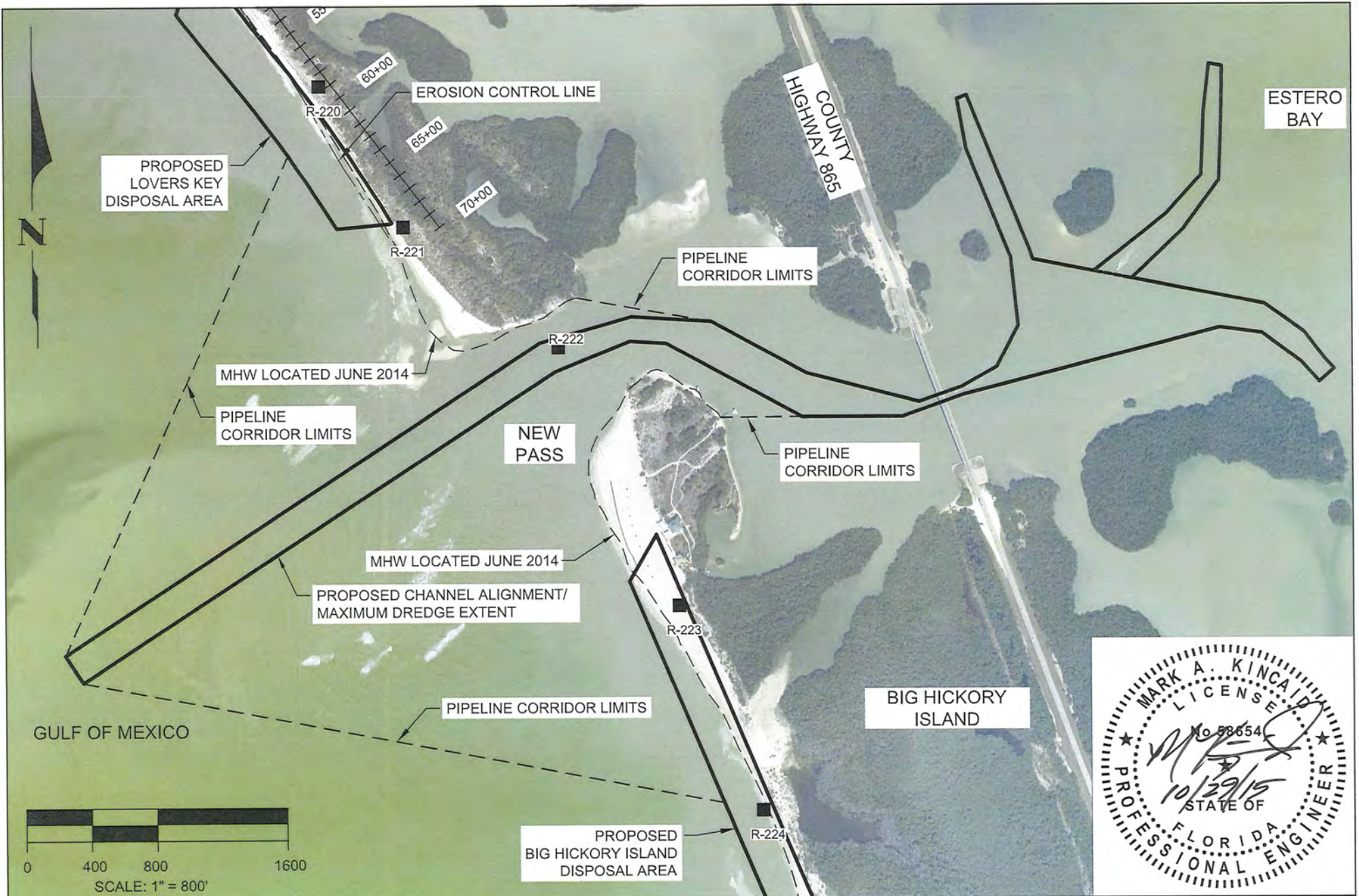
**COASTAL ENGINEERING CONSULTANTS INC.**  
 A CECI GROUP COMPANY  
 Serving Florida Since 1977  
 3106 SOUTH HORSESHOE DRIVE  
 NAPLES, FLORIDA 34104  
 PHONE: (239)643-2324  
 FAX: (239)643-1143  
 www.coastalengineering.com  
 E-Mail: info@cecifl.com

CLIENT: **LEE COUNTY**  
 TITLE: **NEW PASS MAINTENANCE DREDGING VIBRACORE PLAN VIEW**

DATE:	12/10/13	SCALE:	AS NOTED
DRAWN:	SDB	F.B.	
CHECKED:	MTP	PG.	
SEC.	TWP.	RNG.	
ACAD NO.	10029 NEW PASS 2014-P.dwg		
REF. NO.	10.029		

NO.	DATE	BY	REVISION DESCRIPTION
7	10/29/15	MTP	PIPELINE CORRIDOR ALIGNMENTS
6	6/11/15	MTP	DISPOSAL SITE OPTION
5	5/1/15	MTP	INTERIOR DREDGE CUT DEPTH
4	1/29/15	MAK	DEP RAI 2
3	12/3/14	MAK	BEACH FILL LIMIT ADJUSTMENTS

Exhibit 2



**COASTAL ENGINEERING CONSULTANTS INC.**  
 A CECI GROUP COMPANY  
 Serving Florida Since 1977  
 3106 SOUTH HORSESHOE DRIVE  
 NAPLES, FLORIDA 34104

CIVIL ENGINEERING SURVEY & MAPPING  
 COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES  
 PHONE: (239)643-2324  
 FAX: (239)643-1143  
 www.coastalengineering.com  
 E-Mail: info@cecill.com

CLIENT: **LEE COUNTY**  
 TITLE: **NEW PASS MAINTENANCE DREDGING PIPELINE CORRIDOR**

DATE: 12/10/13 SCALE: AS NOTED  
 DRAWN: SDB F.B.  
 CHECKED: MTP PG.  
 SEC. TWP. RNG.  
 ACAD NO. 10029 NEW PASS 2014-P.dwg  
 REF. NO. 10.029

NO.	DATE	BY	REVISION DESCRIPTION
7	10/29/15	MTP	PIPELINE CORRIDOR ALIGNMENTS
6	6/11/15	MTP	DISPOSAL SITE OPTION
5	5/1/15	MTP	INTERIOR DREDGE CUT DEPTH
4	1/29/15	MAK	DEP RAI 2
3	12/3/14	MAK	BEACH FILL LIMIT ADJUSTMENTS

Exhibit 2



ATTACHMENT B  
(SEE AGREEMENT EXHIBIT 1)

**Notice of Permit Modification**  
**Permit Modification No. 0323832-003-JN**  
**New Pass Navigational Dredging and Beach Disposal**  
**Page 3 of 7**

**Justification:**

The increase in area of the pipeline corridor will allow for greater flexibility when placing sand within the fill templates, and will also lessen potential impacts to the Pelican Landing Beach Park at the north end of Big Hickory Island by reducing the length of pipe that will be laid on the dry beach. As part of the design and permitting of the Estero Island and Lovers Key Beach Restoration (Permit No. 0173059-001-JC) and the Pelican Landing Beach Restoration and Groins (Permit No. 0166092-001-JC) projects, the respective Permittees conducted resource surveys within the area, including the proposed corridor expansion area. Based upon these historical surveys, there are no seagrass or hardbottom resources within the proposed expanded pipeline corridor.

**Staff Assessment:**

Staff of the Department and the Florida Fish and Wildlife Commission (FWC) have reviewed the request and do not anticipate an increase in potential adverse impacts due to the proposed expansion of the pipeline corridor.

Given the increase in marine turtle nest numbers on certain beaches, it is often not possible for the turtle Permit Holder to finish all nest surveys before 9 a.m. As such, staff of the FWC recommended changes to Specific Condition 23 such that the daily early morning nesting surveys are not constrained by time. *Note: this does not change the existing requirements for nest relocation, which must still be completed by 9.a.m.*

Occasionally, turtle nesting activity occurs within the posted shorebird buffer/exclusion area, and these nests may be subject to localized threats, such as predation. In these instances, FWC recommends that these nests be monitored and protected. In order to do this, FWC has recommended that the Specific Condition 23 be modified to allow turtle monitors to enter posted shorebird areas if they have FWC authorization to do so.

Department staff have determined that the changes to Specific Condition 23, which were recommended by the FWC, will not result in an increased potential for adverse impacts nor change the intent of the permit.

The Specific Conditions shall be revised as follows (~~strike throughs~~ are deletions, underlines are additions):

23. **Marine Turtle Nest Surveys and Relocation Conditions.**  
For sand placement projects during marine turtle nesting season (April 15 – November 15), daily early morning (~~before 9 a.m.~~)-surveys shall be conducted and eggs shall be relocated per the requirements below until completion of sand placement. **Note:** All egg relocation shall be completed prior to 9 a.m of the morning following deposition and marine turtle monitors shall not enter posted

**Notice of Permit Modification**  
**Permit Modification No. 0323832-003-JN**  
**New Pass Navigational Dredging and Beach Disposal**  
**Page 4 of 7**

shorebird buffer areas to conduct monitoring or to relocate nests, unless authorized by FWC staff to do so. Monitoring and reporting shall continue throughout the nesting season and shall be conducted according to the Post-Construction Monitoring and Reporting Marine Turtle Protection Conditions included in this document.

- a. Turtle Monitors. Nesting surveys and egg relocations shall only be conducted by persons with prior experience and training in these activities and who are duly authorized to conduct such activities through a valid permit issued by FWC, pursuant to Chapter 68E-1, F.A.C. Please contact FWC's Marine Turtle Management Program in Tequesta at [MTP@myfwc.com](mailto:MTP@myfwc.com) for information on the permit holder in the project area. It is the responsibility of the Permittee to ensure that nesting surveys are completed by the authorized Marine Turtle Permit Holder. Nesting surveys shall be conducted daily, beginning no earlier than sunrise ~~between sunrise and 9 a.m.~~

The set of approved permit drawings shall be revised as follows:

Sheet 14 (signed and sealed on 10/29/2015) shall replace Sheet 14 (signed and sealed on 5/5/15)

After thorough review of your application, staff finds that the proposed modification, which is outside of the OFW, is not contrary to the public interest and is not expected to adversely affect water quality. Staff has also determined that the proposed alteration does not increase the potential for adverse impact on the coastal system, public beach access seaward of the mean high water line or nesting sea turtles and hatchlings and their habitat, and that the proposed alteration does not reduce the design adequacy of the project. Since the proposed modification is not expected to result in any adverse environmental impact or water quality degradation, the **permit is hereby modified** as stated above. By copy of this letter and the attached drawing, we are notifying all necessary parties of the modification.

This letter of approval does not alter the **September 28, 2030**, expiration date or the Specific Conditions of the permit. This letter and the attached drawing must be attached to the original permit.

This permit is hereby modified unless a sufficient petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, Florida Statutes (F.S.), as provided below. The procedures for petitioning for a hearing are set forth below. Mediation under Section 120.573, F.S., is not available for this proceeding.

## ATTACHMENT C

**AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER**

*Submit this form and one set of as-built engineering drawings to the U.S. Army Corps of Engineers, Enforcement Section, 1520 Royal Palm Square Boulevard Suite 310, Fort Myers, Florida, 33919. If you have questions regarding this requirement, please contact the Enforcement Branch at 904-232-3131.*

1. Department of the Army Permit Number: SAJ-2004-00219(SP-BEM)

2. Permittee Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

3. Project Site Identification (physical location/address):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled, and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

\_\_\_\_\_  
Signature of Engineer

\_\_\_\_\_  
Name (*Please type*)

\_\_\_\_\_  
(FL, PR, or VI) Reg. Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

(Affix Seal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

Identify any deviations from the approved permit drawings and/or special conditions (attach additional pages if necessary):

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

## ATTACHMENT D



## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
South Florida Ecological Services Office  
1339 20<sup>th</sup> Street  
Vero Beach, Florida 32960

November 7, 2016

Jason A. Kirk, Colonel  
U.S. Army Corps of Engineers  
Post Office Box 4970  
Jacksonville, Florida 32232-0019

Service CPA Code: 04EF2000-2015- CPA-0188  
Service Consultation Code: 04EF2000-2015-F-0428  
Corps Application Number: SAJ-2014-00219 (SP-BEM)  
Date Received: April 8, 2015  
Formal Consultation Initiation Date: September 13, 2016  
Project: New Pass Dredging and  
Sand Placement  
Applicant: Lee County Natural Resources  
Division  
County: Lee

Dear Colonel Kirk:

This document transmits the U.S. Fish and Wildlife Service's (Service) Biological Opinion to the U.S. Army Corps of Engineers (Corps) for the Lee County Natural Resources Division's (Applicant) proposed New Pass dredging and sand placement project along Big Hickory Island and Lovers Key, Lee County, Florida (Project). The Corps determined that the Project may affect, and is likely to adversely affect the endangered leatherback sea turtle (*Dermochelys coriacea*), the endangered green sea turtle (*Chelonia mydas*), the endangered hawksbill sea turtle (*Eretmochelys imbricata*), the endangered Kemp's ridley sea turtle (*Lepidochelys kempii*), the threatened Northwest Atlantic Ocean Distinct Population Segment of the loggerhead sea turtle (*Caretta caretta*), the threatened piping plover (*Charadrius melodius*), the threatened red knot (*Calidris canutus rufa*); and may affect, but is not likely to adversely affect the endangered Florida panther (*Puma [=felis] concolor coryi*), the endangered West Indian manatee (*Trichechus manatus*; manatee), and the American crocodile (*Crocodylus acutus*). For the purposes of this document, the five identified sea turtles will be referred to collectively as sea turtles. This document is provided in accordance with section 7 of the Endangered Species Act of 1973, as amended (Act) (87 Stat. 884; 16 U.S.C. 1531 *et seq.*).

The Service and the National Oceanic and Atmospheric Administration's National Marine Fisheries Service (NOAA Fisheries) share Federal jurisdiction for sea turtles under the Act. The Service has the responsibility for sea turtles on the nesting beaches and NOAA Fisheries has jurisdiction for sea turtles in the marine environment. Our analysis will only address activities that may impact nesting sea turtles, their nests and eggs, and hatchlings as they emerge from the nest and crawl to the sea.



If potential impacts to sea turtles in the marine environment are anticipated, NOAA Fisheries should be contacted with a request for assessment and consultation on potential impacts to swimming sea turtles. For further information on Act compliance with the NOAA Fisheries, please contact Rachel Sweeney, Chief of the Interagency Cooperation Branch, by e-mail at [rachel.sweeney@noaa.gov](mailto:rachel.sweeney@noaa.gov) or by phone at 727-209-5953.

This Biological Opinion is based on information provided in the Corps' letter dated April 2, 2015, and supplemental documents. A complete record of this consultation is on file at the South Florida Ecological Services Office, Vero Beach, Florida.

### **Consultation History**

On April 8, 2015, the Service received a copy of the Corps' Public Notice and letter dated March 23 and April 2, 2015, respectively, requesting initiation of formal consultation on the proposed Project in Lee County, Florida.

On July 6, 2016, the Service emailed the Corps for additional information.

On July 8, 2016, the Service received an email from the Corps in response to our request for additional information.

September 9, 2016, the Service emailed the Corps requesting that they change their no affect determination for the Florida panther to may affect, but is not likely to adversely affect, and for additional information from the Applicant concerning the transportation of non-compatible material to a previously authorized and cleared stockpile area adjacent to Florida Gulf Coast University, Fort Myers, Florida. Later in the day, the Service received the requested information from the Applicant.

On September 13, 2016, the Service received an email from the Corps in which they changed their no affect determination to may affect, but is not likely to adversely affect for the Florida panther. Therefore, the Service completed their review of the Project and initiated consultation with the Corps concerning the potential effects of the Project on the American crocodile, sea turtles, piping plover, red knot, Florida panther, and manatee.

## **BIOLOGICAL OPINION**

### **DESCRIPTION OF THE PROPOSED ACTION**

The Applicant proposes to restore the New Pass inlet and channel to previously navigable depths through dredging approximately 73,000 cubic yards (cy) of sand to a maximum depth of -6.3 feet (ft) North American Vertical Datum (NAVD88) for the main channel, and -6.3 ft NAVD88 for the interior channels (Figure 1). There is no overdredge allowance as these depths are specified as the maximum cut elevations. Using a cutterhead dredge with pipeline capability, the beach compatible dredge material will be used to re-nourish 0.38 mile (mi) and 0.47 mi of shoreline along Lovers Key and Big Hickory Island, respectively (Figure 1). Specifically, the sand fill templates will

include the shoreline on Lovers Key 170 ft north of the Florida Department of Environmental Protection reference monuments R-219 and 60 ft north of R-221, and 455 ft north of R-223 and 120 ft north of R-225 along Big Hickory Island (Figure 1). Because there is an overlap in the sand fill template (specifically between R-219 to R-221) between the Big Carlos Pass channel re-alignment project and the proposed Project, sand placement from the proposed Project will not be authorized in this area of overlap if sand placement will overflow this area based on the authorized beach profile. Once the dredge material has been deposited within the fill templates, bulldozers will move and grade the material to produce the authorized beach design consisting of a 1 vertical ft: 12 horizontal ft slope. Non-compatible material will be mechanically excavated, offloaded, and transported over land to a previously authorized and cleared stockpile area adjacent to and will be utilized by Florida Gulf Coast University, Fort Myers, Florida.

The 10-year Corps permit could potentially result in one additional maintenance dredge event with a potential for dredging up to approximately 35,000 cy of material.

All beach access corridors, staging areas, and pipeline corridors will be selected to avoid affects to upland habitat. Construction vehicles and equipment must traverse or be stored within these designated areas, corridors, and/or within the pipeline corridor. In addition, all construction pipes will be placed parallel to the shoreline and positioned as far landward as possible up to the vegetated dune line. Existing vegetated habitat at these sites and corridors shall be protected to the maximum extent possible to minimize disturbance; therefore, impacts associated with the beach access corridors, pipeline corridors, staging areas, and beach fill templates are not anticipated. If impacts are incurred, all impacted areas and vegetation will be restored to preconstruction condition and elevation. In addition, all loose debris will be removed and properly disposed of prior to sand placement.

The proposed Project will be conducted during the day and nighttime hours, and is expected to take approximately 150 days to complete working 24 hours per day, 7 days per week. The Applicant anticipates commencement of the proposed Project in late 2016 and continuing into the summer of 2017. The intent of the inlet and channel dredging action is to restore navigation depth and to provide storm protection.

### **Minimization measures**

The Applicant will follow and implement the Reasonable and Prudent Measures (RPMs) and the Terms and Conditions identified in the revised Statewide Programmatic Biological Opinion (2015-SPBO; Service 2015), and the Conservation Measures, RPMs, and the Terms and Conditions of the Programmatic Piping Plover Biological Opinion (P<sup>3</sup>BO; Service 2013) that apply to the Project. The P<sup>3</sup>BO RPMs and the Terms and Conditions will also minimize effects to red knots.

To minimize impacts to manatees from the proposed Project, the Applicant has agreed to follow and implement the Florida Fish and Wildlife Conservation Commission's (FWC) Standard Manatee Conditions for In-Water Work (FWC 2011) and the minimization measures outlined for

manatees in the 2015-SPBO. In addition, the Applicant has agreed to restrict all truck traffic (loaded or unloaded), inside or immediately adjacent to the panther primary zone, to daylight hours to reduce the potential for panther collisions.

### **Action Area**

The action area is defined as all areas to be affected directly or indirectly by the action and not merely the immediate area involved in the action. The Service identifies the action area to include the New Pass inlet and channel, pipeline corridors, beach access corridors, staging areas, and approximately 0.85 mi of Lee County shoreline. The Project is located along the Gulf of Mexico, between Lovers Key and Big Hickory Island, Lee County, Florida at latitude 26.379394 and longitude -81.865996.

## **STATUS OF THE SPECIES/CRITICAL HABITAT**

### **Species/critical habitat description**

#### Red knot

Please see <http://www.fws.gov/verobeach/StatusoftheSpecies.html> for the current Status of the Species for the red knot (November 2015). Critical habitat has not been designated for the red knot; therefore, critical habitat will not be affected by the Project.

### **Analysis of the species/critical habitat likely to be affected**

#### American crocodile

According to our Geographic Information System (GIS) database, the Project is located in the crocodile consultation area. The Corps determined that the Project may affect, but is not likely to adversely affect the crocodile. Although, the Project area may contain suitable crocodile nesting habitat, the Project will not impact any areas of potential nesting habitat. Therefore, the Service concurs with the Corps' determination for this species.

#### Florida panther

The Project's sand placement template is not located in the Service's Focus Area for the Florida panther and does not provide habitat for the species. The Focus Area is based on the scientific information on panther habitat usage provided in Kautz et al. (2006) and Thatcher et al. (2006), and denotes areas in Florida where development projects could potentially affect the panther. That said, existing roads associated with the proposed stockpile area, adjacent to Florida Gulf Coast University, Fort Myers, Florida, for disposal of non-compatible beach material, pass through or are adjacent to the Florida panther primary zone. Although new road construction is not part of the Project, Florida panthers can be injured or killed due to collisions with motorized vehicles when attempting to cross highways, and the potential for collisions increases as traffic increases. A single truck haul event would entail approximately 6,000 cy of material, which

would dictate a total of 400 round trip events, which would translate to 10 round trip events per day, for 40 days. According to our GIS database, from 2007 to 2016, 5 vehicular collisions with panthers have occurred along the truck corridors outlined in the Project.

The Corps has determined the Project may affect, but is not likely to adversely affect the Florida panther. As previously indicated, the Applicant has agreed to restrict all truck traffic (loaded or unloaded) inside or immediately adjacent to the Florida panther primary zone, to daylight hours to reduce the potential for panther collisions. Based on this information, the Service concurs with the Corps' determination for this species. Therefore the Florida panther will not be considered further in this Biological Opinion.

#### Piping plover

The Applicant has agreed to follow and implement the Conservation Measures, RPMs, and Terms and Conditions outlined in the P<sup>3</sup>BO that apply to the Project. The Service has determined the Project effects along the 0.85 mi of beach are consistent with those analyzed in the P<sup>3</sup>BO. Based on the Applicant's commitment to implement the Conservation Measures, RPMs, and the Terms and Conditions identified in the P<sup>3</sup>BO, the Project's take coverage for piping plovers is henceforth covered under the P<sup>3</sup>BO. All monitoring and reporting requirements must be submitted as outlined in the P<sup>3</sup>BO. The Project does not encompass piping plover critical habitat; therefore, critical habitat will not be affected by the Project.

#### Red knot

The proposed action has the potential to adversely affect migrating and wintering red knots and their habitat within the Project area. The construction activities may lead to temporarily diminished quantity and quality of intertidal foraging and roosting habitats within the Project area, resulting in decreased survivorship of migrating and wintering red knots and temporary adverse effects to suitable intertidal foraging and roosting habitat. The length of construction activities may delay the recovery of prey species due to the prolonged disturbance of the benthic fauna. The detailed effects of the proposed action on red knots and their habitat will be considered further in the Effects of the Action sections of this Biological Opinion.

#### Sea turtles

The Project has the potential to adversely affect nesting female sea turtles, nests, and hatchlings within the Project area. Potential effects include destruction of nests deposited within the boundaries of the Project, harassment in the form of disturbing or interfering with female sea turtles attempting to nest within the construction area or on adjacent beaches as a result of construction activities, and behavior modification of nesting females due to escarpment formation within the Project area during the nesting season, resulting in false crawls or situations where they choose marginal or unsuitable nesting areas to deposit eggs. The quality of the sand could affect the ability of female sea turtles to nest, the suitability of the nest incubation environment, and the ability of hatchlings to emerge from the nest.

The Service has determined the Project effects along the 0.85 mi of beach are consistent with those analyzed in the 2015-SPBO. Based on the Applicant's commitment to implement the RPMs, and the Terms and Conditions identified in the 2015-SPBO that apply to the Project, the Project's take coverage for listed sea turtles is henceforth covered under the 2015-SPBO. All monitoring and reporting requirements must be submitted as outlined in 2015-SPBO. The Project does not encompass terrestrial loggerhead sea turtle critical habitat; therefore, critical habitat will not be affected by the Project.

### West Indian manatee

The Project occurs within manatee critical habitat and a portion of the dredge template is located in an important manatee area (IMA). Dredging activities located in IMAs are not covered by the 2015-SPBO, and the Corps contacted the Service for Project-specific manatee conditions. As previously indicated, the Applicant has agreed to follow and implement the Standard Manatee Conditions for In-Water Work (FWC 2011) and the minimization measures outlined for manatees in the 2015-SPBO to avoid potential effects to manatees. In addition, the Applicant has agreed to implement the following protective measures:

1. Observers shall be dedicated for manatee observation.
2. Night-time clamshell dredging is prohibited.
3. If conditions (*e.g.*, weather, heavy currents) are such that manatees cannot be observed within 50 – 100 ft, in-water activity shall not be conducted.
4. Movement of work boats and barges shall be minimized at night.

Based on the proposed protection measures, the Service concurs with the Corps' determination that the Project may affect, but is not likely to adversely affect the species; therefore, the manatee will not be considered further in this Biological Opinion.

## **ENVIRONMENTAL BASELINE**

### **Status of the species within the action area**

Assessing the number of red knots within the Project area during winter and migration periods is difficult because the number of birds utilizing the shoreline and intertidal areas vary from year to year and throughout each migration and wintering season. According to our GIS database, between 2006 and 2009, a total of 50 red knots (9 to 30 birds per survey event) were documented in the action area over the course of 3 individual survey events. Thirty-five red knots have been documented in the action area located on Big Hickory Island between 2005 and 2009 according to eBird (eBird 2016), with the number of individuals varying from 3 to 11 per survey event. In addition, 50 red knots were documented in the action area located on Lovers Key State Park between 2006 and 2009 (bandedbirds 2016), with the number of individuals varying from 9 to 30 per observation.

## **Factors affecting the species habitat within the action area**

### Coastal development

Shoreline development throughout the wintering range poses a threat to all populations of red knots. Beach maintenance and nourishment, inlet dredging, and artificial structures, such as jetties and groins, can eliminate wintering areas and alter sedimentation patterns leading to the loss of nearby habitat. Structural development along the shoreline or manipulation of natural inlets upsets the dynamic processes and results in habitat loss or degradation (Melvin et al. 1991). Increased coastal development brings other recreational disturbances that are known to prevent bird usage of an area, including human disturbance, predation or disturbance by domestic animals, beach raking and cleaning, and habitat degradation by off-road vehicles. Recreational management techniques, such as vehicle restrictions, pet restrictions, and symbolic fencing (usually sign posts and string) of roosting and foraging habitats, can help to address anthropogenic disturbances to wintering red knots. Educational materials, such as informational signs or brochures, can also provide valuable information to assist the public in understanding the need for conservation measures. Although these measures can be effective, they are not implemented consistently throughout the State.

### Accelerated sea-level rise

Potential effects of sea-level rise on coastal beaches vary regionally due to subsidence or uplift, as well as the geological character of the coast and nearshore. Low elevations and proximity to the coast make all nonbreeding coastal red knot foraging and roosting habitats vulnerable to the effects of rising sea-level including the Project area.

Furthermore, areas with small astronomical tidal ranges (*e.g.*, sand spits, shoals, and portions of the Gulf Coast where intertidal range is less than 3.3 ft) are the most vulnerable to loss of intertidal wetlands and flats induced by sea-level rise (Environmental Protection Agency 2009). Accelerated sea-level rise is a major component of climate change. A detailed discussion of additional effects of climate change across the range of the red knot can be found in the Status of the Species.

### Sand placement activities

Sand placement projects, such as the proposed Project, have the potential to alter red knot Habitat, and have historically occurred in the Project area. Beach nourishment can create a beach seaward of existing hard stabilization or heavy development, where the beach has been lost due to erosion and/or sea-level rise, restoring associated ecosystem functions. Although dredge and fill projects that place sand on beaches or dunes may restore lost or degraded habitat, these projects may degrade habitat by altering the natural sediment composition and depressing the invertebrate base. This hinders habitat migration with sea-level rise, and replaces the natural dune beach nearshore system with artificial geomorphology (Service 2012). Lott et al. (2009) found a strong negative correlation between sand placement projects and the presence of shorebirds on the Gulf Coast of Florida; however, he noted additional research was needed to

clarify whether the cause was the sand placement project, or the tendency for these projects to be located on highly developed shorelines. Harrington (2008) noted the need for a better understanding of the potential effects of inlet-related projects, such as jetties, on bird habitats.

Conversely, in areas where the shoreline is highly eroded, sand placement activities can improve red knot foraging and roosting habitat. Sand placement activities add sand to the sediment budget, increasing the beach width and providing a sand source for emergent nearshore features to form. Although there is some research related to the management of beach nourishment projects to better maintain the habitat for shorebirds, much of this research is focused on beaches in the northern U.S. where breeding occurs (Melvin et al. 1991). In their wintering grounds, increasing beach width is an important aspect of beach nourishment projects in highly developed, eroding areas. The timing of the project is also important in preventing impacts to red knots as a result of sand placement activities.

### Sediment transport - dredging

The common practice of inlet and nearshore dredging can affect red knot habitats. Dredging often involves removal of sediment from sand bars, shoals, and inlets in the near-shore zone, directly impacting optimal red knot roosting and foraging habitats (Winn and Harrington in Guilfoyle et al. 2006; Harrington in Guilfoyle et al. 2007; Harrington 2008). These ephemeral habitats are even more valuable to red knots because they tend to receive less recreational use than the main beach strand. In addition to causing this direct habitat loss, the dredging of sand bars and shoals can preclude the creation and maintenance of red knot habitats by removing sand sources that would otherwise act as natural breakwaters and weld onto the shore over time (Morton 2003; Hayes and Michel 2008).

Further, removing these sand features can cause or worsen localized erosion by altering depth contours and changing wave refraction (Hayes and Michel 2008), potentially degrading other nearby red knot habitats indirectly because inlet dynamics exert a strong influence on the adjacent shorelines. Studying barrier islands in Virginia and North Carolina, Fenster and Dolan (1996) found inlet influences extend 3.4 to 8.1 mi, and that inlets dominate shoreline changes for up to 2.7 mi. Changing the location of dominant channels at inlets can create profound alterations to the adjacent shoreline (Nordstrom 2000).

## **EFFECTS OF THE ACTION**

### **Factors to be considered**

The Project will occur within habitat that is used by wintering/migrating (mid-July to late April) red knots. Since red knots can be present on these beaches for up to 10 months per year, construction is likely to occur while the species is utilizing these beaches and associated habitats. Project activities may affect red knots by flushing birds from roosting or foraging habitat hindering their ability to 1) recuperate from the energy expenditure of their migration, 2) survive on their wintering areas, and/or 3) build fat reserves in preparation for migration back to their

breeding grounds. In addition, effects of the Project may also include changes in the habitat including the physical characteristics of the beach from the placement of the sand.

### **Analyses for effects of the action**

#### Direct effects

Direct effects are those direct or immediate effects of a project on the species and/or its habitat.

Heavy machinery and equipment (*e.g.*, off road vehicles and bulldozers) operating within the Project area, placement of the dredge pipeline along the shoreline, and sand disposal, may affect migrating wintering red knots by disrupting their normal activities, such as roosting and foraging by flushing them from the beach. Because red knots are highly mobile and can quickly move from harm's way, we do not anticipate that any individuals will be injured or killed by the proposed Project. Birds that are flushed may shift slightly up or down the beach to other available habitat adjacent to the action area, or they may travel greater distances to find an alternative stopover location. Although studies have shown that plovers tend to remain within a 2-mi wintering home range, it is unknown how far red knots will travel within specific areas during migration stopovers and within wintering areas due to local disturbance, or to find a more abundant food source.

Sand placement may also adversely affect red knots by decreasing the intertidal benthic prey species abundance along the 0.85 mi of beach. Sand placement temporarily reduces wrack prey species occurrence, and can bury and suffocate prey species. Over time the natural wrack would be restored through normal tidal events and benthic species recruitment, and re-establishment following sand placement events is anticipated to be from 6 months up to 2 years.

#### Indirect effects

Indirect effects are those that are caused by, or result from the proposed action, are later in time, and are reasonably certain to occur.

The disturbance to normal red knot foraging and roosting behavior and decreased prey availability, during construction and immediately post-construction, may decrease the survival and fitness of individuals by limiting the ability of birds to rest and replenish their fat reserves for spring migration and summer breeding. Furthermore, the increased energy expenditure and a potential lack of adequate food supplies could lead to reduced fecundity, and over-wintering survival. Such effects would be temporary and minimal for those birds wintering in or migrating through the Project area over the course of several wintering and migration seasons, due to the presence of suitable roosting and foraging habitat immediately north and south of the Project area.



## Beneficial effects

Beneficial effects are wholly positive without any adverse effects.

The Project will introduce sediment into the system that will be reworked and redistributed through the natural processes of wind, wave action, and storm events. As previously stated, in areas where the shoreline is highly eroded, sand placement activities can improve red knot foraging and roosting habitat. The additional sediment will allow for formation of red knot habitat through natural processes, thus maintaining and/or enhancing the features for suitable red knot habitat. The renourishment and maintenance of such coastal habitats are important for maintaining healthy red knot populations.

### **Species response to the proposed action**

Routine beach nourishment is expected to occur twice during the 10-year Corps permit. Timing of construction activities may vary in duration depending on the amount of work needed (routine nourishment, emergency nourishment, hot spot nourishment), weather conditions, and equipment mobilization and maintenance. The number of birds that may be present during beach nourishment activities is not known, and is expected to vary annually based on the timing of migration, and the timing of the activity. However, based on our GIS database and eBird data, this number could be between 3 and 30 individuals. Regardless of the number, the behavior of any birds present will be disrupted when they are flushed from the foraging and roosting habitat. Because the habitat immediately north and south of the Project area consists of sandy beaches (suitable habitat), we anticipate that most birds will travel only a short distance. A worst-case scenario would be that the adjacent habitat is unsuitable for a particular year and individuals are forced to travel greater distances, thereby reducing their overall fitness, and potential to survive and reproduce.

Sand placement is expected to temporarily decrease the quality of the existing foraging habitat. Foraging quality of the 0.85 mi of shoreline will be temporarily reduced for 6 months up to 2 years while the intertidal benthic fauna (prey base) recovers to normal population levels and natural wrack returns to the newly created island shoreline.

If birds arrive during this period of recovery, they may have to seek alternative foraging and stopover locations because of the lower food availability. We anticipate that in most cases birds will travel a short distance to suitable habitat immediately north and south of the Project area; however, in some cases, fitness of individuals could be lowered due to the lower food availability. Similar to the reduced fitness due to energy expenditure moving up and down the beach, this reduced prey availability could ultimately lead to a reduction of the individual's ability to survive and reproduce.

Although the Project will have repeated temporary adverse effects on red knots twice during the 10-year Corps permit, the proposed Project is ultimately anticipated to have an overall beneficial effect on the red knot by maintaining suitable habitat along 0.85 mi of beach.

## **CUMULATIVE EFFECTS**

Cumulative effects include the effects of future State, tribal, local, or private actions that are reasonably certain to occur in the action area are considered in this Biological Opinion. Future Federal actions that are unrelated to the proposed action are not considered in this section because they require separate consultation pursuant to section 7 of the Act. The Service is not aware of any specific activities that would be considered cumulative effects.

## **CONCLUSION**

The survival and recovery of all breeding populations of red knots are fundamentally dependent on the continued availability of sufficient habitat in their coastal migration and wintering ranges, where those species spend more than two-thirds of their annual cycle. All red knot populations are inherently vulnerable to even small declines in their most sensitive vital rates (*i.e.*, survival of adults and fledged juveniles).

After reviewing the current status of the red knot, the environmental baseline for the action area, the effects of the proposed action, and the cumulative effects, it is the Service's biological opinion that the Project, as proposed, is not likely to jeopardize the continued existence of the red knot. We have reached this conclusion because 1) the implementation of the Project is not likely to directly kill any red knots since they are highly mobile and can move out of harm's way; 2) the amount of increased energy expenditure searching for suitable habitat and searching for prey during construction is anticipated to be minimal because birds will only shift a short distance to the adjacent beach; 3) even if the disturbance and decreased food availability leads to a reduction of fitness that ultimately reduces survival and reproduction, the number of individuals effected would be relatively small (3 to 30); and 4) the Project is anticipated to have a long-term beneficial effect by maintaining sand along the 0.85 mi of beach creating suitable red knot habitat for migration/stopovers.

## **INCIDENTAL TAKE STATEMENT**

Section 9 of the Act and Federal regulation pursuant to section 4(d) of the Act prohibit the take of endangered or threatened species, respectively, without special exemption. Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. Harm is further defined by the Service to include significant habitat modification or degradation that results in death or injury to listed species by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Harass is defined by the Service as intentional or negligent actions that create the likelihood of injury to listed species to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding, or sheltering. Incidental take is defined as take that is incidental to, and not the purpose of, carrying out an otherwise lawful activity. Under the terms of section 7(b)(4) and section 7(o)(2), taking that is incidental to and not intended as part of the agency action is not considered to be prohibited under the Act provided that such taking is in compliance with the terms and conditions of this incidental take statement.

The measures described below are non-discretionary, and must be implemented by the Applicant so they become binding conditions of any grant or permit issued to the Applicant, as appropriate, for the exemption in section 7(o)(2) to apply. The Corps has a continuing duty to regulate the activity covered by this incidental take statement. If the Corps (1) fails to assume and implement the terms and conditions or (2) fails to adhere to the terms and conditions of the incidental take statement through enforceable terms that are added to the permit or grant document, the protective coverage of section 7(o)(2) may lapse. In order to monitor the impact of incidental take, the Corps must report the progress of the action and its impacts on the species to the Service as specified in the incidental take statement [50 CFR §402.14(i)(3)].

### **AMOUNT OR EXTENT OF TAKE**

All red knots that occupy the beach during winter and migration, could be taken in the form of harm and harassment as a result of the proposed action. The actual number of red knots that may be affected is difficult to quantify because migration and wintering bird survey data indicate the number of birds within and adjacent to the Project area for the duration of Project construction and intertidal benthic recovery vary both seasonally (spring and fall) and annually (year to year). Furthermore, of the birds that occupy the Project area, the subset that may be adversely affected by a reduction in fitness leading to a decrease in productivity or over-winter survivorship would be difficult to identify because these effects may only be measurable on the breeding grounds during the subsequent breeding season. Therefore, the Service will use the amount of beach (0.85 mi) as a surrogate for the number of red knots that may be taken by the proposed Project. If the Applicant expands the Project outside of the 0.85 mi of sandy beach, the amount or extent of incidental take for red knots will be considered exceeded. If, during the course of the action, this level of incidental take is exceeded, such incidental take represents new information requiring re-initiation of consultation and review of the RPMs provided. The Corps must immediately provide an explanation of the causes of the taking and review with the Service the need for possible modification of the RPMs.

### **EFFECT OF THE TAKE**

In the accompanying Biological Opinion, the Service determined this level of anticipated take is not likely to result in jeopardy to the red knot.

### **REASONABLE AND PRUDENT MEASURES**

The Service and Corps have worked together to develop minimization measures for the proposed action to reduce the take and to minimize impacts of incidental take of red knots in this Biological Opinion. Consequently, there are no additional RPMs or terms and conditions.

## **COORDINATION OF INCIDENTAL TAKE STATEMENT WITH OTHER LAWS, REGULATIONS, AND POLICIES**

### **Migratory Bird Treaty Act**

The Migratory Bird Treaty Act (MBTA) implements various treaties and conventions between the U.S., Canada, Japan, Mexico, and the former Soviet Union for the protection of migratory birds. Under the provisions of the MBTA, it is unlawful “by any means or manner to pursue, hunt, take, capture or kill any migratory bird except as permitted by regulations issued by the Service.” The term “take” is not defined in the MBTA, but the Service has defined it by regulation to mean to pursue, hunt, shoot, wound, kill, trap, capture or collect any migratory bird, or any part, nest or egg or any migratory bird covered by the conventions or to attempt those activities.

The Service carries out its mission to protect migratory birds by fostering relationships with entities that have taken effective steps to avoid take, by encouraging others to implement measures to avoid take, and through investigations and enforcement when appropriate. Companies are encouraged to work closely with the Service to identify available protective measures when developing project plans to safeguard wildlife and to implement those measures where applicable. Ultimately, those parties involved with the planning, design, construction, operation, maintenance, and decommissioning of projects are responsible for conducting relevant evaluations of the area and for determining which, if any, bird species may be affected.

All sand placement events have the potential to impact nesting shorebirds protected under the MBTA (16 U.S.C. 701 *et seq.*). In order to minimize potential take of migratory birds protected under the MBTA, the Applicant shall comply with the FWC standard shorebird protection guidelines to protect against impacts to nesting shorebirds during implementation of the Project.

The Service will not refer the incidental take of red knots associated with this Project for prosecution under the MBTA, as amended (16 U.S.C. 703-712), if such take is in compliance with the terms and conditions specified here.

### **CONSERVATION RECOMMENDATIONS**

Section 7(a)(1) of the Act directs Federal agencies to utilize their authorities to further the purposes of the Act by carrying out conservation programs for the benefit of endangered and threatened species. Conservation recommendations are discretionary agency activities to minimize or avoid adverse effects of a proposed action on listed species or critical habitat, to help implement recovery plans, or to develop information.

1. The Corps should facilitate a meeting between the Service, FWC, and the Applicant to discuss steps for the long-term protection of wrack within the Project area.
2. The Applicant should avoid dredging submerged and emergent shoals to preserve beach dynamics and shorebird habitat.
3. The Applicant should support pre-and post-construction benthic invertebrate surveys.

4. The Applicant should consider the creation of habitat features such as ephemeral tide pools, irregular shorelines, and extended flats to enhance feeding and roosting habitats.
5. The Corps should work with the Service, FWC, and the Applicant to reduce human disturbance to red knots (*e.g.*, symbolic fencing around important roosting areas, enactment and enforcement of dog regulations, signage, outreach materials regarding red knots and beaches, bird stewards where high human use and red knots overlap).

In order for the Service to be kept informed of actions minimizing or avoiding adverse effects or benefitting listed species or their habitats, the Service requests notification of the implementation of any conservation recommendations.

### REINITIATION NOTICE

This concludes formal consultation on the action outlined in the request. As provided in 50 CFR §402.16, re-initiation of formal consultation is required where discretionary Federal agency involvement or control over the action has been retained (or is authorized by law) and if:

1. The amount or extent of incidental take is exceeded;
2. New information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this Biological Opinion;
3. The agency action is subsequently modified in a manner that causes an effect to a listed species or critical habitat not considered in this Biological Opinion; or
4. A new species is listed or critical habitat designated that may be affected by the action.

In instances where the amount or extent of incidental take is exceeded, any operations causing such take must cease pending re-initiation.

Thank you for your cooperation in the effort to conserve fish and wildlife resources. Should you have additional questions, or require clarification regarding this letter, please contact Jeff Howe at 772-469-4283.

Sincerely yours,

*for* 

Roxanna Hinzman  
Field Supervisor  
South Florida Ecological Services Office

cc: electronic only

Corps, Fort Myers, Florida (Brianne McGuffie)

DEP, Tallahassee, Florida (Lainie Edwards)

EPA, West Palm Beach, Florida (Ron Miedema)

FWC, Tallahassee, Florida (FWC-CPS, Nancy Douglas, Robbin Trindell)

NOAA Fisheries, St. Petersburg, Florida (Mark Sramek)

Service, St. Petersburg, Florida (Anne Marie Lauritsen, Peter Plage)

## LITERATURE CITED

- Bandedbirds. 2016. An online database of bird banding and resightings [internet]. The Dupont Delaware Estuary Initiative [cited July 6, 2016]. Available from:  
<http://www.bandedbirds.org>.
- eBird. 2016. An online database of bird distribution and abundance [Internet]. Cornell Lab of Ornithology; Ithaca, New York [cited July 6, 2016]. Available from:  
<http://www.ebird.org>.
- Environmental Protection Agency. 2009. Coastal zones and sea level rise. Available from:  
<http://www.epa.gov/climatechange/effects/coastal/index/html>.
- Fenster, M. and R. Dolan. 1996. Assessing the impact of tidal inlets on adjacent barrier island shorelines. *Journal of Coastal Research* 12(1):294-310.
- Florida Fish and Wildlife Conservation Commission (FWC). 2011. Standard Manatee Conditions for In-Water Work 2011. Available from:  
<http://myfwc.com/wildlifehabitats/managed/manatee/permit-review/#Main>
- Guilfoyle, M.P., R.A. Fischer, D.N. Pashley, and C.A. Lott, editors. 2006. Summary of first regional workshop on dredging, beach nourishment, and birds on the south Atlantic coast. ERDC/EL TR-06-10. U.S. Army Corps of Engineers; Washington, D.C. Available at:  
<http://www.fws.gov/raleigh/pdfs/ES/trel06-10.pdf>.
- Guilfoyle, M.P., R.A. Fischer, D.N. Pashley, and C.A. Lott, editors. 2007. Summary of second regional workshop on dredging, beach nourishment, and birds on the north Atlantic coast. ERDC/EL TR-07-26. U.S. Army Corps of Engineers; Washington, D.C. Available at:  
<http://www.dtic.mil/cgi-bin/GetTRDoc?AD=ADA474358>.
- Harrington, B.A. 2008. Coastal inlets as strategic habitat for shorebirds in the southeastern United States. DOER technical notes collection. U.S. Army Engineer Research and Development Center; Vicksburg, Mississippi. Available from:  
<http://el.ercd.usace.army.mil/elpubs/pdf/doere25.pdf>.
- Hayes, M.O. and J. Michel. 2008. A coast for all seasons: A naturalist's guide to the coast of South Carolina. Pandion Books; Columbia, South Carolina.
- Kautz, R., R. Kawula, T. Hctor, J. Comiskey, D. Jansen, D. Jennings, J. Kasbohm, F. Mazzotti, R. McBride, L. Richardson, and K. Root. 2006. How much is enough? Landscape-scale conservation for the Florida panther. *Biological Conservation* 130:118-133.

- Lott, C.A., C.S. Ewell Jr., and K.L. Volanky. 2009. Habitat associations of shoreline-dependent birds in barrier island ecosystems during fall migration in Lee County, Florida. Prepared for U.S. Army Corps of Engineers; Engineer Research and Development Center; Technical Report.
- Melvin, S.M., C.R. Griffin, and L.H. MacIvor. 1991. Recovery strategies for piping plovers in managed coastal landscapes. *Coastal Management* 19: 21-34.
- Morton, R.A. 2003. An overview of coastal land loss: With emphasis on the southeastern United States. USGS Open File Report 03-337. U.S. Geological Survey Center for Coastal and Watershed Studies; St. Petersburg, Florida. Available at: <http://pubs.usgs.gov/of/2003/of03-337/pdf.html>.
- Nordstrom, K.F. 2000. Beaches and dunes of developed coasts. Cambridge University Press; Cambridge, United Kingdom.
- Thatcher, C. A., F. T. van Manen, and J. D. Clark. 2006. Identifying suitable sites for Florida panther reintroduction. *Journal of Wildlife Management* 70:752-763.
- U.S. Fish and Wildlife Service (Service). 2012. Comprehensive conservation strategy for the piping plover (*Charadrius melodus*) in its coastal migration and wintering range in the continental United States. U.S. Fish and Wildlife Service; East Lansing, Minnesota. Available from: <http://www.fws.gov/midwest/endangered/pipingplover/pdf/CCSpipIApp2012.pdf>.
- U.S. Fish and Wildlife Service (Service). 2013. Programmatic piping plover biological opinion to the U.S. Army Corps of Engineers (Service Consultation Code 04EF1000-2013-F-0124) for shore protection activities in the geographical region of the north and south Florida Ecological Services Field Offices (May 22, 2013). Jacksonville and Vero Beach Field Offices, Florida.
- U.S. Fish and Wildlife Service (Service). 2015. Revised statewide programmatic biological opinion to the U.S. Army Corps of Engineers (FWS Log No. 41910-2011-F-0170) for shore protection activities along the coast of Florida (February 27, 2015). Jacksonville, Panama City, and Vero Beach Field Offices, Florida.

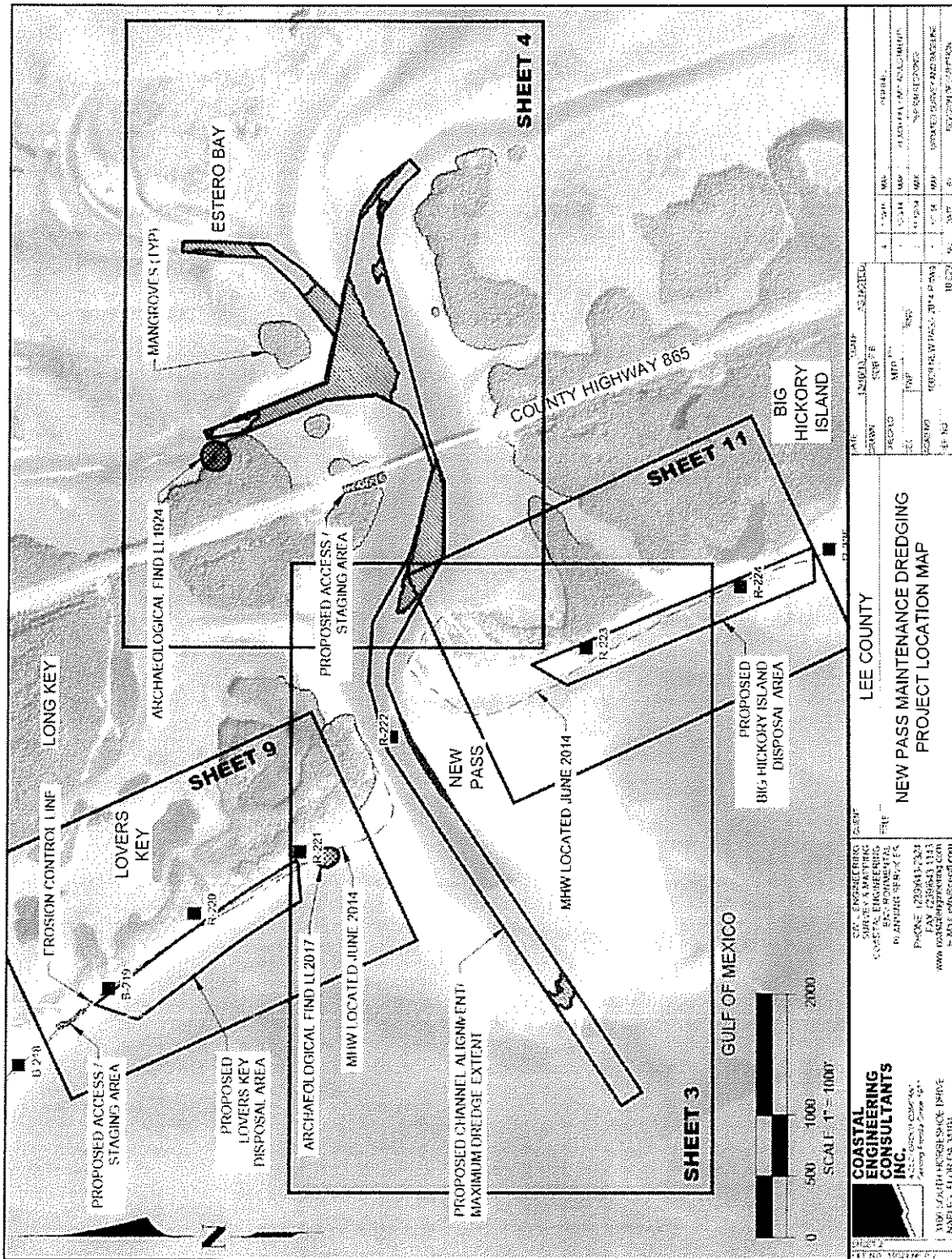


Figure 1. Location of the New Pass channel restoration and sand placement project adjacent to Lovers Key and Big Hickory Island, Lee County, Florida.



## ATTACHMENT E

## STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com)
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.

# CAUTION: MANATEE HABITAT

All project vessels

**IDLE SPEED / NO WAKE**

When a manatee is within 50 feet of work  
all in-water activities must

**SHUT DOWN**

Report any collision with or injury to a manatee:



**Wildlife Alert:**

**1-888-404-FWCC(3922)**

cell \*FWC or #FWC

## ATTACHMENT F



**UNITED STATES DEPARTMENT OF COMMERCE**  
**National Oceanic and Atmospheric Administration**  
**NATIONAL MARINE FISHERIES SERVICE**  
Southeast Regional Office  
263 13th Avenue South  
St. Petersburg, FL 33701

## **SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS**

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



**INVITATION TO BID  
WEST COAST INLAND NAVIGATION DISTRICT**

200 East Miami Avenue  
Venice, FL 34285

<b>ADVERTISE DATE</b>  12/05/2016	<b>TITLE</b> Big Carlos Pass and New Pass Dredging and Beach Disposal	<b>PROJECT NO.</b> BCP/WP	<b>CLOSING DATE &amp; TIME</b> 1:00 pm; 01/06/2017
<b>PRE-BID DATE, TIME AND LOCATION:</b> A pre-bid meeting will be held at Lee County Public Works Building at 1500 Monroe St, Ft. Myers, FL 33902 at 10:00 am Wednesday December 21 <sup>st</sup> 2016. Participation is not mandatory but is encouraged			
<b>NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL</b>		<b>IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE</b>	
MAILING ADDRESS			
<b>OWNER-STATE-ZIP</b>			
PH:	EMAIL:		
FX:	WEB ADDRESS:		
<p><b>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder. In submitting a bid to the West Coast Inland Navigation District, the Bidder offers to be bound by the terms of the Contract included herein upon Notice of Award.</b></p>			
<b>AUTHORIZED SIGNATURE DATE</b>		<b>PRINTED NAME/TITLE</b>	
<p><b>Please initial by all that apply</b>          I acknowledge receipt of the following addendum          _____Addendum #1_____Addendum #2_____Addendum #3_____Addendum #4</p>			

**INDEX**

**CONSTRUCTION CONTRACT DOCUMENTS**

**SECTION I: BIDDING DOCUMENTS**

Notice to Contractor ..... 3  
Instructions to Bidders ..... 4  
Subcontractor Statement ..... 10  
Bidder's Statement of Qualification ..... 11  
Bidder's Questionnaire ..... 13  
Bid Forms ..... 14  
Bid Schedule ..... 19

**SECTION II: GENERAL CONDITIONS ..... 27**

**SECTION III: SUPPLEMENTARY CONDITIONS TO GENERAL CONDITIONS ..... 42**

**SECTION IV: TECHNICAL SPECIFICATIONS ..... 43**

## NOTICE TO CONTRACTORS

Sealed bids will be accepted at the Office of the West Coast Inland Navigation District (WCIND) at 200 East Miami Avenue, Venice, FL 34285 for the furnishing of:

### **BIG CARLOS PASS and NEW PASS DREDGING AND BEACH DISPOSAL**

for the West Coast Inland Navigation District until **1:00 P.M. Local Time, January 6th, 2017**, at which time and place all bids received will be opened. Any bids received after the time and date specified will not be considered.

Bids shall remain in force for 120 days after the opening. Bidders must be licensed to do business in the State of Florida.

#### **Project Description**

The Work consists of furnishing all labor, materials, equipment, and performing all tasks necessary for the dredging of two coastal inlets in south Lee County, Florida. The first is the dredging of Big Carlos Pass to re-align the inlet channel and placement of the dredged material along the outer shoreline north of the inlet along the southwest end of Estero Island. The second project is the hydraulic dredging of the New Pass Navigation Channel and disposal of the sand on Lovers Key to the north. Big Hickory Island is an alternative disposal if directed by WCIND. The mechanical dredging and upland disposal of the small portion of the New Pass project is not part of this project and will be addressed separately by WCIND.

Both projects will be done using a hydraulic dredge. The Contract Drawings show the area of dredging within the inlet systems of Big Carlos Pass and New Pass and the respective disposal areas for each project.



## INSTRUCTIONS TO BIDDERS

### GENERAL:

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. These directions have equal force and weight with Specifications and strict compliance is required with all provisions contained herein.

### PROJECT:

All state and federal permits have been issued and are included with this Contract Documents. Bidders are to rely on the Contract Drawings provided as part of this set of Contract Documents to prepare and submit their bids.

### OWNERS:

West Coast Inland Navigation District (WCIND)  
Lee County Division of Natural Resources (LCDNR)

### ENGINEER:

Big Carlos Pass Project: Humiston & Moore Engineers, 5679 Strand Court, Naples, Florida 34110 (H&M)  
New Pass Project: Coastal Engineering Consultants, Inc., 3106 South Horseshoe Drive, Naples, Florida 34104 (CEC)

### CONDITIONS AFFECTING THE WORK:

The Work is located within the inlet ebb shoal area of Big Carlos Pass and inlet system of New Pass, both located in south Lee County, Florida. The project sites are subject to inlet currents, tides, waves and boat traffic. Bidders are encouraged to visit both inlets and disposal areas to gain familiarity with the site conditions and local environment, examine the Contract Drawings, Specifications, Proposal, and Contract forms and take such steps as may be necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.

### BIDDING DOCUMENTS:

Bidders are to refer to the Bidding Documents as the basis for their proposals. The Bidding Documents consist of the following:

- Bid Form
- No Bid
- Notice to Contractors
- Instructions to Bidders
- Subcontractor Statement
- Bid Schedule
- Bidder's Statement of Qualification
- Bidder's Questionnaire
- General Conditions
- Supplementary Conditions to General Conditions
- Technical Specifications
- Permits
- Contract Drawings
- Addenda Issued Prior to Bid Opening

**ADDENDA:**

Addenda are written or graphic documents issued prior to the receipt of bids which modify or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

Each Bidder shall examine the Bidding Documents carefully and, not later than five (5) calendar days prior to the date for receipt of bids, shall make written request to the OWNER and ENGINEER for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the OWNER or ENGINEER. Only a written interpretation or correction by Addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by any other method.

Prior to the receipt of bids, Addenda will be e-mailed or delivered to each person or firm recorded by WCIND as having received the Bidding Documents and will be available for inspection at the office of WCIND.

**PREPARATION OF BIDS:**

Bids shall be submitted on the proposal forms furnished and submitted in a sealed envelope. The face of the envelope shall contain the name of the CONTRACTOR, the project title, and the date of the bid opening. Bids not submitted on the proper proposal forms may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**EXECUTION OF BID:**

The bid must contain a notarized manual signature of an authorized representative of the Bidder. The bid must be typed or printed in ink. Use of erasable ink is not permitted.

**BIDDER'S REPRESENTATION:**

Each Bidder by making his bid represents that he has read and understands the Bidding Documents and he is familiar with the site and familiarized himself with the local conditions under which the Work is to be performed.

**SUBCONTRACTORS:**

Bidders shall list on the Subcontractor Statement form the names and addresses of subcontractors or other persons or organizations proposed for portions of the Work, including those who are to furnish materials or equipment. The work, materials or equipment to be provided by proposed subcontractors or others shall be described and the percentage of the total bid amount which their work represents shall be indicated.

The Bidder will be required to establish to the satisfaction of the OWNER and the ENGINEER the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work. If prior to the Notice of Award, the ENGINEER notifies the Bidder in writing that either the OWNER or the ENGINEER, after due investigation, has reasonable and substantial objections to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at his option, withdraw his bid without forfeiture of any bid security. If the Bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution, the OWNER may, at his discretion, accept the increased bid price or he may disqualify the Bidder. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the OWNER and the ENGINEER must be used on the Work for which they were proposed and accepted and shall not be changed except with the written approval of the OWNER and the ENGINEER.

### **CERTIFICATES AND LICENSES:**

The CONTRACTOR shall provide notarized copies of all valid licenses and certificates required for the performance of the work.

### **BIDDER'S UNDERSTANDING:**

Prior to the submission of a Bid form, Bidder should examine the Contract Documents, is encouraged to visit the work site, and fully inform themselves as to all existing conditions and limitations that affect the Work to be performed under this Contract.

Each Bidder must submit its Federal Employer Identification Number with his Bid.

Any erasures or other corrections in the Bid forms must be explained or noted over the signature of Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by WCIND.

Clearing and preparation of temporary access, construction access, staging areas, dike construction, and vegetation protection in accordance with all regulatory permits will be the responsibility of the CONTRACTOR subject to prior approval of the OWNER.

### **TYPE OF BID:**

The Bid for the Work is to be submitted on a lump sum or unit cost basis for the completion of the Work described in the Bid Schedule included as part of this Invitation to Bid document.

### **ATTACHMENTS TO BID**

Bidder shall complete and submit with its Bid, the following forms provided herein:

- Sworn Statement on Public Entity Crimes
- Preliminary Construction Plan

Bidder shall complete and submit with its Bid, a qualification and experience record showing Bidder's expertise in open-water channel maintenance dredging and disposal of material in conditions similar to those described for this Project, including working with surveyed control and having sufficient dredge mounted instrumentation for accurate tracking of dredge cut locations and depths.

The record shall be submitted on the enclosed form entitled Qualifications and Experience of Bidder. Such experience record shall provide at least three current or recent projects of similar work, preferably in Florida. For each project, the following information shall be provided:

- Description and location of work.
- Contract amount.
- Dates work was performed.
- Owner.
- Name of owner's contact person and telephone number.

Bidder shall complete and submit with its Bid, a Preliminary Construction Plan that generally describes the means and methods that will be used to prepare the project areas, layout Work, manage site control for dredging within the specified location and elevation limits, and placement of fill from the dredging in the specified location and grade in a manner that meets the State of Florida's water quality standards and state and federal permits, and final tilling and grading of sand placement. The Preliminary Construction Plan shall be submitted on the enclosed form entitled Preliminary Construction Plan. At a minimum, the plan must address the following:

1. Type of equipment to be used.
2. Specifications, including size (both intake and discharge inside diameter) and horsepower of hydraulic dredge demonstrating the dredge plant, boosters, and equipment have the capacity to complete the Project in the Contract Time.
3. Method for transporting materials to the site, and how pipeline will be assembled and the proposed pipeline layout in compliance with the state and federal permit conditions.
4. Areas for staging equipment and materials, including the land-based fill and grading operation, and location of temporary staging of pipeline.
5. Method for controlling turbidity during spoil of material in designated beach fill area, such as use of elongated dikes ahead of beach fill placement.
6. Availability to provide ENGINEER and OWNER with access as needed throughout construction of the project.
7. Specify plan for establishment of site and survey control for borrow area and beach fill to verify both positioning of elevation of dredging and placement of beach fill.
8. Overall order of Work.
9. Anticipated schedule and timing of substantial completion for both projects.
10. Full listing of all Contractor Personnel with titles and contact information.

#### **SUBMISSION OF BIDS**

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be submitted on the Bid forms provided herewith and submitted intact with the entire Section 1 (Bidding Requirements) along with three (3) copies.

The Bid must be submitted in a sealed envelope, so marked as to indicate Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

#### **MODIFICATION OR WITHDRAWAL OF BIDS**

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing and signed by the Bidder and sent by certified mail to the address listed on the front of the Bid documents.

No Bid may be withdrawn after the time scheduled for opening of Bids.

#### **BID SECURITY**

A Bid must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a Bid Bond issued by a Surety authorized to issue such bonds in Florida, in an amount not less than five percent (5%) of the total amount bid. This Bid security shall be given as a guarantee that Bidder will not withdraw its Bid for a period of 120 days after Bid opening.

Within 15 days after the award of the Contract, WCIND will return the Bid securities to all Bidders who are not to be further considered in awarding the Contract.

## **AWARD OF CONTRACT**

WCIND will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, sent electronically and mailed to the office designated in the Bid, or delivered to Bidder's representative.

In the event of failure of the lowest responsive and responsible Bidder to sign the Contract Agreement or provide the additional documents required at the time of Contract execution, WCIND may award the Contract to the next lowest responsible Bidder. Such award, if made, will be made within 30 days after the opening of Bids.

WCIND reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

In the event that only one Bid is determined to be responsive and responsible, WCIND reserves the right to reject that Bid and to re-advertise for bids.

Any award may be conditioned on the subsequent submission of other documents as specified herein. If the successful Bidder fails to submit the requisite documents in the time frame and in the form required by the Contract Documents, WCIND may revoke the award and accept the offer from the next lowest responsive and responsible Bidder deemed qualified or re-advertise for bids.

In accordance with Section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the State or a political subdivision for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that has implemented a drug-free workplace program shall be given preference in the award process.

## **CRITERIA OF AWARD**

Award of this Contract shall be to the lowest, qualified Bid by a Responsible Bidder who, in the judgment of WCIND, meets or exceeds the requirements described herein.

"Responsive" as defined by Section 287.012, Florida Statutes, means a bid that conforms in all material respects to the solicitation. "Responsible Bidder" means a bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

WCIND shall undertake any investigations necessary to evaluate the lowest Bidder's responsibility and to verify the information submitted by Bidder on the required Bid form and attachment. At a minimum, WCIND shall contact the references provided by Bidder as prescribed herein and verify the nature of work performed, the contract amount, and quality of performance with respect to cost and timeliness. Information gathered through said interviews will be used to evaluate the adequacy of Bidder's Preliminary Construction Plan.

WCIND reserves the right to reject any Bidder who has previously failed to perform contracts of a similar nature in a timely or proper manner; or who is not in a position to satisfactorily perform the Contract.

If after Bid opening, the lowest Bidder is deemed not to be responsible, WCIND will provide written notice and explanation of this determination to the lowest Bidder. The Bidder shall have five (5) business days from the date of issuance of this notice to dispute the determination and to provide to WCIND any additional information it deems relevant regarding the Bidder's responsibility.

If the Total Bid Price of the lowest Responsive Bid from a Responsible Bidder, exceeds the funds then estimated by WCIND as available, WCIND may reject all Bids or elect to reduce the scope of the Work.

## **EXECUTION OF CONTRACT**

The successful Bidder shall, within 7 (seven) business days after issuance of the Notice of Award, sign and deliver to WCIND the executed Contract Agreement, together with the following documents:

- Proof of insurance as required by the Contract Documents
- Florida Performance and Payment Bond
- Required licenses and certificates
- Drug Free Workplace Certification (if requested by WCIND to verify bid performance)

Within 15 business days after receiving the signed Contract Agreement from the successful Bidder, WCIND's authorized agent will sign the Contract Agreement. Signature by both parties constitutes execution of the Contract.

## **PERFORMANCE AND PAYMENT BONDS**

The successful Bidder shall file with WCIND, at the time of delivery of the signed Contract Agreement, a Florida Performance and Payment Bond on the form bound herewith, in the full amount of the Contract Price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of Work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the Work by WCIND. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to WCIND, and shall be authorized to do business in the State of Florida.

## **TERMS OF CONTRACT:**

The resulting contract will commence on the date of award and shall be in effect for an agreed upon time period. All work under this contract shall be completed no later than 120 days following commencement of dredging. CONTRACTOR shall commence with mobilization within 60 days of Notice of Award.

**SUBCONTRACTOR STATEMENT**

List below the names and address of all proposed Subcontractors or other persons or organizations, including those who are furnishing materials or equipment. Describe the work, materials or equipment to be provided by each Subcontractor and indicate what percentage of the total work it represents. If no Subcontractors are to be used, indicate none below.

There will be subcontractors for this Work: Yes [ ] No [ ]  
(If 'Yes' continue filling out subcontractor information, make additional sheets if required).

**Subcontractor 1:** \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Work (Check One): Subcontract [ ] Equipment Rental [ ]

Specialty or Equipment Supplied: \_\_\_\_\_

Dollar Amount/Percent of Work: \$ \_\_\_\_\_ / \_\_\_\_\_ percent.  
Insurance provided by: Subcontractor [ ] Prime Contractor [ ]

**Subcontractor 2:** \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Work (Check One): Subcontract [ ] Equipment Rental [ ]

Specialty or Equipment Supplied: \_\_\_\_\_

Dollar Amount/Percent of Work: \$ \_\_\_\_\_ / \_\_\_\_\_ percent.  
Insurance provided by: Subcontractor [ ] Prime Contractor [ ]

**BIDDER'S STATEMENT OF QUALIFICATION  
GENERAL DATA:**

Name of Bidder:

Address of Office Responsible for Supervision of this Bid:

Telephone No.:

Principal:

Person to Whom Questions should be Addressed:

Licenses Held by Bidder:

**REFERENCES:**

List at least three projects of a similar nature and scope in the last seven years that have been successfully completed by Bidder.

Project #1:

Total Dollar Amount:\$

Location:

Owner:

Contact Person:

Telephone Number:

Is Project Complete: Yes [ ] No [ ]

Surety: Bond Amount: \$

Address of Surety:

Engineer/Architect:

Address of Engineer/Architect:

Contact Person for E/A:

Telephone No.



Project #2:  
Location:

Total Dollar Amount:\$

Owner:

Contact Person:

Telephone Number:

Is Project Complete: Yes [ ] No [ ]

Surety: Bond Amount: \$

Address of Surety:

Engineer/Architect:

Address of Engineer/Architect:

Contact Person for E/A:

Telephone No.

Project #3:  
Location:

Total Dollar Amount:\$

Owner:

Contact Person:

Telephone Number:

Is Project Complete: Yes [ ] No [ ]

Surety: Bond Amount: \$

Address of Surety:

Engineer/Architect:

Address of Engineer/Architect:

Contact Person for E/A:

Telephone No.

**BIDDER'S QUESTIONNAIRE**

A. Describe Bidder's proposed method of completing the Work. Specifically on the measures that may be required to prevent the covering of in-progress work while working near the inter-tidal zone, and a time schedule for implementing the phases involved.

---

---

---

---

---

B. What size and type of equipment will you use on this Project, include the dredge, cranes, excavators, front end loaders, barges, dozers, dump trucks, conveyors, trench boxes? What equipment will you purchase or rent for the proposed Work? What is the expected production rate of dredging and beach fill per 24-hour period for this project?

---

---

---

C. What is the total estimated duration of the Work in days and months?

---

---

---

D. List key personnel Bidder proposes to use on this Project including their qualifications and prior experience. Will you sublet any part of this Work? If so, give details.

---

---

---

---

E. What is the last Project of this nature that you have completed?

---

---

---

F. Have you ever failed to complete Work awarded to you: If so, where and why?

---

---

**BID FORMS**

TO: West Coast Inland Navigation District  
ADDRESS: 200 E. Miami Avenue  
Venice, Florida 34285

PROJECT TITLE:

**BIG CARLOS PASS AND  
NEW PASS DREDGING AND BEACH DISPOSAL**

BIDDER'S PERSON TO CONTACT FOR ADDITIONAL INFORMATION:

NAME OF CONTACT: \_\_\_\_\_

\_\_\_\_\_

NAME OF BIDDING FIRM: \_\_\_\_\_

\_\_\_\_\_

BIDDING FIRM'S FEID NO. \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CELL NUMBER: \_\_\_\_\_

E-MAIL \_\_\_\_\_

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of WEST COAST INLAND NAVIGATION DISTRICT (WCIND), and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract. Bidder warrants by submittal of the Bid that no conflicts of interest, actual or perceived, exist between Bidder, subcontractors, parent organizations, or other entities and the government of WCIND, its Board, or its appointed consultant team, including counsel.

Bidder declares that Bidder has carefully examined the Contract Documents for the construction of the Project; that Bidder has been advised by the WCIND to inspect the site; and that Bidder is satisfied as to the quantity and conditions of the Work. Bidder acknowledges that the description of the Work provided herein is brief and is intended only to indicate the general nature of the Work, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this Bid.

Bidder further declares that WCIND will consider Bidder's Total Bid Price to be the sum of the Fixed Prices listed in Exhibit A hereto.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

by \_\_\_\_\_  
(name and title of corporate officer)

of \_\_\_\_\_  
(name of corporation),

a \_\_\_\_\_  
(state or place of incorporation), on behalf of the corporation. He/she is personally known to me or has produced

\_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_ (signature line for notary public)

\_\_\_\_\_ (name of notary type, printed, or stamped)

\_\_\_\_\_ (title or rank)

\_\_\_\_\_ (serial number, if any)

SWORN STATEMENT UNDER SECTION 287.133  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A  
NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the West Coast Inland Navigation District (WCIND), Florida  
by

(print individual's name and title)  
for

(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

\_\_\_\_\_ and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, 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.

I understand that "convicted" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury trial, entry of a plea of guilty or nolo contendere.

I understand that "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime; or  
An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

by \_\_\_\_\_  
(name and title of corporate officer)

of \_\_\_\_\_  
(name of corporation),

a \_\_\_\_\_  
(state or place of incorporation), on behalf of the corporation. He/she is personally known to me or has produced

\_\_\_\_\_  
(type of identification) as identification.

\_\_\_\_\_  
(signature line for notary public)

\_\_\_\_\_  
(name of notary type, printed, or stamped)

\_\_\_\_\_  
(title or rank)

\_\_\_\_\_  
(serial number, if any)

**BID SCHEDULE**

**BIG CARLOS PASS AND  
NEW PASS DREDGING AND BEACH DISPOSAL**

**BASE BID SCHEDULE SUMMARY  
WCIND**

**December 2016**

<b>Item No.</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Big Carlos Pass Mobilization And Demobilization	1	Job	L.S.	\$_____
2	Big Carlos Pass Channel Dredging And Beach Disposal	63,740	cy	\$_____	\$_____
3	New Pass Mobilization And Demobilization	1	Job	L.S.	\$_____
4	New Pass Navigation Dredging And Beach Disposal - LK	66,000	cy	\$_____	\$_____
5	Channel Marker Removal - New Pass	4	Ea	\$_____	\$_____
6	Payment & Performance Bond	1	Job	L.S.	\$_____
	<b>Total:</b>				<u>\$_____</u>

**Note:**

Environmental protection measures, turbidity monitoring, final grading, tilling, and restoration of construction access and staging areas shall be included with the Bidder's unit price for dredging.



**OPTIONAL BID SCHEDULE SUMMARY  
WCIND**

**December 2016**

Item No.	Item Description	Estimated Quantity	Unit	Unit Cost	Total Cost
O1	New Pass Navigation Dredging And Beach Disposal - BHI	66,000	cy	\$ _____	\$ _____
O2	Supplemental Mobilization From Lovers Key Disposal Area to Big Hickory Island Disposal Area	1	Job	L.S.	\$ _____

**Note:**

Option 1 – WCIND and Lee County desire to have the option to construct the New Pass project utilizing the Big Hickory Island (BHI) Disposal Area versus the Lovers Key Disposal Area.

Option 2 – WCIND and Lee County desire to have the option to construct the New Pass project utilizing both disposal areas. Costs for resetting the pipeline from the Lovers Key Disposal Area to the Big Hickory Island Disposal Area are to be included in the Optional Bid Item O2.

WCIND’s decision to not exercise the option of executing the Optional Bid Items shall not be a basis of claim for additional costs or time.

**SAMPLE CONTRACT AGREEMENT**

This **CONTRACT AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between WESTCOAST INLAND NAVIGATION DISTRICT, a governmental entity, hereinafter referred to as "WCIND," and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_, hereinafter referred to as "CONTRACTOR":

**WITNESSETH**, that for and in consideration of the mutual covenants herein contained, running from each of the parties to the other, the parties hereto have agreed as follows:

CONTRACTOR shall furnish all the materials, and perform all of the Work in the manner and form as provided by the specifications and documents for West Coast Inland Navigation District Emergency Beach Fill Placement on Longboat Key Using Longboat Pass Flood Shoal Sand Traps, which are attached hereto, referred to as "Contract Documents," and made a part hereof as if fully contained herein.

In consideration of performance of the Work as set forth in these Contract Documents, WCIND agrees to pay to CONTRACTOR the amount of \$ \_\_\_\_\_ (\_\_\_\_\_ dollars) representing the Total Bid Price listed on the Bid Schedule contained herein and to make such payments in the manner and at the times provided in the Contract Documents.

WCIND shall make payments based upon the percentage completion and acceptance of each pay item no more frequently than once per month. Payments shall be subject to retainage of ten (10) percent to be distributed to CONTRACTOR upon final completion notice.

CONTRACTOR agrees to complete the Work within the time specified in the Contract Documents and to accept as full payment hereunder the amount listed in Paragraph No. 2 above.

In the event that CONTRACTOR shall fail to complete the Work within the time limit provided in the Contract Documents, liquidated damages shall be paid at the rate of **One Thousand Five Hundred Dollars (\$1,500.00) per day** for each day in default. Sundays and legal holidays shall be excluded in determining days in default.

With respect to any litigation arising out of or relating to this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, costs, and expenses.

CONTRACTOR and WCIND agree that this Contract shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought under this Contract or these Contract Documents shall be in Sarasota County, Florida.

**IN WITNESS WHEREOF**, the Parties hereto set their hands on the day and year first above written.

Signed and delivered  
in the presence of:  
West Coast Inland Navigation  
District:

By: \_\_\_\_\_  
Justin McBride

ATTEST:  
Title: Executive Director

CONTRACTOR:  
Witnesses as to CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form and Correctness:

Attorney  
West Coast Inland Navigation District

**FLORIDA PERFORMANCE AND PAYMENT BOND**

Public Construction Bond

By this Bond, we \_\_\_\_\_, as Principal and \_\_\_\_\_, as Surety, are bound to the West Coast Inland Navigation District, Florida, herein called WCIND, in the sum of \$ \_\_\_\_\_, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally are liable.

THE CONDITION OF THIS BOND IS that if Principal:

Performs this Contract dated \_\_\_\_\_, 2016, between Principal and WCIND for construction of the **BIG CARLOS PASS and NEW PASS DREDGING AND BEACH DISPOSAL** projects. The inlets are located in Lee County and the beach fill will be in the locations as shown on the Contract Drawings. The Contract is being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

Pays WCIND all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, that WCIND sustains because of default by Principal, or faulty workmanship or material furnished or used by Principal, under this Contract; and

Performs the guarantee of work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise, it remains in full force.

Any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Date: \_\_\_\_\_, 2016

PRINCIPAL

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of 2016,

by \_\_\_\_\_  
(name and title of corporate officer)

of \_\_\_\_\_  
(name of corporation),

a \_\_\_\_\_  
(state or place of corporation), on behalf of this corporation. He/she is personally known to me or has

produced \_\_\_\_\_  
(type of identification) as identification.

\_\_\_\_\_  
(signature line for notary public)

\_\_\_\_\_  
(name of notary type, printed, or stamped)

\_\_\_\_\_  
(title or rank)

\_\_\_\_\_  
(serial number, if any)

Date: \_\_\_\_\_, 2016

SURETY

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of 2016,

by \_\_\_\_\_  
(name and title of corporate officer)

of \_\_\_\_\_  
(name of corporation),

a \_\_\_\_\_  
(state or place of corporation), on behalf of this corporation. He/she is personally known to me or has  
produced \_\_\_\_\_  
(type of identification) as identification.

\_\_\_\_\_  
(signature line for notary public)

\_\_\_\_\_  
(name of notary type, printed, or stamped)

\_\_\_\_\_  
(title or rank)

\_\_\_\_\_  
(serial number, if any)

**CONTRACTOR is required to execute and deliver the original copy of this Bond to the West Coast Inland Navigation District, Florida.**

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_  
(name of business) does:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid, a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

NAME OF BIDDER \_\_\_\_\_  
\_\_\_\_\_

**CONTRACT FOR WEST COAST INLAND NAVIGATION DISTRICT  
BIG CARLOS PASS and NEW PASS DREDGING AND BEACH DISPOSAL**

**GENERAL CONDITIONS**

**1. INTENT OF CONTRACT DOCUMENTS**

1.1 It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If before or during the performance of the Work, CONTRACTOR discovers a conflict, error or discrepancy in the Contract Documents, CONTRACTOR immediately shall report same to the ENGINEER and OWNER in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the OWNER and ENGINEER. CONTRACTOR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to CONTRACTOR with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, CONTRACTOR shall be required to comply with the provision which is the more restrictive or stringent requirement upon the CONTRACTOR, as determined by the OWNER and ENGINEER. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the Contract must be made in writing by the OWNER.

1.5. CONTRACT DOCUMENTS: The following documents shall comprise the Contract Documents:

- a. The Bidding Documents.
- b. General Conditions.
- c. Supplementary Conditions.
- d. Technical Specifications.
- e. This Contract

**2. INVESTIGATION AND UTILITIES**

2.1. CONTRACTOR shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface



materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of CONTRACTOR to acquaint itself with any applicable conditions shall not relieve CONTRACTOR from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. CONTRACTOR shall be responsible for locating all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project Site, said roadways, railways, drainage facilities and utilities being referred to herein as the "Utilities". CONTRACTOR shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. CONTRACTOR shall schedule and coordinate its Work around any such relocation or temporary service interruption. CONTRACTOR shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

2.3 The CONTRACTOR shall be responsible for applying for and obtaining all permits necessary for the work from the applicable government agencies, specifically the Town of Ft. Myers Beach and City of Bonita Springs, and the U.S. Coast Guard for the *Notice to Mariners*, as needed, unless otherwise obtained by the OWNER or ENGINEER. State and federal permits have been obtained by WCIND and Lee County are provided as part of these documents.

### **3. SCHEDULE**

3.1. The CONTRACTOR, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to the OWNER and ENGINEER, for review and approval, a detailed progress schedule for the Project. The progress schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work including mobilization and demobilization.

3.2. The progress schedule shall be updated weekly by the CONTRACTOR. All weekly updates to the progress schedule shall be subject to the ENGINEER's or OWNER's review and approval.

3.3. The CONTRACTOR shall document daily progress and coordination of all project construction monitoring requirements and complete and file all necessary daily reports with ENGINEER as called for in the Technical Specifications.

### **4. PROGRESS PAYMENTS**

4.1. Prior to submitting its first monthly Application for Payment, CONTRACTOR shall submit to OWNER and ENGINEER, for review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the OWNER and ENGINEER, this schedule of values shall be used as the basis for the CONTRACTOR's monthly Applications for Payment.

4.2. Prior to submitting first monthly Application for Payment, CONTRACTOR shall submit to the OWNER a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. After request for mobilization, the first Application for Payment for dredging shall be submitted no earlier than thirty (30) days after the Mobilization.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the OWNER in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, that the materials meet the specifications along with evidence that

the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which shall be subject to the OWNER's satisfaction.

4.4. CONTRACTOR shall submit its monthly Application for Payment to the ENGINEER on or before the 25<sup>th</sup> day of each month for work performed during the previous month. Invoices received after the 25<sup>th</sup> day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the ENGINEER shall either:

- 4.4.1. indicate approval of the requested payment,
- 4.4.2. indicate approval of only a portion of the requested payment, stating in writing his reasons therefore; or
- 4.4.3. return the Application for Payment to the CONTRACTOR indicating, in writing, the reason for refusing to approve payment.
- 4.4.4. indicate a total denial and return of the Application for Payment by the ENGINEER, the CONTRACTOR may make the necessary corrections and resubmit the Application for Payment. The OWNER shall, within thirty (30) calendar days after the ENGINEER's approval of an Application for Payment, pay the CONTRACTOR the amounts so approved, provided, however, in no event that the OWNER be obligated to pay any amount greater than that portion of the Application for Payment approved by the ENGINEER. The pay requests and related response by ENGINEER may be done electronically.

4.5. The OWNER shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the ENGINEER for payment, whichever is less. Such sum shall be accumulated and not released to CONTRACTOR until final payment is due upon final acceptance of project by OWNER and ENGINEER.

4.6. Monthly payments to CONTRACTOR shall in no way imply, or otherwise be considered approval or acceptance of CONTRACTOR's work.

## **5. PAYMENTS WITHHELD**

5.1. The ENGINEER may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The ENGINEER may nullify the whole or any part of any approval for payment previously issued and the OWNER may withhold any agreement between the OWNER and CONTRACTOR, to such extent as may be necessary in the OWNER's opinion to protect it from loss because of:

- 5.1.1. Defective Work not remedied;
- 5.1.2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- 5.1.3. Failure of CONTRACTOR to make payment properly to subcontractors or for labor, materials or equipment;
- 5.1.4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- 5.1.5. Reasonable indication that the Work will not be completed within the Contract Time;
- 5.1.6. Unsatisfactory prosecution of the Work by the CONTRACTOR, or
- 5.1.7. Any other material breach of the Contract Documents.

If these conditions in Subsection 5.1 are not remedied or removed, the OWNER may, after three (3) days written notice, rectify the same at CONTRACTOR's expense. The OWNER also may offset against any sums due CONTRACTOR the amount of any liquidated or unliquidated obligations of CONTRACTOR whether relating to or arising out of this Agreement or any other agreement between CONTRACTOR and the ENGINEER.

## **6. FINAL PAYMENT**

6.1. The OWNER shall make final payment to CONTRACTOR within thirty (30) calendar days after:

6.1.1 The Work is finally inspected and accepted by both the OWNER and the ENGINEER, provided that CONTRACTOR first, and as an explicit condition precedent to the accrual of CONTRACTOR's right to final payment, shall have furnished the OWNER with any and all documentation that may be required by the Contract Documents and the OWNER, and

6.1.2 The Work is inspected and final approval is given by all applicable government agencies, as deemed necessary.

6.2. CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims by CONTRACTOR against the OWNER and ENGINEER arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by CONTRACTOR as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the OWNER shall be deemed to be a waiver of the OWNER's right to enforce any obligations of CONTRACTOR hereunder or to the recovery of damages for defective Work not discovered by the ENGINEER at the time of final inspection.

## **7. CONTRACT TIME AND TIME EXTENSIONS**

7.1. CONTRACTOR is advised that the navigable conditions within Big Carlos Pass and New Pass, and restoration of the eroded shorelines within the influence of the inlet are of a high priority for the WCIND, the Town of Ft. Myers Beach and Lee County. CONTRACTOR shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by CONTRACTOR. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the OWNER's suppliers and CONTRACTOR. The required time to substantially complete the work is 120 days after commencement of dredging and placement of beach fill. CONTRACTOR shall be considered mobilized and available for 60% payment of mobilization costs when CONTRACTOR has successfully demonstrated dredging and placement of 2,000 cy of sand in a 24-hour period. Satisfaction of this requirement for mobilization for New Pass shall qualify for the 40% balance of the Big Carlos mobilization item subject to satisfaction of any punchlist items and acceptance by the ENGINEER.

7.1.1. The Order of Work shall be completion of the Big Carlos Pass project first and then completion of the New Pass project.

7.2. Should CONTRACTOR be obstructed or delayed in the prosecution or completion of the Work as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, CONTRACTOR shall notify the OWNER in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

7.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whole or in part, shall relieve CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from the OWNER. CONTRACTOR expressly

acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against the OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

7.4. The performance of work under the contract may be terminated by the OWNER in whole or in part whenever the OWNER determines that termination is in the OWNER's best interest. Any such termination shall be effected by the delivery to the CONTRACTOR of a written notice of termination of at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the CONTRACTOR shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

7.5. The OWNER reserves the right to terminate the contract if the OWNER determines that the CONTRACTOR has failed to perform satisfactorily the work required, as determined by the OWNER. In the event the OWNER decides to terminate the contract for failure to perform satisfactorily, the OWNER shall give to the CONTRACTOR at least fifteen (15) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the OWNER. If the CONTRACTOR fails to cure the default within the fifteen (15) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the CONTRACTOR shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the CONTRACTOR up to the date of termination that were accepted by the OWNER prior to the termination. In the event the OWNER terminates the contract because of the default of the CONTRACTOR, the CONTRACTOR shall be liable for all excess costs that the OWNER is required to expend to complete the work under contract.

## **8. CHANGES IN THE WORK**

8.1. The OWNER shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, CONTRACTOR shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the OWNER, and the OWNER shall not be liable to the CONTRACTOR for any increased compensation without such written order.

## **9. CLAIMS AND DISPUTES**

9.1. A claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

9.2. Claims by the CONTRACTOR shall be made in writing to the OWNER within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the CONTRACTOR shall be deemed to have waived the Claim. Written supporting data shall be submitted to the OWNER within fifteen (15) calendar days after the occurrence of the event, unless the OWNER grants additional time in writing, or else the CONTRACTOR shall be deemed to have waived the Claim.

9.3. The CONTRACTOR shall proceed diligently with its performance as directed by the OWNER, regardless of any pending claim, action, suit or administrative proceeding, unless otherwise agreed to by the OWNER in writing. The OWNER shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

## **10. COMPLIANCE WITH LAWS**

10.1. CONTRACTOR agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If CONTRACTOR observes that the Contract Documents are at variance therewith, it shall promptly notify the ENGINEER in writing.

## **11. CLEANUP AND PROTECTIONS**

11.1. CONTRACTOR agrees to keep the Project Site including all areas used for staging clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, CONTRACTOR shall remove all debris, rubbish and waste materials from and about the Project Site and staging area, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project Site and staging area clean and ready for occupancy by the OWNER.

11.2. CONTRACTOR shall exercise extreme care and caution for protection of the public at all time during construction. CONTRACTOR shall establish a Work Zone consisting of 500 feet at a time along the beach and shall assign a Safety Officer along with fencing and signage to keep beach goers and pedestrians out of the Work Zone. When traversing the beach with equipment, CONTRACTOR shall have a spotter ahead of the equipment to escort the equipment to its destination and ensure safety to the public.

## **12. ASSIGNMENT**

12.1. CONTRACTOR shall not assign this Agreement or any part thereof, without the prior consent in writing of the OWNER. If CONTRACTOR does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and assume toward CONTRACTOR all of the obligations and responsibilities that CONTRACTOR has assumed toward the OWNER.

## **13. PERMITS**

13.1. CONTRACTOR is responsible for acquiring all necessary local permits and fees associated with the local permits and coordination with the U.S. Coast Guard. OWNER is responsible for obtaining the required State DEP and Federal USACE regulatory permits.

## **14. TERMINATION FOR DEFAULT**

14.1. CONTRACTOR shall be considered in material default of the Agreement and such default shall be considered cause for the OWNER to terminate the Agreement, in whole or in part, as further set forth in this Section, if CONTRACTOR: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the ENGINEER or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

14.2. The OWNER shall notify CONTRACTOR in writing of CONTRACTOR's default(s). If the OWNER determines that CONTRACTOR has not remedied and cured the default(s) within seven (7) calendar days following receipt by CONTRACTOR of said written notice, then the OWNER, at its option, without releasing or waiving its rights and remedies against the CONTRACTOR's sureties and without prejudice

to any other right or remedy it may be entitled to hereunder or by law, may terminate CONTRACTOR's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of CONTRACTOR, take assignments of any of CONTRACTOR's subcontracts and purchase orders, and complete all or any portion of CONTRACTOR's Work by whatever means, method or agency which the OWNER, in its sole discretion, may choose.

14.3. If the OWNER deems any of the foregoing remedies necessary, CONTRACTOR agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including ENGINEER and attorney's fees) or damages incurred by the OWNER incident to such completion, shall be deducted from the Contract Amount. CONTRACTOR agrees to pay promptly to the OWNER on demand the full amount (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the OWNER to complete the Work, such excess shall be paid to the CONTRACTOR. The amount to be paid to the CONTRACTOR, shall be approved by the ENGINEER, upon application, and this obligation for payment shall survive termination of the Agreement.

14.4. The liability of CONTRACTOR hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by The OWNER in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands suits, and judgments pertaining to or arising out of the Work hereunder.

## **15. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

15.1. The OWNER shall have the right to terminate this Agreement without cause upon five (5) calendar days written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against the OWNER shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but CONTRACTOR shall not be entitled to any other or further recovery against the OWNER, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

15.2. The OWNER shall have the right to suspend all or any portions of the Work upon giving CONTRACTOR not less than seven (7) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, CONTRACTOR's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the CONTRACTOR be entitled to any additional compensation or damages beyond compensation for costs of materials delivered to site. Provided, however, if the ordered suspension exceeds six (6) months, the CONTRACTOR shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

15.3 Notwithstanding the notice requirements of Sections 15.1 and 15.2 above, the OWNER and/or the ENGINEER may suspend, or terminate this contract with no advanced notice to the CONTRACTOR if:

- 15.3.1 The license of the CONTRACTOR, or a subcontractor performing work under this contract, which is required to perform the work, lapses, or is otherwise terminated, suspended or revoked while the CONTRACTOR is performing the Work;
- 15.3.2 Any policy of insurance required under this contract lapses, is terminated, suspended or is revoked while the CONTRACTOR is performing the Work; or

15.3.3 The ENGINEER or OWNER determines, in its sole discretion that the CONTRACTOR, or subcontractors, are performing in such a manner so as to provide an unreasonable risk of personal injury or property damage.

15.4. The OWNER shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the CONTRACTOR. If the OWNER reasonably rejects staff or subcontractors, the CONTRACTOR must provide replacement staff or subcontractors satisfactory to the OWNER in a timely manner and at no additional cost to the OWNER. The day-to-day supervision and control of the CONTRACTOR's employees and subcontractors is the responsibility solely of the CONTRACTOR.

## **16. COMPLETION**

16.1. When the entire Work (or any portion thereof designated in writing by the OWNER) is ready for its intended use, CONTRACTOR shall notify the ENGINEER in writing that the entire Work (or such designated portion) is substantially complete and request that the ENGINEER issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). OWNER shall conduct a post dredge survey to verify completion and for basis of pay quantity. In addition, the survey shall include the beach fill to ensure appropriate fill placement within permit compliance. Should CONTRACTOR dispute the pay survey or beach fill survey, such dispute must be based on certified surveys conducted under the direct supervision of a professional surveyor registered in the State of Florida. Refer to Technical Specifications Section TS-6 for Record Drawings and Daily Reports. Within a reasonable time thereafter, the OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the OWNER and ENGINEER do not consider the Work (or designated portion) substantially complete, the ENGINEER shall notify CONTRACTOR in writing giving the reasons therefore. If the OWNER and ENGINEER consider the Work (or designated portion) substantially complete, the ENGINEER shall prepare and deliver to CONTRACTOR a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch list of items to be completed or corrected by CONTRACTOR before final payment. The OWNER shall have the right to exclude CONTRACTOR from the Work and Project Site (or designated portion thereof) after the date of Substantial Completion, but the OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative punch list.

16.2. Upon receipt of written certification by CONTRACTOR that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ENGINEER will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspection, and the CONTRACTOR's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due CONTRACTOR is due and payable. Neither the final payment nor the retainage shall become due and payable until CONTRACTOR submits: all survey information and supporting data establishing payment or satisfaction of all obligations, such as receipt, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the OWNER. The OWNER reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the ENGINEER may have issued his recommendations. Unless and until the OWNER is completely satisfied, neither the final payment nor the retainage shall become due and payable.

## **17. WARRANTY**

17.1. CONTRACTOR shall obtain and assign to the OWNER all express warranties given to CONTRACTOR or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the project. CONTRACTOR warrants to the OWNER that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents.

CONTRACTOR further warrants to the OWNER that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, CONTRACTOR shall correct it promptly after receipt of written notice from the OWNER. CONTRACTOR shall also be responsible for any pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the OWNER is entitled as a matter of law.

## **18. TESTS AND INSPECTIONS**

18.1. The OWNER, its respective representatives, agents, and governmental agencies with jurisdiction over the Project shall have access at all time to the Work, whether the Work is being performed on or off of the Project Site, for their observation, inspection and testing. CONTRACTOR shall provide proper, safe conditions for such access. CONTRACTOR shall provide ENGINEER with timely notice of readiness of the Work for all required inspections, tests or approvals and shall provide ENGINEER with transport for collecting required data such as turbidity measurements.

18.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project require any portion of the Work to be specifically inspected, tested or approved, CONTRACTOR shall assume full responsibility, therefore, and pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, testing, or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the ENGINEER and the OWNER.

18.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the ENGINEER, such Work must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from ENGINEER, such Work must, if requested by ENGINEER, be uncovered for ENGINEER's observation and be replaced at CONTRACTOR's sole expense.

18.4. Neither observations nor other actions by the ENGINEER, nor inspections, tests or approvals by others, shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

## **19. DEFECTIVE WORK**

19.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by ENGINEER, CONTRACTOR shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by ENGINEER, remove it from the site and replace it with undefective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of Engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the OWNER harmless for same.

19.2. If the OWNER or ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at the OWNER's or ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection or tests as the ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the OWNER shall be entitled to an appropriate decrease in the Contract Amount. If,



however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

19.3. If any portion of the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER or ENGINEER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the ENGINEER to stop the Work shall not give rise to any duty on the part of the OWNER or ENGINEER to exercise this right for the benefit of CONTRACTOR or any other party.

19.4. Should the OWNER determine, at its sole opinion, it is in the OWNER's best interest to accept defective Work, the OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the OWNER's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the OWNER accepts such defective Work after final payment, CONTRACTOR shall promptly pay the OWNER an appropriate amount to adequately compensate the OWNER for its acceptance of the defective Work.

19.5. If CONTRACTOR fails, within a reasonable time after the written notice from the OWNER or ENGINEER, to correct defective Work or to remove and replace rejected defective Work as required by ENGINEER, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any of the provisions of the Contract Documents, the OWNER may, after seven (7) days written notice to CONTRACTOR, correct and remedy any such deficiency. The ENGINEER, in its sole and absolute discretion, shall determine the amount of time which is reasonably necessary for the CONTRACTOR to correct, remove or replace defective Work. To the extent necessary to complete corrective and remedial action, the OWNER may exclude CONTRACTOR from any or all of the Project Site, take possession of all or any part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Project Site and incorporate in the Work all materials and equipment stored at the Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the OWNER and its respective representatives, agents, and employees such access to the Project Site as may be necessary to enable the OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the OWNER in exercising such rights and remedies shall be charged against CONTRACTOR, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement or work of others destroyed or damaged by CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the OWNER of the OWNER's rights and remedies hereunder.

## **20. SUPERVISION AND SUPERINTENDENTS**

20.1. CONTRACTOR shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the OWNER and ENGINEER except under extraordinary circumstances. The superintendent shall be CONTRACTOR's representative at the Project Site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The OWNER shall have the right to direct CONTRACTOR to remove and replace its Project superintendent, with or without cause.

20.2 The ENGINEER, as designated by the OWNER, shall have the authority to act on behalf of the OWNER as specified in this Contract, when deemed appropriate by OWNER.

## **21. PROTECTION OF WORK**

21.1. CONTRACTOR shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If CONTRACTOR or any one for whom CONTRACTOR is legally liable is responsible for any loss or damage to the Work, or other Work or materials of the OWNER or the OWNER's separate contractors, CONTRACTOR shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due CONTRACTOR.

21.2 The OWNER shall have no responsibility to maintain or protect the property, equipment, material, or supplies of the CONTRACTOR or subcontractors while such property is located on the OWNER's premises. The CONTRACTOR acknowledges that it is solely responsible for its own property. Nothing in this contract shall be construed to establish any bailment or create a bailor/bailee relationship amongst the parties.

21.3. CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

21.4. CONTRACTOR shall not disturb any benchmark established by the ENGINEER or governmental agency with respect to the Project. If CONTRACTOR, or its subcontractors, agents or anyone for whom CONTRACTOR is legally liable, disturbs the ENGINEER's benchmark, CONTRACTOR shall immediately notify the OWNER and ENGINEER. The CONTRACTOR shall reestablish the benchmark using a professional surveyor and mapper registered in the State of Florida to the satisfaction of the ENGINEER; otherwise the ENGINEER shall reestablish the benchmark and CONTRACTOR shall be liable for all costs incurred by the OWNER associated therewith.

## **22. EMERGENCIES**

22.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, CONTRACTOR, without special instructions or authorization from the OWNER or ENGINEER is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER written notice within twenty-four (24) hours after the occurrence of the emergency, if CONTRACTOR believes that after the occurrence of the emergency any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If CONTRACTOR fails to provide the forty-eight (48) hour written notice noted above, the CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

## **23. USE OF PREMISES**

23.1. CONTRACTOR shall coordinate with the OWNER, and under the direction of the OWNER shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project Site with construction equipment or other material or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the OWNER or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

23.2 The OWNER may identify a “staging area” or “areas” for which the CONTRACTOR shall utilize to access the portions of the Project Site where the Work shall take place. The CONTRACTOR agrees to keep its equipment, material, supplies staff and employees (including that of subcontractors) in the staging area as necessary to avoid disruption and inconvenience to the occupants and residents of the OWNER. Should CONTRACTOR utilize areas not covered in the regulatory permits for staging, the CONTRACTOR is responsible for securing authorization to use those areas.

## **24. SAFETY**

24.1. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 24.1.1 All employees on the work and other persons and/or organizations who may be affected thereby;
- 24.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- 24.1.3 Other property on Project Site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.
- 24.1.4 Boat traffic from collisions with pipelines associated with the project. Both inlets are heavily used by small to medium size recreational vessels. All pipeline shall be clearly marked to minimize the potential for boat strikes to the pipelines, submerged and floating. CONTRACTOR shall USCG standards for all buoys and markers along the pipeline.

24.2 CONTRACTOR shall comply with all applicable codes laws, ordinances, rules and regulations of any public body having jurisdiction for the safety or persons or property or to protect them from damage, injury or loss. CONTRACTOR shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. CONTRACTOR’s duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the OWNER has occurred.

24.3 CONTRACTOR shall designate a responsible representative at the Project Site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR’s superintendent unless otherwise designated in writing by CONTRACTOR to the OWNER.

## **25. PROJECT MEETINGS**

25.1. Prior to the commencement of Work, the CONTRACTOR shall attend two mandatory preconstruction meetings to be scheduled for the same day. One will be with the regulatory agencies, monitors, ENGINEER and OWNER. The second will be a preconstruction conference with the ENGINEER, OWNER, and others as appropriate to discuss the Progress Schedule, procedures for other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the CONTRACTOR shall attend any and all meetings convened by the ENGINEER or the OWNER with respect to the Project, when directed to do so. Meetings shall be at least bi-weekly as scheduled by the ENGINEER or OWNER. CONTRACTOR shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the OWNER or ENGINEER.

## **26. HOURS OF WORK**

26.1 Work within the work area of the Project shall be allowed to be continuous 24 hours per day, 7 days per week, and all work shall adhere to the conditions of the regulatory permits and in compliance with local requirements of Lee County, the Town of Ft. Myers Beach, and the City of Bonita Springs, as appropriate.

## **27. INDEMNIFICATION AND INSURANCE**

27.1 CONTRACTOR will purchase and maintain such insurance as will protect CONTRACTOR from claims under Worker's Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees including claims insured by usual personal injury, sickness and disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any and all of which may arise out of or result from CONTRACTOR's operations under the Contract Documents, whether such operations be by itself or any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance.

27.2 As a prerequisite to WCIND signing the Contract Agreement, CONTRACTOR will file with WCIND two (2) copies of a certificate of insurance acceptable to WCIND.

27.3 The certificate of insurance will show the effectiveness of all required insurance for CONTRACTOR and for each of its subcontractors. The certificate of insurance shall state that WCIND will be notified in writing at least fifteen (15) days prior to the cancellation of any policies required of CONTRACTOR, state that the coverage is primary, and shall be in the types and amounts stated in the Contract Documents. Certificates should include producer's phone number and reference the name of the Project.

27.4 No work shall commence under this Contract until WCIND's authorized representative has given written approval of the insurance certificates.

27.5 The certificate of insurance must contain the following limits:

27.5.1 Workers' Compensation – Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a minimum limit of \$1,000,000.00 for each accident. The certificate shall include a waiver of subrogation from the carrier. In addition, Worker's Compensation coverage shall be endorsed to include federal Longshore and Harbor Workers' Act coverage and Maritime Employers Liability (Jones Act) coverage with minimum limits of \$500,000.00 per occurrence for employees working in, on, or near navigable waters.

27.5.2 Commercial General Liability – Shall have minimum limits of \$1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations Broad Form Property Damage, XCU Coverage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. WCIND, its Board members, officers and employees, and Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials shall be included as an Additional Insured.

27.5.3 Business Automobile Policy – Shall have minimum limits of \$1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership and be based on an occurrence basis.

27.5.4 Watercraft Liability or P&I – Shall have minimum limits of \$1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. Said coverage must be on an occurrence basis. WCIND, its Board members, and employees shall be included as an Additional Insured.

27.6 It shall be the responsibility of CONTRACTOR to ensure that all subcontractors carry Workers' Compensation, General Liability, and Automobile Liability insurance in compliance with statutory limits.

27.8 CONTRACTOR agrees that the requested insurance coverages are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by CONTRACTOR, its agents, employees, subcontractors, etc.

## **28. LAWS, ORDINANCES AND REGULATIONS**

28.1 The Work shall conform to the requirements of all local, state, and federal laws, ordinances, and regulations. CONTRACTOR will be required to execute the sworn statement demonstrating that WCIND informed CONTRACTOR of the provisions of Section 287.133(2)(a), Florida Statutes, concerning public entity crimes, a form for which is attached.

28.2 CONTRACTOR shall ensure that the Work is completed in a manner that complies with all permits specifically procured for this Project as well as all federal, state and local laws and regulations controlling the pollution of the environment. CONTRACTOR shall have the necessary equipment and services of a qualified professional surveyor to verify dredging compliance with specified location and depths of dredging and placement of beach fill in accordance with the Contract Drawings. CONTRACTOR shall take necessary precautions to prevent pollution of all bodies of water with sediment, fuels, oils, chemicals, or other harmful materials and to prevent adverse impacts to the native flora and fauna of the Project site.

## **29. INDEMNIFICATION**

WCIND shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by CONTRACTOR and its employees and agents of its obligations under the provisions of this Agreement. CONTRACTOR shall indemnify and hold harmless WCIND, its agents and employees and Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account or arising out of or resulting from any negligent act or omission of CONTRACTOR in performance of the Work. WCIND and CONTRACTOR acknowledge that the first ten dollars (\$10.00) of the compensation paid CONTRACTOR for its work hereunder shall be deemed specific consideration for this indemnification. CONTRACTOR shall fund the foregoing indemnification by providing the insurance coverages set forth in the Contract Documents.

## **30. CLEANING UP**

30.1 CONTRACTOR will keep all work areas free from accumulations of waste materials, rubbish and other debris resulting from the Work. At completion, CONTRACTOR will remove all waste materials, rubbish and debris from and about the Work areas as well as all tools, construction equipment and machinery, and surplus materials.

30.2 CONTRACTOR will restore to an original condition those areas that were not designated for alteration by the Contract Documents, but became altered by the actions of CONTRACTOR or its Subcontractors during the course of the Work.

30.3 If CONTRACTOR fails to clean up or restore areas as provided in the Contract Documents, WCIND may do so and the cost thereof shall be deducted from the final retainage due CONTRACTOR.

### **31. RESPONSIBILITIES OF SCHEDULING WORK**

31.1 Throughout construction, CONTRACTOR will provide daily reports, turbidity monitoring data, and dredge positioning data to ensure project compliance throughout the project. Pay surveys will be conducted by OWNER to verify project dredging and completion upon request from CONTRACTOR once the project is completed. Should there be areas of deficiency where additional dredging is required to achieve the design cut, the Pay Request shall not be submitted by the CONTRACTOR until the survey verifies project completion. Following acceptance of Mobilization for Big Carlos Pass Dredging, there shall be one or more pay requests for dredging and beach disposal followed by a demobilization request upon final project acceptance by WCIND of the Big Carlos Pass Dredging Work. CONTRACTOR shall then remobilize to the New Pass project. Following acceptance of Mobilization for New Pass Dredging, there shall be one or more pay requests for dredging and beach disposal followed by a demobilization request upon final project acceptance by OWNER of the New Pass Dredging Work. Prior to de-mobilizing subsequent to the completion of the Work, ENGINEER and OWNER will review progress survey data and dredge tracking data, both to be provided by the CONTRACTOR to verify compliance with the regulatory permits, areas of authorized Work, and to determine if the Project is considered complete. This shall be done for both Big Carlos Dredging and New Pass Dredging Projects.

31.2 CONTRACTOR shall have a copy of all regulatory authorizations or permits on site at all times complete with all attachments, plans, specifications and modifications.

31.3 CONTRACTOR shall arrange to have marked the area of dredging with buoys and staked the limits of fill for review prior to construction for review and acceptance by ENGINEER and OWNER. Vertical and horizontal control points will be established by CONTRACTOR's surveyor for acceptance by OWNER prior to construction. It will be the CONTRACTOR's responsibility to maintain those control points. Copies of survey notes used to establish the inlet channel location and fill areas will be provided to ENGINEER in advance of acceptance of the layout of the Work.

31.4 CONTRACTOR will complete all Work in accordance with the Contract Documents within 120 consecutive calendar days of commencement of dredging and placement of beach fill.

31.5 WCIND shall prepare any agency-required Project Completion forms and shall file these forms in accordance with permit requirements after completion of the permitted construction activity.

## **SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS**

The numbering of the items listed below refers to the applicable paragraph of the Standard General Conditions which is modified by these Supplementary Conditions.

SC-2.3 OWNER has provided regulatory authorization from the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers. All other regulatory approvals such as local building permits shall be the responsibility of the CONTRACTOR. CONTRACTOR shall be responsible for notification of the U.S. Coast Guard according to Coast Guard Regulations concerning marine construction activities.

SC-3.3 Daily Reports of Construction Operations will be provided directly to the ENGINEER within 24 hours of the daily completed activity. Reports shall be submitted electronically to the ENGINEER for the respective projects and may also be provided to the on-site representative of the OWNER. This daily report shall include a Daily Quality Control Report, including all required environmental monitoring including but not limited to turbidity data, construction progress, and dredge tracking data and shall be submitted by 12:00 noon on the day following the day for which the activity is being reported. Mobilization, progress and/or final payment to the CONTRACTOR shall be withheld until all of the required CONTRACTOR's Daily Reports of Construction Operations have been submitted to the ENGINEER or OWNER. The preferred method of submittal is by e-mail. OWNER reserves the right to suspend construction if the CONTRACTOR's Daily Reports of Construction Operations are incomplete or overdue.

**TECHNICAL SPECIFICATIONS**  
**WEST COAST INLAND NAVIGATION DISTRICT**  
**BIG CARLOS PASS & NEW PASS**  
**DREDGING AND BEACH DISPOSAL**

**November 2016**

TS-1.0	Definitions .....	44
TS-2.0	Scope of Work .....	45
TS-3.0	Pre-construction Meeting and Submittals.....	45
TS-4.0	Order of Work .....	47
TS-5.0	Layout of the Work .....	47
TS-6.0	Record Drawings and Daily Reports .....	48
TS-7.0	Site Conditions .....	48
TS-8.0	General Notes.....	49
TS-9.0	Variation in Quantities .....	49
TS-10.0	Navigation Aids.....	50
TS-11.0	Environmental Protection .....	50
TS-12.0	Shorebirds .....	50
TS-13.0	Permits.....	51
TS-14.0	Arbitrary Demobilization .....	51
TS-15.0	Noise.....	52
TS-16.0	Beach Fill Construction.....	52
TS-17.0	Historic and Cultural Resources.....	53

Appendix A	Regulatory Permits
Appendix B	Contract Drawings <sup>1</sup>
Appendix C	Geotechnical Information

---

<sup>1</sup> A reduced copy of the Contract Drawings is provided in Appendix B. CONTRACTOR shall use full size drawings for construction.



**TS-1.0 Definitions.**

TS-1.1 The following terms and abbreviations used in these Technical Specifications shall be defined as:

BIG CARLOSPASS PROJECT (BCP)	Dredging the realigned Big Carlos Pass Channel and placement of the beach quality sand along the shoreline near the southern end of Estero Island as shown on the Contract Drawings for the West Coast Inland Navigation District (WCIND).
NEW PASS PROJECT (NP)	Dredging the navigation channel of New Pass and placement of the beach quality sand along the shoreline on Lovers Key north of the inlet as shown on the Contract Drawings for Lee County.
CONTRACTOR	Those parties selected and duly authorized by the OWNER to conduct the work contained herein.
CONTRACT DRAWINGS	Construction Plans prepared by Humiston & Moore Engineers (Big Carlos Pass) Construction Plans prepared by CEC (New Pass)
COUNTY	Lee County, Natural Resources Division.
DEP	State of Florida Department of Environmental Protection.
ENGINEER(S)	<u>Big Carlos Pass Project</u> : Humiston & Moore Engineers, 5679 Strand Court, Naples, Florida 34110 (H&M) <u>New Pass Project</u> : Coastal Engineering Consultants, Inc., 3106 South Horseshoe Drive, Naples, Florida 34104 (CEC)
OWNER	West Coast Inland Navigation District (WCIND) Lee County Division of Natural Resources (LCDNR)
USACE	United States Army Corps of Engineers.
USCG	United States Coast Guard.
Work (BCP)	The project scope of work is generally described as excavation of a channel lined up with the axis of the inlet as opposed to the traditionally marked southward meandering channel. The design takes advantage of previous borrow area dredging for Lovers Key Beach Nourishment with an alignment that crosses deeper areas left by the previous dredging, and includes selective disposal of the material north of the inlet on Estero Island, and as described in detail on the Contract Drawings and in these Specifications.
Work (NP)	The project scope of work is generally described as maintenance dredging of the New Pass navigation channel complex including an entrance channel from the Gulf of Mexico, north and south connector legs to the intracoastal waterway, and the central inner channel leg into Estero Bay. Only those areas allowed for hydraulic dredging are to be conducted under this scope of work. Areas identified in the project as not containing beach compatible material is not included in this scope of work. Beach disposal of beach quality sand is planned for Lovers Key.

## **TS-2.0 Scope of Work.**

TS-2.1 The Work consists of furnishing all labor, materials, equipment, and performing all tasks necessary for the dredging of two coastal inlets in south Lee County, Florida. The first is the dredging of Big Carlos Pass to re-align the inlet channel and placement of the dredged material along the outer shoreline north of the inlet along the southwest end of Estero Island. The second project is the hydraulic dredging of the New Pass Navigation Channel and disposal of the sand on Lovers Key to the north. Big Hickory Island is an alternative disposal if directed by WCIND. The mechanical dredging and upland disposal of the small portion of the New Pass project is not part of this project and will be addressed separately by WCIND.

Both projects will be done using a hydraulic dredge. The Contract Drawings show the area of dredging within the inlet systems of Big Carlos Pass and New Pass and the respective disposal areas for each project.

TS-2.2 The beach disposal areas shown on the Contract Drawings are capable of holding more than the estimated beach fill quantity to provide flexibility that will allow optimization of the use of the dredged material. It will therefore be necessary to refine the plans for disposal based on preconstruction surveys, to optimize placement of material during construction, as directed by WCIND.

TS-2.3 The Work must be completed according to the Contract Drawings and these Technical Specifications within the time specified in the contract and in compliance with the conditions of all federal, state, and local permits, including permits and variances from the Florida DEP, USACE, and authorization from WCIND. CONTRACTORS are advised that state and federal permits include conditions and requirements in related documents from the Florida Fish and Wildlife Conservation Commission (FWC), the U.S. Fish and Wildlife Service (FWS) and the National Marine Fisheries Service (NMFS), and that all permits and comments from the FWC, FWS, and NMFS are included as a part of these specifications by reference.

TS-2.4 The CONTRACTOR is solely responsible for all construction means, methods, techniques, and procedures, including construction layout and staking, monitoring and recording of grades of all cut and fill shown on the Contract Drawings, and maintaining as-built drawings. The CONTRACTOR shall complete the Big Carlos Pass project first and then the New Pass project.

TS-2.5 This is a dredging project for which pay quantities shall be measured as the amount of material removed from the dredging template. Surveys will be conducted by WCIND prior to and following construction for determination of contract compliance, permit compliance and pay quantity determination. Contractor is encouraged to take necessary measures to ensure compliance with the Contract Drawings and permit conditions throughout each project. Progress surveys may be conducted by CONTRACTOR by a professional surveyor registered in the State of Florida to document progress of the work completed if dredging is unexpectedly delayed or it is anticipated to be interrupted for a period of time due to severe weather such as a tropical storm that may alter the configuration of work already completed. This will be important in the event that such a storm makes it necessary to re-dredge sections of the channel that the CONTRACTOR documented as being complete.

## **TS-3.0 Pre-Construction Meeting, Submittals, and Weekly Progress Meetings.**

TS-3.1 Prior to commencement of construction, CONTRACTOR shall attend a pre-construction meeting and meet with representatives of regulatory agencies and monitors, if necessary, and meet with the OWNER, and ENGINEER. CONTRACTOR's designated superintendent, as required under the Section 3.2 of these technical specifications, shall be present at the pre-construction meeting. **A minimum of five days prior** to the Pre-Construction meeting, CONTRACTOR shall submit for the respective ENGINEER's approval for each project, an Operations Plan which shall describe the following in detail, including as a minimum, the CONTRACTOR's proposed:

1. Order of Work,
2. Anticipated schedule, including identification of specific areas to be used for mobilization, material and equipment storage, and access for construction,
3. Floating equipment, and heavy equipment to be used,
4. Number of and qualifications of personnel to be used,
5. Specific methods to be used in establishing horizontal and vertical control for the excavation of the channel, disposal area, and for all staking out of all the Work, and maintaining the staking along with horizontal and vertical control.
6. Specific detailed description of the procedure to be followed for the Work, including but not limited to; excavation of the navigation channel and disposal of the excavated material in accordance with the Technical Specifications, as well as General and Special Conditions of the regulatory approvals, templates to be used and staking for control that will be used to facilitate compliance with the Contract Drawings, and overall how the project will be constructed,
7. A water based staging area is located on the south side of Big Carlos Pass, east of the eastern limit of the channel dredging, a land based staging area is located near the east side of the fill template on the south end of Estero Island, and a land based staging area is located at the base of the bridge at New Pass, as shown on the Contract Drawings and permitted plans. The CONTRACTOR shall identify staging areas intended for use, on both projects, whether it be the area designated on the Contract Drawings or any other areas intended for use on uplands, or any other staging areas CONTRACTOR plans to use, with approval from the property owner and WCIND as appropriate to use those areas.
8. Identification of vehicles and process to be followed, including temporary staging of debris and materials to be removed and transported off site, if any,
9. Specific procedure to account for all grade stakes and control markers, particularly grade stakes to be used on the beach, and including the use of a log and numbering system for all grade stakes so that removal of all grade stakes can be documented prior to substantial completion of the project and duly noted on daily report forms by CONTRACTOR,
10. Subcontractors and vendors to be used with the name and phone number of the relevant Points of Contact, including but not limited to an independent entity responsible for turbidity monitoring and reporting and shorebird abatement personnel; all of whom must be pre-approved by the regulatory agencies.
11. A form prepared by WCIND to be used for reporting Daily Report of Construction Operations will be provided to the CONTRACTOR prior to the Pre-Construction Meeting. The Daily Report of Construction Operations shall be submitted by 12:00 noon on the day following the day for which the activity is being reported. Mobilization, progress and/or final payment to CONTRACTOR shall be withheld until all of the required CONTRACTOR's Daily Reports of Construction Operations have been submitted to the OWNER. The preferred method of submittal is by e-mail. OWNER reserves the right to suspend construction if the CONTRACTOR's Daily Report of Construction Operations is incomplete or overdue.
12. CONTRACTOR shall provide the names and contact information of all employees that will be on the dredge or beach during the project. Emergency 24-hour contact information for all project superintendents both on the dredge and beach shall be provided at the Pre-construction meeting.

TS-3.2 CONTRACTOR shall designate a competent superintendent to be on site who will be responsible for seeing that the Work is in compliance with the Contract Documents, which include the Contract, Contract Drawings, and regulatory permits and authorizations.

TS-3.3 CONTRACTOR's superintendent shall attend all scheduled progress meetings to be held on site with the OWNER and the ENGINEER to review progress of the Work, Work schedule, and submittals. Initially, progress meetings will be held weekly and will be subject to change based on instructions from the ENGINEER or OWNER.

TS-3.4 CONTRACTOR shall provide a cell phone number, or other number or means of communication, by which the Superintendent may be reached at any time during construction as well as a backup contact in case Superintendent is not available.

#### **TS-4.0 Order of Work.**

TS-4.1 The order of Work shall generally be as follows:

- 1) Establish boater and pedestrian control including installation of buoys, lights, barricades, and temporary measures and signage as appropriate to prevent public access to areas of construction and complying with sea turtle lighting requirements in permits and all US Coast Guard regulations.
- 2) CONTRACTOR shall determine suitable staging areas, whether it be the area designated on the plans, or any other staging areas CONTRACTOR plans to use. CONTRACTOR shall obtain appropriate authorization for use of those areas for staging materials or equipment in designated areas.
- 3) Install and manage benchmarks for vertical and horizontal control to establish the construction baseline and install visual guides for positioning of Work for both dredging and beach fill projects as appropriate.
- 4) Placement of excavated material in appropriate disposal area will be based on character of material. For the Big Carlos Pass project, geotechnical investigations conducted within and near the authorized channel realignment as well as previous investigations in the general area of the channel for the purpose of identifying a sand source for nourishment of Lovers Key have found the material in this shoal in general to be compatible with the beach material in the north disposal area. Additionally, for the New Pass project, the DEP has determined those areas which can non-beach quality material and those areas are not part of this Work. For either project, if material incompatible with beach disposal is encountered, CONTRACTOR shall contact OWNER and/or ENGINEER immediately.
- 5) If directed to do so by ENGINEER or OWNER, CONTRACTOR shall collect samples of the dredged material and provide those samples to the ENGINEER or OWNER on the day the samples are collected.
- 6) Upon completion of the excavation and acceptance of fill placement by ENGINEER as part of the final tilling and dressing of the beach, the CONTRACTOR shall remove low areas where ponding could occur, or any escarpments forming as a result of natural readjustment of beach fill for final completion determination.

#### **TS-5.0 Layout of the Work.**

The CONTRACTOR shall use the coordinates provided on the Contract Drawings to layout the construction baseline and Work. It is the CONTRACTOR's responsibility to layout the work from these control points, using the horizontal and vertical positioning information shown on the plans. Additional benchmarks may be established and CONTRACTOR shall provide ENGINEER with a copy of field notes prepared during the establishment of any additional benchmarks. The CONTRACTOR shall furnish such stakes, buoys, equipment, tools, and qualified personnel as may be required in laying out any part of the Work, and for maintaining such staking as necessary for completion of the Work. All grade stakes used to establish horizontal limits and elevations must be accounted for and removed from the nearshore and/or beach by the CONTRACTOR prior to final completion. Grade stakes shall be made of steel pipe or other sturdy material which will maintain its integrity during installation and removal, but not wood, so that all stakes can be removed intact after construction. The ENGINEER may request that work be suspended if grade stake layout is not adequate to permit visual checking of Work. Grade stake colored ribbon markings shall be established at the commencement of construction, for the purpose of designating elevations, project limits, or other project features, and the same color scheme shall be maintained throughout the project to allow visual checking of Work.

## **TS-6.0 Record Drawings and Daily Reports.**

TS-6.1 During the course of construction, the CONTRACTOR shall record all information required to complete a set of as-built Record Drawings. Information to be included on the Record Drawings shall be recorded by red-line process on one working set of construction drawings during the course of the Work, and shall include actual dimensions and elevations. If field changes are made to modify the Work in any way, such field changes shall be documented on the Record Drawings by dimension, detail and date. The working set of construction drawings shall be kept at the project site and be available for review by OWNER, and ENGINEER during the progress of the Work. Prior to Substantial Completion of the Work, the CONTRACTOR shall transfer the information to a final Project Record set of reproducible drawings, and submit the drawings to the ENGINEER, along with a certification as to the accuracy and completeness of the drawings. Prior to final payment, the Record Drawings with changes provided by the CONTRACTOR shall be updated by ENGINEER and confirmed by the CONTRACTOR to reflect any changes which have occurred since the submittal for Substantial Completion.

TS-6.2 During the course of construction, CONTRACTOR shall submit the Daily Report of Construction Operations referenced under TS-3.1(11). The report shall be submitted on a form provided by WCIND, and shall be submitted by noon on the day following the period of time covered by the report. The report shall be submitted to the ENGINEER and OWNER by email unless otherwise approved by the ENGINEER or the OWNER.

## **TS-7.0 Site Conditions.**

TS-7.1 The construction sites are within the Big Carlos Pass inlet system and New Pass inlet system and the disposal areas is along the shoreline of the Gulf of Mexico as indicated on the Contract Drawings. These locations are subject to the natural forces including strong tidal currents, water elevation changes due to tides, as well as wave action from the Gulf of Mexico, which may affect both the disposal areas on the open coast as well as the portions of the channel to be dredged. Big Carlos Pass between the south end of Estero Island and the north end of Black Island, east of the area to be dredged, is spanned by a Bascule Bridge, horizontal clearance 50 feet, and has a reported vertical clearance 23 feet<sup>2</sup>. It will be CONTRACTOR's responsibility to verify the clearance beneath both bridges inside of Big Carlos Pass and New Pass before traversing those areas with floating equipment. The dredging is west of the bridge for Big Carlos Pass and both east and west of the existing bridge for New Pass dredging. Both project areas are popular boating areas and are subject to high levels of boat traffic as well as boat wakes. The projects shall be constructed while maintaining safe navigation for boaters in the project vicinity. Waves, currents, and tidal water elevations, may also be affected by severe weather conditions that at times may include storms and rough sea conditions necessitating temporary suspension of marine construction operations. The CONTRACTOR is responsible for familiarizing himself with the site conditions, establishing staging areas, locating safe harbor for his equipment in the event of a severe storm, and access to the site, and calculating his bid accordingly. The CONTRACTOR shall be responsible for completing the WORK, restoring the construction staging area(s) and access corridor to their pre-construction condition.

TS-7.2 Information and data furnished or referred to herein are for the CONTRACTOR's information, however it is expressly understood that the OWNER and ENGINEER shall not be responsible for any interpretation or conclusion drawn there from by the CONTRACTOR. It is the CONTRACTOR's responsibility to visit the project site and to take whatever other measures necessary to be familiar with local conditions that may in any manner affect the cost and performance of the Work.

TS-7.3 It is the CONTRACTOR's responsibility to determine the suitability of the CONTRACTOR's equipment for working under the site conditions and that the capacity of the CONTRACTOR's equipment is sufficient for completion of the Work within the construction window.

---

<sup>2</sup> NOAA Nautical Chart 11427, Fort Myers to Charlotte Harbor and Wiggins Pass, February 1998

## **TS-8.0 General Notes.**

TS-8.1 The Work is to be completed within the limits shown on the Contract Drawings.

TS-8.2 CONTRACTOR shall be responsible for restoring all areas disturbed by construction activities, including access, staging, and roadway areas beyond the project, to their pre-project condition, including existing vegetation upland of the Work area near access and staging areas, and paved parking areas, before the project will be considered to be substantially complete. If additional storage is required for construction equipment and materials, arrangements for such storage facilities shall be the responsibility of the CONTRACTOR and must be coordinated with and approved by the OWNER. Should CONTRACTOR activity result in violations of permit conditions or other regulations, CONTRACTOR shall be responsible for remediation of those activities to the satisfaction of the agency responsible for the permit or regulation and CONTRACTOR shall also be responsible for payment of any penalties as a result of those actions.

TS-8.3 Special measures shall be taken to prevent bilge pumpage or effluent, chemicals, fuels, oils, greases, and bituminous materials from entering the water.

TS-8.4 Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, and chemicals, etc., in and adjacent to the project site shall not be permitted. If any waste materials are dumped in unauthorized areas, the CONTRACTOR shall remove the material and restore the area to the original condition as it existed before being disturbed. If necessary, contaminated ground shall be excavated, disposed of as directed by the ENGINEER, and replaced with suitable compatible fill material at no cost to OWNER.

TS-8.5 The CONTRACTOR is responsible for maintaining a safe work environment. The CONTRACTOR is referred to the USACE COE EM 385-1-1 (2014) U.S. Army Corps of Engineers Safety and Health Requirements Manual. Hard hats, long pants, and steel-toed boots are required to be worn on the beach, nearshore, and on floating equipment. Life vests are required when working on, in, or near the water.

TS-8.6 CONTRACTOR shall be responsible for notifying the USCG in sufficient time to allow for publication of a Notice to Mariners of the subsequent upcoming dredging activity and fill placement. CONTRACTOR shall be responsible for providing the USCG with any information needed for publication of a Notice to Mariners. CONTRACTOR shall provide evidence of the filing of the Notice to Mariners with the USCG to the OWNER and ENGINEER.

## **TS-9.0 Variations in Quantities.**

TS-9.1 The quantity shown on the Bid Form is an estimated quantity based on the most recent survey of the areas to be dredged, and changes may have occurred during the time since that survey was completed.

TS-9.2 If the actual available pay quantity exceeds the originally estimated quantity upon which bids were based by 20% or more, due to the economy of scale, the OWNER shall have the right to negotiate a lower unit price for material dredged. If material in excess of 20% above the original estimated pay quantity is distributed over a broader area than the original quantity, changes in the horizontal limits and required length of pipeline will be considered in the negotiations.

TS-9.3 If the actual available pay quantity is less than the originally estimated quantity upon which bids were based by 20% or more, due to the economy of scale, the CONTRACTOR shall have the right to negotiate a higher unit price for material dredged. If material in excess of 20% below the original estimated pay quantity is distributed over a smaller area than the original quantity, changes in the horizontal limits and required length of pipeline will be considered in the negotiations.

### **TS-10.0 Navigation Aids.**

TS-10.1 Any navigation aids, removed, disturbed, or damaged by CONTRACTOR during the course of the work shall be replaced or restored to original condition and specifications by CONTRACTOR at no cost to OWNER.

TS-10.2 For the New Pass Dredging project, CONTRACTOR shall remove and properly dispose of in a pre-approved offsite disposal area, four (4) existing aids to navigation marking the interior channel segment, G1, R2, G3 and R4, as shown on the Contract Drawings.

### **TS 11.0 Environmental Protection.**

TS-11.1 CONTRACTOR shall exercise due caution so as not to damage existing native vegetation along the shoreline within and around the project site, access ways, and staging areas. Any native vegetation damaged by CONTRACTOR during the course of the Work shall be restored by CONTRACTOR at CONTRACTOR'S expense.

TS-11.2 Seagrass beds have been identified in the project vicinity. CONTRACTOR shall take such precautions as necessary to avoid any impacts to the seagrass beds. If CONTRACTOR causes any impacts to the seagrass beds, and the impacts are considered to be a permit violation, then mitigation required by regulatory agencies shall be the CONTRACTOR's responsibility at no expense to the OWNER. There are currently no seagrasses within the area of dredging and fill placement.

TS-11.3 In order to prevent sea turtles, shorebirds, indigo snakes, and manatees from being adversely affected by the construction activities as described in these specifications, the CONTRACTOR is required to strictly adhere to the State Department of Environmental Protection and the Corps of Engineers permit and Biological Opinion conditions which identify specific requirements for their protection, and which are included in these Technical Specifications by reference. Depending on the timing of the project, this may include daily coordination with sea turtle and shorebird monitors, and having a dedicated observer as part of the dredging operation.

### **TS 12.0 Shorebirds.**

TS-12.1 In order to ensure that migratory birds, nesting shorebirds, and wintering birds are not adversely affected by the construction activities, CONTRACTOR shall comply with the Protection Conditions for Construction required by the Permits and these Specifications. Specific dates relevant to increased protection conditions begin on February 15 and end on September 1. CONTRACTOR shall cooperate fully with OWNER and their monitors to comply with the Permits. OWNER is responsible for the monitoring and reporting as required by the Permits.

TS-12.2 Pursuant to the terms and condition of the Permits, CONTRACTOR shall carefully mark and stake the boundaries of the Work Area prior to construction. During construction CONTRACTOR shall work cooperatively with OWNER to establish, mark, and sign disturbance-free buffer zones, pedestrian accesses, and travel corridors as necessary to protect active shorebird nesting areas. All markers and signs shall be constructed with materials to be highly visible and semi-permanent. CONTRACTOR shall submit within the Work Plan the materials proposed for the markers and signs for approval by OWNER. CONTRACTOR shall maintain the markers and signs in good order for the duration of construction. CONTRACTOR shall install predator-proof trash receptacles and signage as required by the Permits. All markers, signs, and trash receptacles shall be removed from the Work Area and properly disposed of at proper facility provided by CONTRACTOR prior to demobilization.

TS-12.3 Passive abatement techniques shall be deployed by CONTRACTOR within the Work Area, including, but not limited to, Dredge Sites, Beach Fill Disposal Areas, Pipeline Corridors, and travel corridors along the beach from the construction access and staging areas; before the onset of the nesting

season regardless of whether monitoring reveals active bird use. Passive measures such as the placement of filter cloth or orange fencing material on the beach or continued human presence may be used. Timing, persistence, organization, and diversity of abatement measures are crucial in deterring shorebirds from establishing active nests. Abatement measures are subject to approval by the regulatory agencies. To minimize impacts to nesting shorebirds, CONTRACTOR shall employ personnel familiar with protected birds to allow for easy identification of shorebirds encountered during the execution of Work under this Contract. All abatement measures should be conducted by experienced personnel who are familiar with nesting shorebird ecology and are familiar with the proposed abatement methods. CONTRACTOR shall provide OWNER with the credentials of the abatement personnel and abatement techniques for approval prior to mobilization.

### **TS-13.0 Permits.**

TS-13.1 CONTRACTOR is responsible for obtaining any and all local permits, including payment of any application fees associated with the Town and City Permits.

TS-13.2 CONTRACTOR shall comply with all conditions of Federal, State and Local permits and approvals that have been obtained by OWNER, including those listed below, which are included as part of these specifications by reference.

1. Florida Department of Environmental Protection – Permit No. 0332643-001-JC Big Carlos Channel Realignment
2. U.S. Army Corps of Engineers Permit No. SAJ-2014-03313 (SP-MMB) and referenced attachments:
  - a) Permit Drawings: 12 sheets
  - b) Standard Manatee Conditions for in-water work – 2011: 2 sheets
  - c) FWS Biological Opinion dated June 22, 2016: 17 sheets
  - d) Sea Turtle and Smalltooth Sawfish Construction Conditions: 1 sheet
  - e) East Indigo Snake Conditions: Standard Protection Measures for the Eastern Indigo Snake, August 12, 2013: 6 sheets
3. FWS, “Statewide Programmatic Biological Opinion, March 13, 2015
4. FWS Piping Plover Programmatic Biological Opinion (P<sup>3</sup>BO)
5. Florida Department of Environmental Protection – File No. 0323832-001-JC New Pass Navigational Dredging and Beach Disposal
6. U.S. Army Corps of Engineers Permit No. SAJ-2014-00219 (SP-BEM) and referenced attachments:
  - a) Permit Drawings: 17 sheets
  - b) Standard Manatee Conditions for in-water work – 2011: 2 sheets
  - c) FWS Biological Opinion dated November 7th, 2016: 17 sheets
  - d) Sea Turtle and Smalltooth Sawfish Construction Conditions: 1 sheet
  - e) WATER QUALITY CERTIFICATION AND MODIFICATION: Specific Conditions of the water quality permit/certification/modification in accordance with General Condition number 5 on page 3 of this DA permit. Initial authorization: 27 pages dated September 28, 2015, modification: 2 pages from the August 11, 2016, modification.

### **TS-14.0 Arbitrary Demobilization.**

TS-14.1 WCIND will pay for mobilization and demobilization only once. Should the CONTRACTOR demobilize prior to completing the project, such demobilization and subsequent remobilization shall be at no cost to WCIND. If the CONTRACTOR elects to demobilize prior to completing the Work, except for the protection of personnel, Plant or equipment prior to a storm, and the Work Area is impacted by a tropical storm or hurricane, the CONTRACTOR shall be required to re-survey the Work Area and project components at no expense to the WCIND.



### **TS-15.0 Noise.**

TS-15.1 CONTRACTOR shall conduct their operations so as to comply with all Federal, State, and local laws pertaining to noise. The CONTRACTOR shall use a decibel meter and keep records as necessary to verify the Work is being conducted accordingly. Dredges and booster pumps used on this Work shall be equipped with satisfactory mufflers or other sound abatement devices to reduce engine noise. Selection of booster pump locations shall be approved by WCIND prior to placement. The selected locations shall minimize impact to residential areas to the greatest extent possible. If a booster pump is placed within 250 feet of a residential structure, a temporary berm must be constructed between the pump and the structure. The berm shall be of sufficient height to abate the noise level of the booster pump, and shall be restored to pre-construction conditions prior to beach fill acceptance. All hauling and excavating equipment shall also be equipped with satisfactory mufflers or other noise abatement devices.

### **TS-16.0 Beach Fill Construction.**

TS-16.1 All beach fill excavated from the Navigation Channels shall be transported to and deposited in the beach disposal areas within the lines, grades, and cross sections shown on the Contract Drawings. CONTRACTOR shall maintain and protect the fill in a satisfactory condition at all times until acceptance of the Work. The fill shall be free of clay lenses, rock or silt pockets.

TS-16.2 CONTRACTOR shall, prior to placement of fill, remove from the Work Area all snags, trees, stumps, driftwood, sharp objects, and similar debris lying within the limits of the beach fill section. Manmade debris includes but is not limited to concrete, rebar, detached seawalls, timber piles, tiebacks, broken concrete sheet pile, broken steel sheet pile, etc. All materials removed shall be disposed of in areas provided by and at the expense of CONTRACTOR and approved by WCIND. CONTRACTOR shall not stockpile pipe or any other equipment or debris outside of CONTRACTOR's Work Area. CONTRACTOR shall provide and maintain ten (10) foot wide sand ramps over the pipeline every 200 feet to allow public access from the uplands to the shoreline.

TS-16.3 The beach fill cross sections shown on the Contract Drawings are for the purpose of estimating the theoretical amount of fill needed and will be used in making any changes in the lines and grades. The beach is subject to changes and the elevations on the beach at the time the Work is done may vary from the elevations shown on the Contract Drawings. WCIND reserves the right to vary the width and grade of the berm from the lines and grades shown on the Contract Drawings in order to establish a uniform beach for the entire length of the project.

TS-16.4 Tapers with 250 foot minimum lengths shall be constructed at the ends of each beach disposal area wherein construction grades shall be transitioned to meet existing grades.

TS-16.5 Temporary longitudinal dikes and spreader and pocket pipe shall be used as necessary to prevent gulying and erosion of the beach fill and to retain the fill on the beach within the limits of the fill cross section as required by the Permits and these Specifications. As the Work progresses, dikes or mounds shall be constructed as necessary to direct the pipeline discharge longitudinally along the beach to avoid transverse gulying directly from the discharge point to the gulf, to build the new berm to design grade, to meet water quality standards, and to keep material within the construction toe of fill. More than one series of longitudinal dikes may be required to meet these requirements. When in operation, the opening of the discharge pipe shall be at least 100 feet behind the end of the dike where sand flows out onto the beach. CONTRACTOR will not be held responsible for erosion caused by waves after the beach fill has been satisfactorily placed and accepted except that CONTRACTOR will be required to perform the dressing specified in the paragraph below. CONTRACTOR shall not allow pipeline discharge water to flow landward of the fill section or water to pond between the fill and upland.

TS-16.6 Upon completion of construction operations, CONTRACTOR shall grade and dress the beach above Mean High Water throughout the Work Area including equipment and pipeline storage areas,

equipment paths, and fill area, to remove ruts, humps, and depressions in the beach surface resulting from construction operations. A positive uniform slope shall be created from the continuous vegetation/armoring line to Mean High Water.

**TS-17.0 Historic and Cultural Resources**

A high visibility buffer, such as silt fencing, shall be placed and maintained by the Contractor around the recorded site LL2017 to avoid accidental impacts by equipment during the Work.

# NEW PASS MAINTENANCE DREDGING CONSTRUCTION PLANS

PREPARED FOR:  
**LEE COUNTY**

**INDEX:**

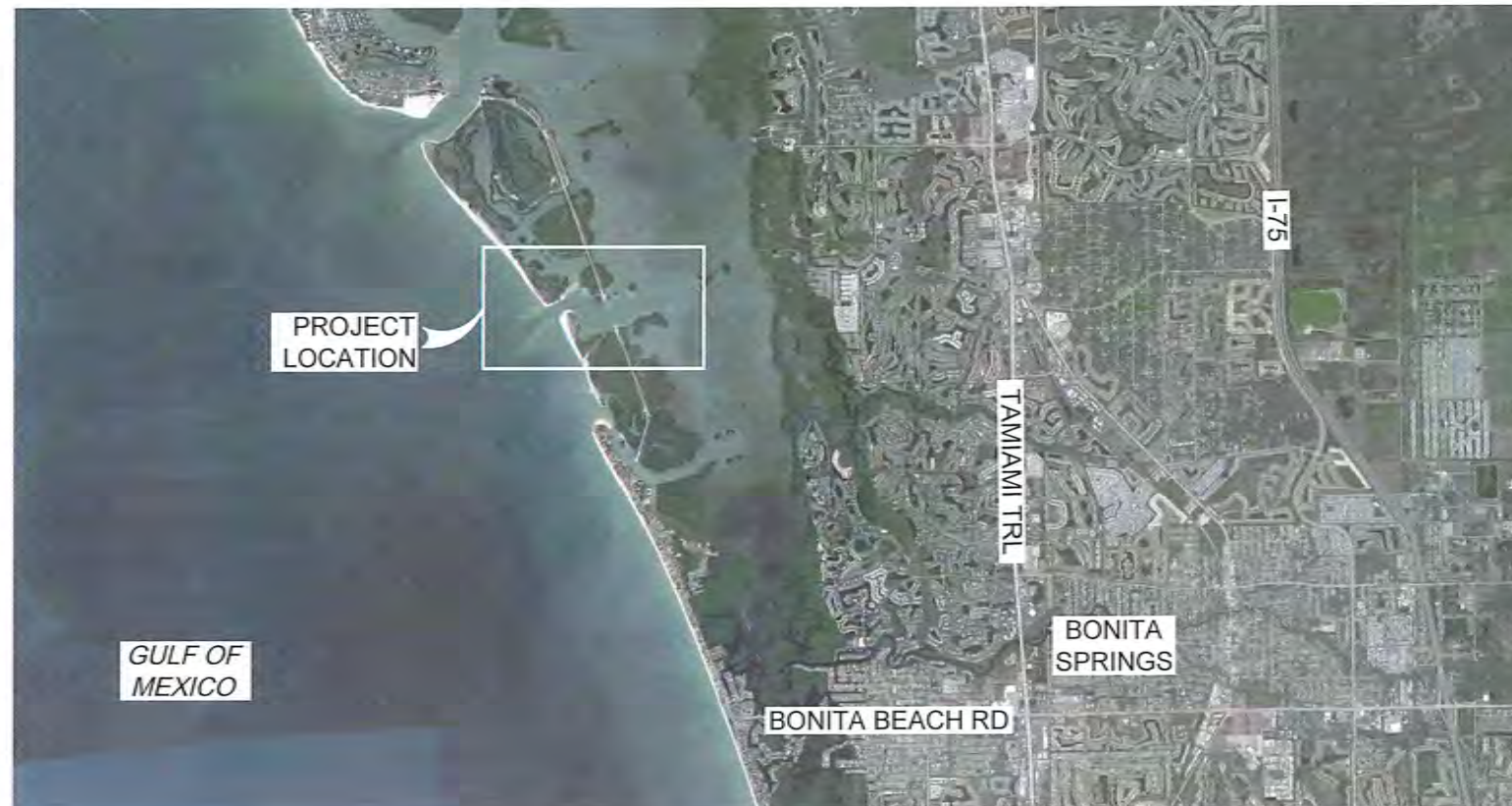
1. COVER SHEET
2. DREDGING PLAN VIEW
3. DREDGE CROSS SECTIONS: 4+00 - 46+00
4. DREDGE CROSS SECTIONS: 47+00 - 70+00
5. DREDGE CROSS SECTIONS: 71+00 - 86+00
6. DREDGE CROSS SECTIONS: 87+00 - 91+00, 200+00 - 214+00
7. LOVERS KEY DISPOSAL AREA CROSS SECTIONS
8. BIG HICKORY ISLAND DISPOSAL AREA CROSS SECTIONS

**LEGEND:**

- 0+00 = CHANNEL STATION
- = BENCHMARK
- = REFERENCE MONUMENT
- R-222 = REFERENCE MONUMENT
- = EXISTING CHANNEL MARKER LOCATION
- = EXISTING BUOY LOCATION
- = DENOTES APPROX. LIMIT OF SEAGRASSES, AUGUST 2016.
- NP = 2015 CORE LOCATION
- NP = 2012 CORE LOCATION
- GS = 2015 GRAB SAMPLE LOCATION

**NOTES:**

1. BATHYMETRIC SURVEY COMPLETED BY COASTAL ENGINEERING CONSULTANTS, INC., ON OCTOBER 3, 2016.
2. SEAGRASS SURVEY COMPLETED BY COASTAL ENGINEERING CONSULTANTS, INC., ON AUGUST 23, 2016.
3. BEACH DISPOSAL AREAS AND MEAN HIGH WATER SURVEY COMPLETED BY COASTAL ENGINEERING CONSULTANTS, INC., ON JULY 1, 2016.
4. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD 1988), U.S. COAST & GEODETIC SURVEY BENCH MARK E 248, PID# AG1335 (+22.08 FT).
5. HYDROGRAPHIC SURVEY ACCURACIES AND PROCEDURES ARE IN ACCORDANCE WITH GENERAL SURVEY STANDARDS, AS DEFINED BY THE U.S. ARMY CORPS OF ENGINEERS, HYDROGRAPHIC SURVEY MANUAL.
6. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATE SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.
7. AERIAL PHOTOGRAPHY OBTAINED FROM LEE COUNTY, DATED JANUARY 2016.
8. POSITIONING DATA WAS COLLECTED USING RTK GPS.
9. MHW: +0.3 FT (NAVD88)  
MLW: -1.61 FT (NAVD88)  
TIDAL EPOCH: 1983 - 2001  
OBTAINED FROM LABINS POINT 100234, FDEP MEAN HIGH WATER PROCEDURE APPROVAL INQUIRY.



**LOCATION MAP**  
N.T.S.

DATE: 10/27/2016 DRAWN: SDB CHECKED: MTP SEC.: TWP. ACAD NO.: 15124-C-Hydraulic Dredging.dwg REF. NO.: 15,124	SCALE: AS NOTED F.B. MTP RIG.	CLIENT: LEE COUNTY TITLE: COVER SHEET CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecl.com
REVISION DESCRIPTION NO. DATE BY		SHEET 1 FILE NO. 15124-C-1



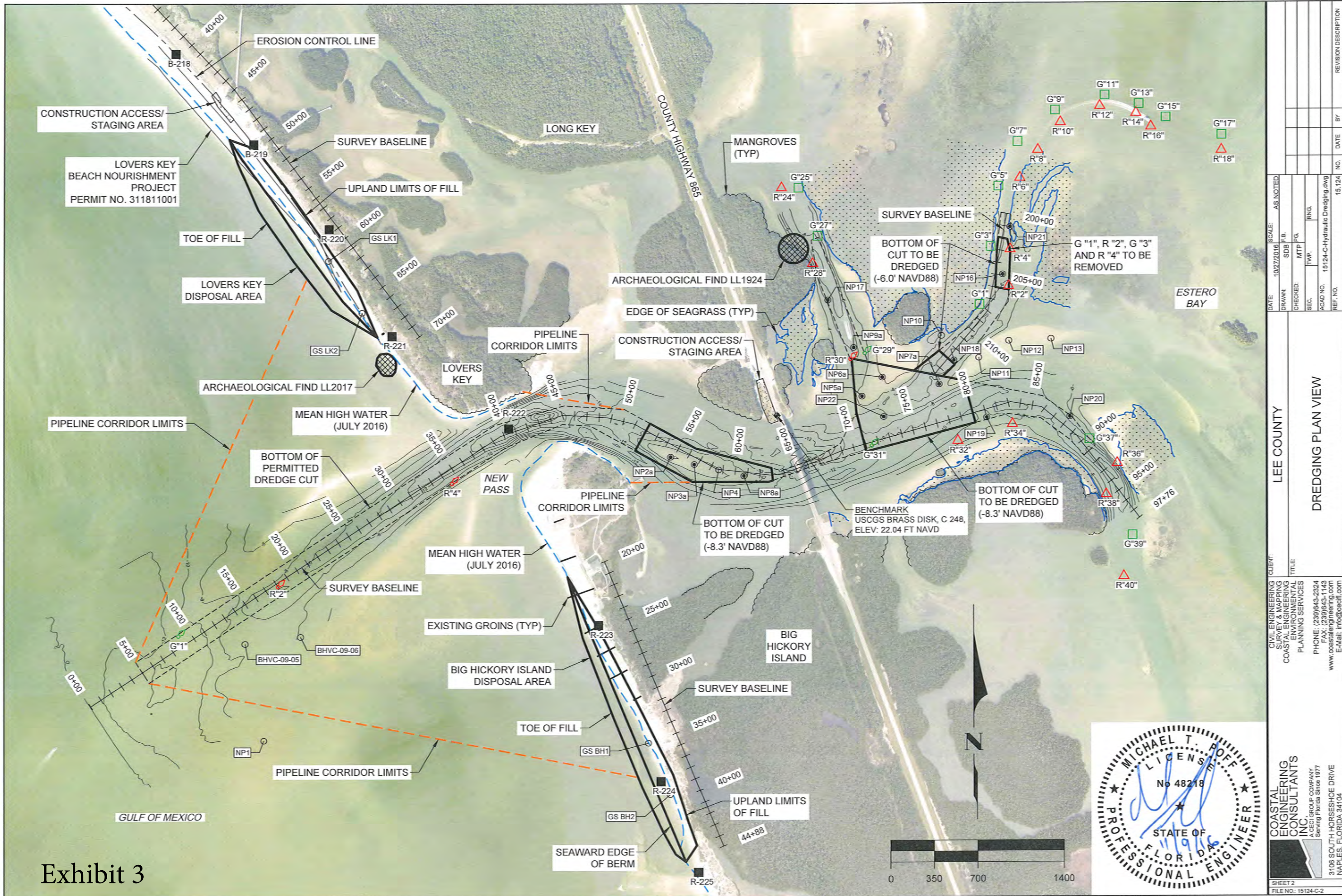
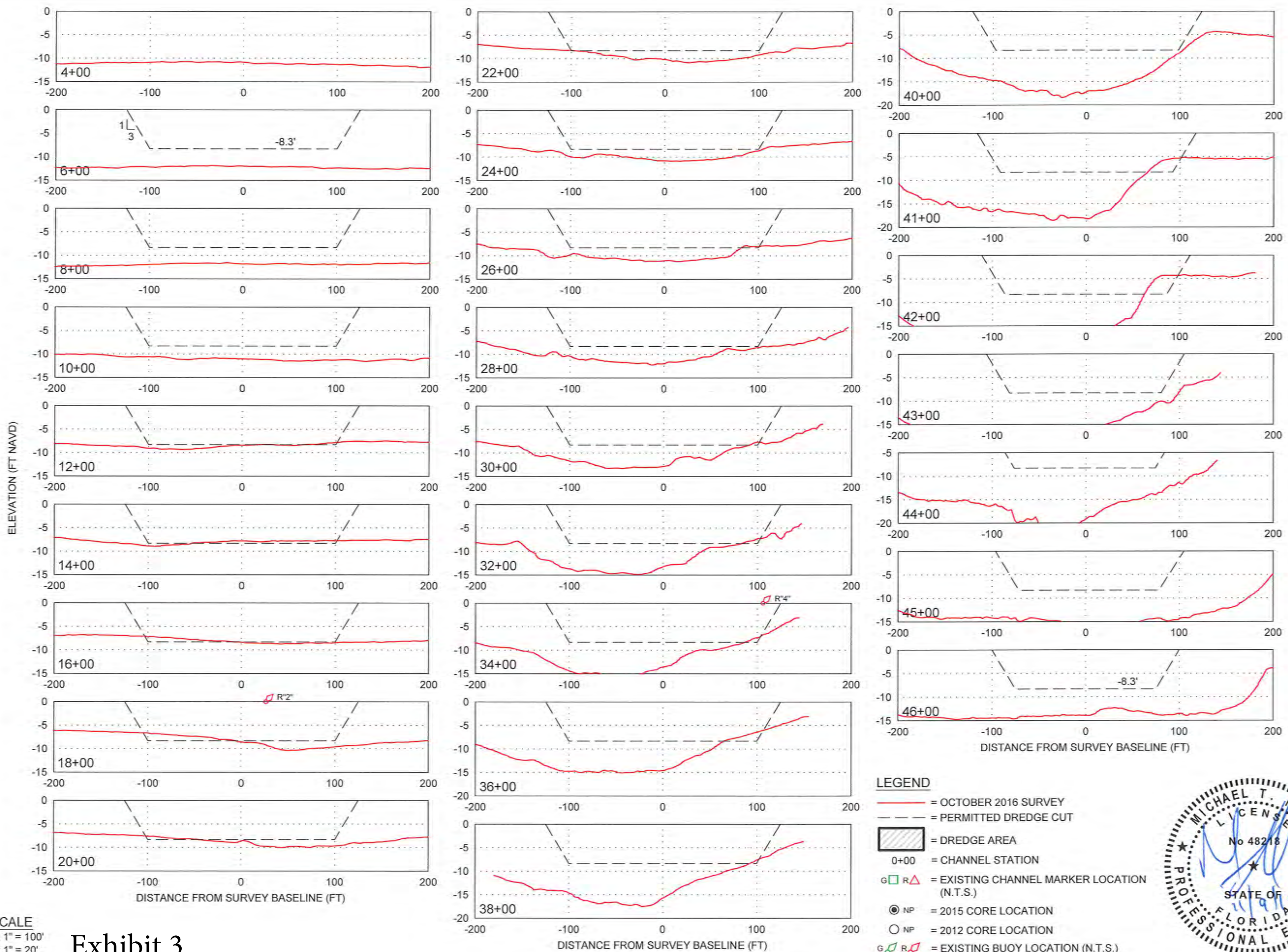


Exhibit 3

DATE: 10/27/2016		SCALE: AS NOTED	
DRAWN: SDB	F.I.B.	SDR	F.I.B.
CHECKED: MTP	PG.	TRP	PG.
SEC.	TRNG.	ACAD NO.	15124-C-Hydraulic Dredging.dwg
REF. NO.	NO.	DATE	BY
REF. NO.	15,124		
LEE COUNTY			
DREDGING PLAN VIEW			
CIVIL ENGINEERING	CLIENT:	TITLE:	
SURVEY ENGINEERING	COASTAL ENGINEERING	PLANNING SERVICES	
ENVIRONMENTAL	PLANNING SERVICES	PHONE: (239)643-2324	
PLANNING SERVICES		FAX: (239)643-1143	
		www.coastalengineering.com	
		E-Mail: info@ceefl.com	
		3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104	
SHEET 2		FILE NO: 15124-C-2	



SCALE  
 H: 1" = 100'  
 V: 1" = 20'

# Exhibit 3

DATE: 10/27/2016	SCALE: AS NOTED
DRAWN: SDB/F.B.	SDS/F.B.
CHECKED: MTP/JG	MTP/JG
REC: [ ]	TWP: [ ]
ACAD NO. 15124-C-Hydraulic Dredging.dwg	REF. NO. 15.124
NO. [ ]	BY [ ]
DATE [ ]	NO. [ ]

**LEE COUNTY**

**DREDGE CROSS SECTIONS**  
4+00 - 46+00

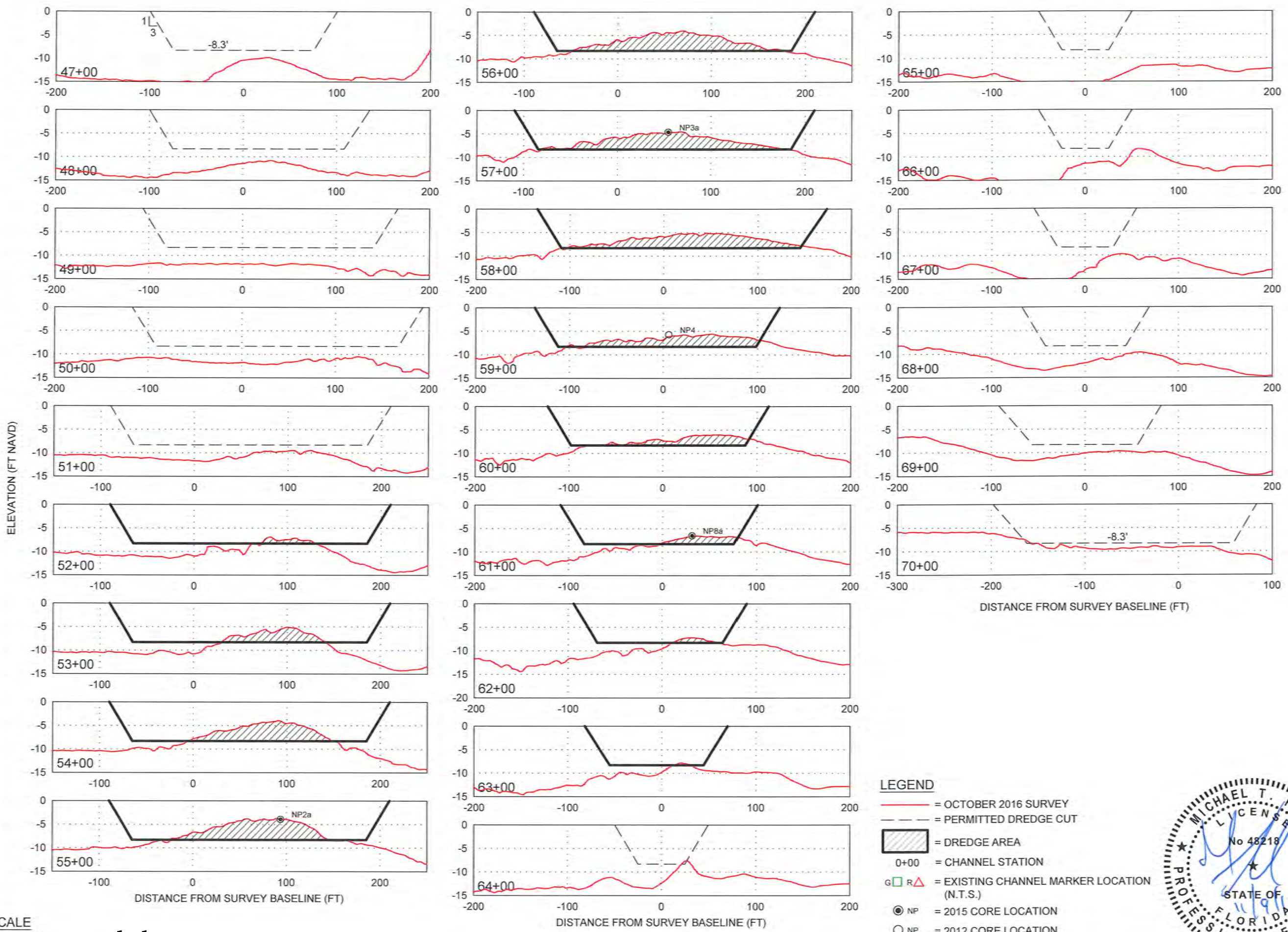
**CLIENT:**  
 CIVIL ENGINEERING SURVEY & MAPPING  
 COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES  
 PHONE: 239/643-2324  
 FAX: 239/643-1143  
 www.coastalengineering.com  
 E-Mail: info@ceef.com

**TITLE:**  
DREDGE CROSS SECTIONS

**PROFESSIONAL ENGINEER**  
 MICHAEL T. POFF  
 LICENSE No. 48218  
 STATE OF FLORIDA

**COASTAL ENGINEERING CONSULTANTS INC.**  
 A LECO GROUP COMPANY  
 Serving Florida Since 1977  
 3106 SOUTH HORSESHOE DRIVE  
 NAPLES, FLORIDA 34104

SHEET 3  
 FILE NO.: 15124-C-3



SCALE  
 H: 1" = 100'  
 V: 1" = 20'

# Exhibit 3

- LEGEND**
- = OCTOBER 2016 SURVEY
  - - - = PERMITTED DREDGE CUT
  - = DREDGE AREA
  - 0+00 = CHANNEL STATION
  - G R = EXISTING CHANNEL MARKER LOCATION (N.T.S.)
  - NP = 2015 CORE LOCATION
  - NP = 2012 CORE LOCATION
  - G R = EXISTING BUOY LOCATION (N.T.S.)

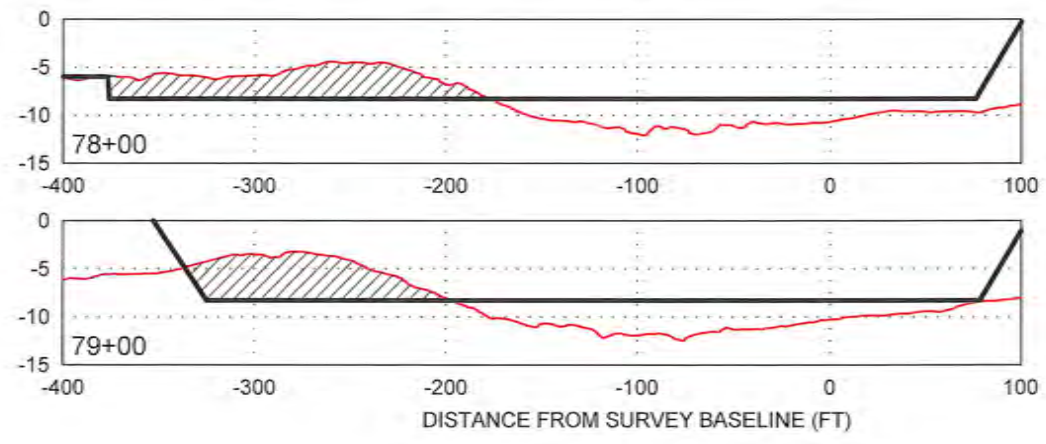
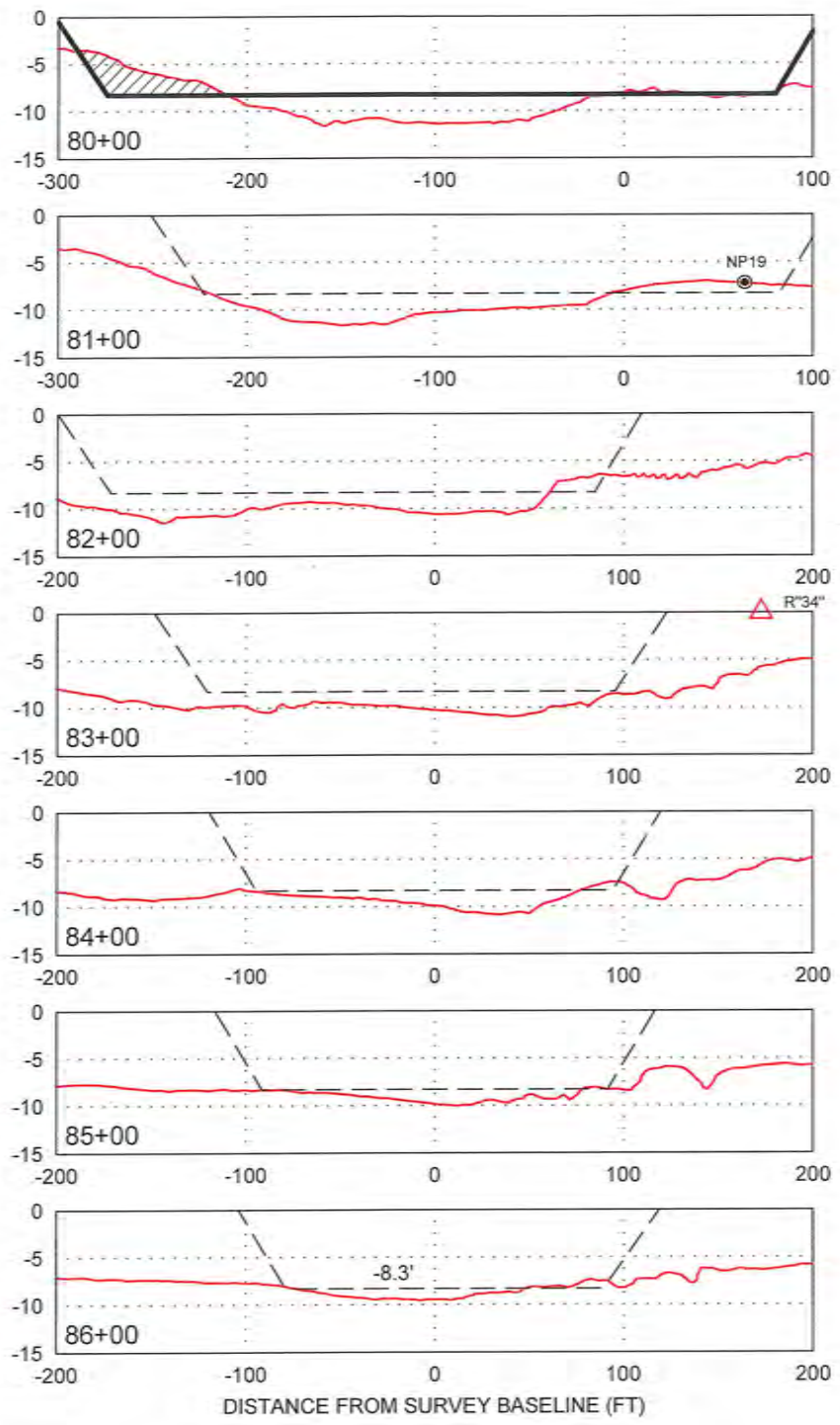
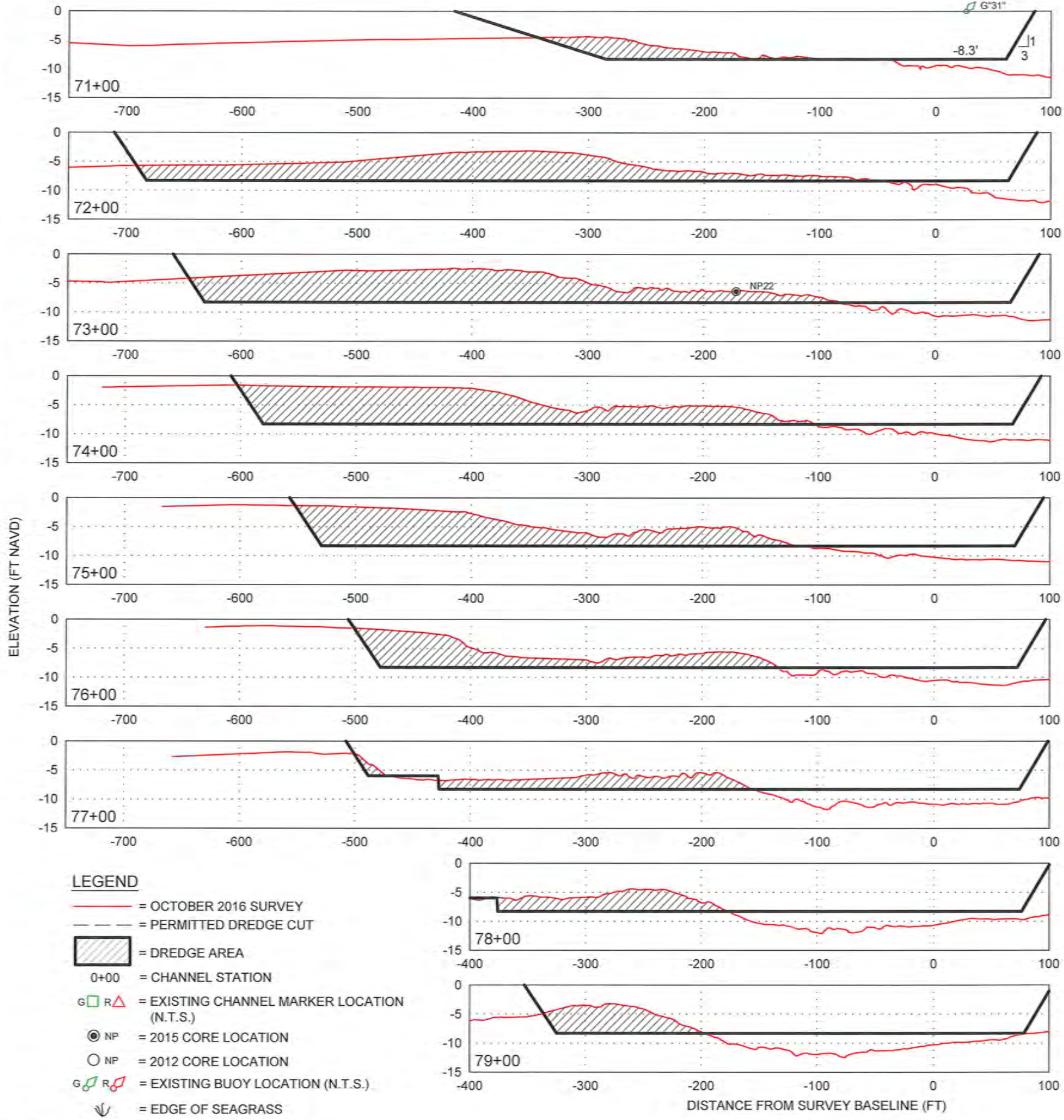


LEE COUNTY		DREDGE CROSS SECTIONS 47+00 - 70+00	
DATE: 10/27/2016	SCALE: AS NOTED	CLIENT: LEE COUNTY	PROJECT: DREDGE CROSS SECTIONS 47+00 - 70+00
DRAWN: SDB	DATE: 10/27/2016	CHECKED: MTP	DATE: 10/27/2016
REC: TWP	DATE: 10/27/2016	ACAD NO: 15124-C-Hydraulic Dredging.dwg	DATE: 10/27/2016
REF. NO: 15,124	DATE: 10/27/2016	BY: [Blank]	DATE: 10/27/2016
NO: [Blank]	DATE: 10/27/2016	NO: [Blank]	DATE: 10/27/2016
BY: [Blank]	DATE: 10/27/2016	BY: [Blank]	DATE: 10/27/2016

CIVIL ENGINEERING SURVEY & MAPPING  
 COASTAL ENGINEERING CONSULTANTS  
 PLANNING SERVICES  
 PHONE: (239)643-2324  
 FAX: (239)643-1143  
 www.coastalengineering.com  
 E-Mail: info@cecfi.com

COASTAL ENGINEERING CONSULTANTS INC.  
 A CEC GROUP COMPANY  
 Serving Florida Since 1977  
 3105 SOUTH HORSESHOE DRIVE  
 NAPLES, FLORIDA 34104

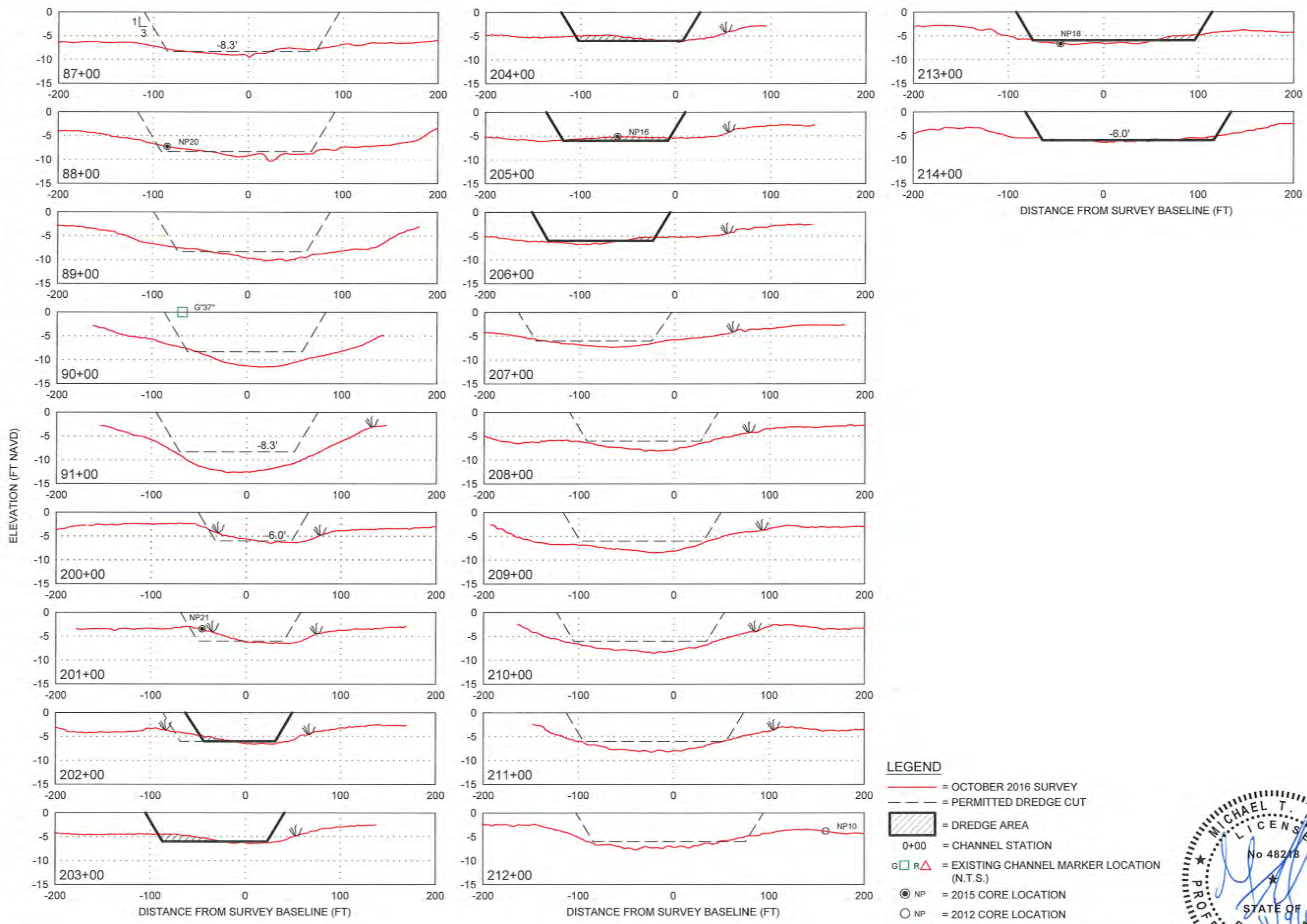
SHEET 4  
 FILE NO: 15124-C-4



SCALE  
H: 1" = 100'  
V: 1" = 20'

Exhibit 3

DATE: 10/27/2016		SCALE: AS NOTED	
DRAWN: SDB	F.I.	CHECKED: MTP	PG.
SIC:	TWP:	RNG:	
ACAD NO. 15124-C-Hydraulic Dredging.dwg	REF. NO.	NO.	BY
		15,124	
<p>LEE COUNTY DREDGE CROSS SECTIONS 71+00 - 86+00</p>			
<p>CIVIL ENGINEERING CLIENT: SURVEY &amp; MAPPING COASTAL ENVIRONMENTAL PLANNING SERVICES PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecfll.com</p>			
<p>STATE OF FLORIDA MICHAEL T. POFF LICENSED PROFESSIONAL ENGINEER No. 48218</p>			
<p>COASTAL ENGINEERING CONSULTANTS, INC. A CECI GROUP COMPANY Serving Florida since 1977 3105 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104</p>			
<p>SHEET 5 FILE NO.: 15124-C-5</p>			



SCALE  
 H: 1" = 100'  
 V: 1" = 20'

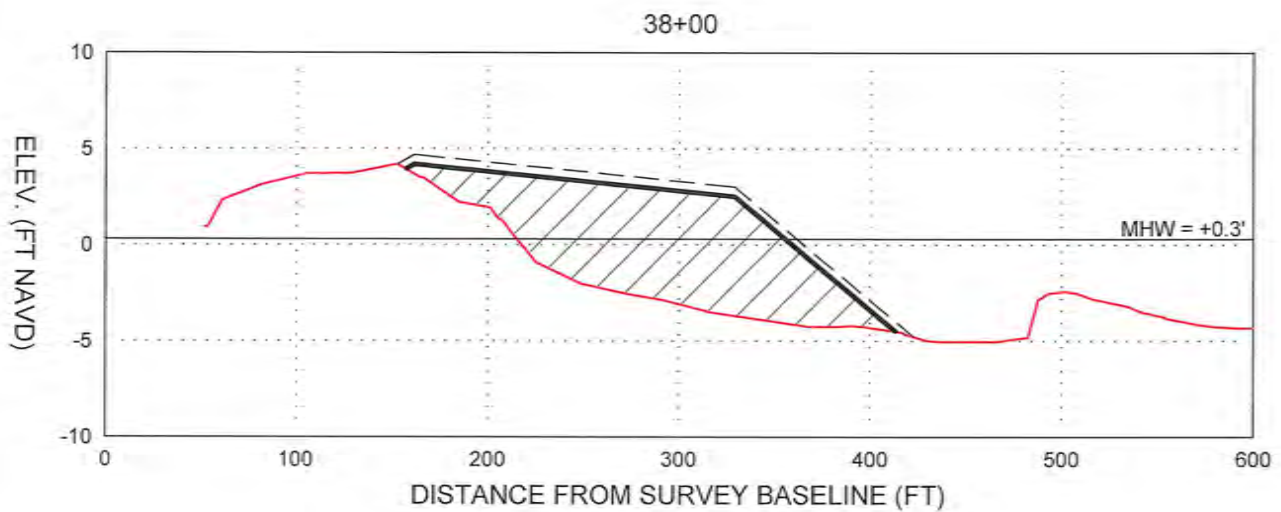
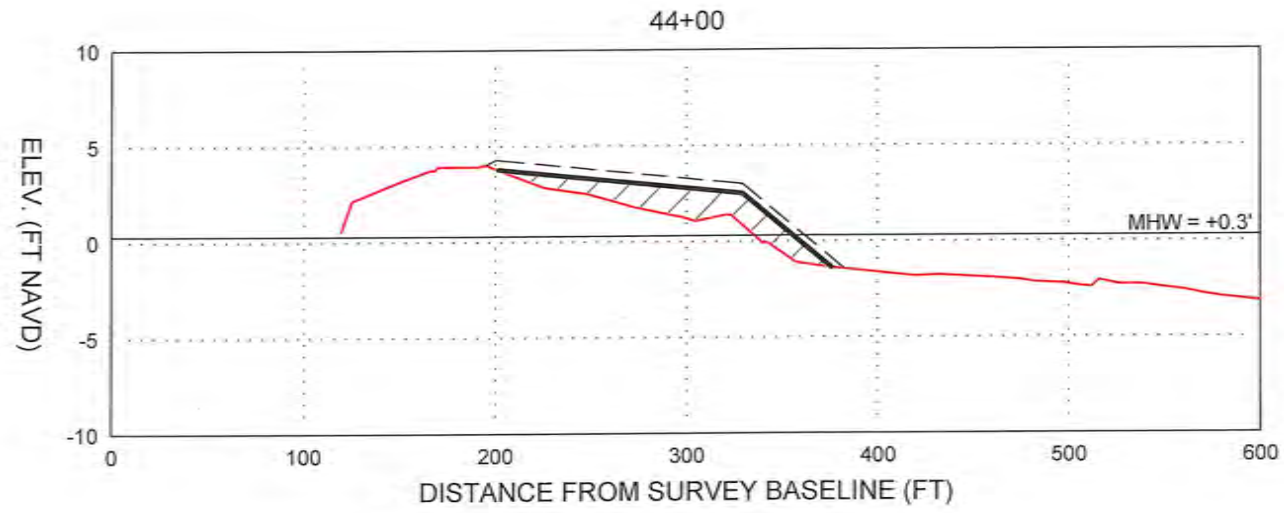
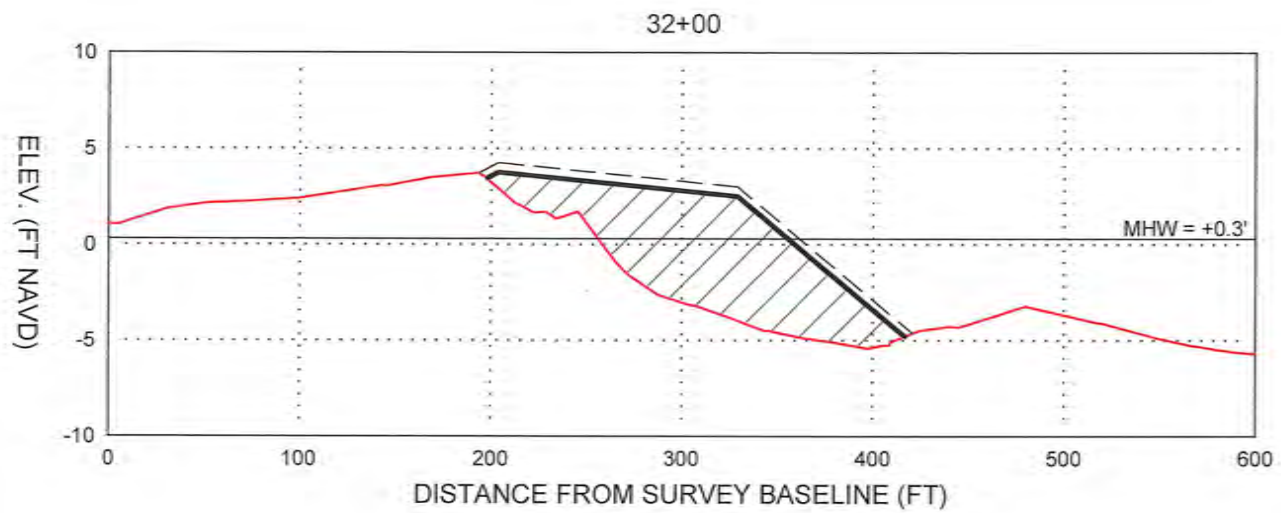
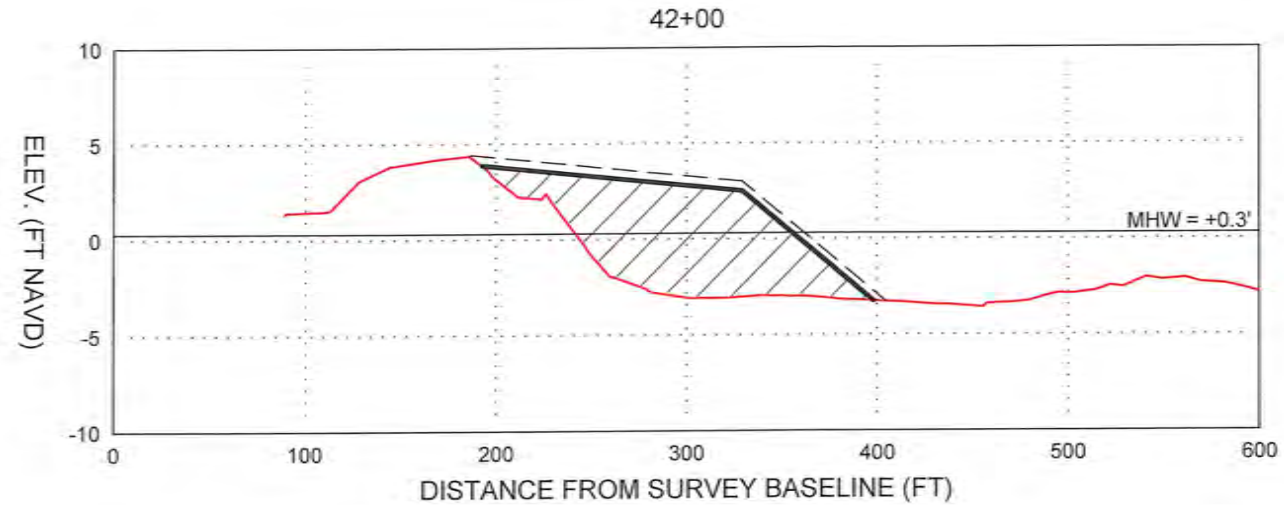
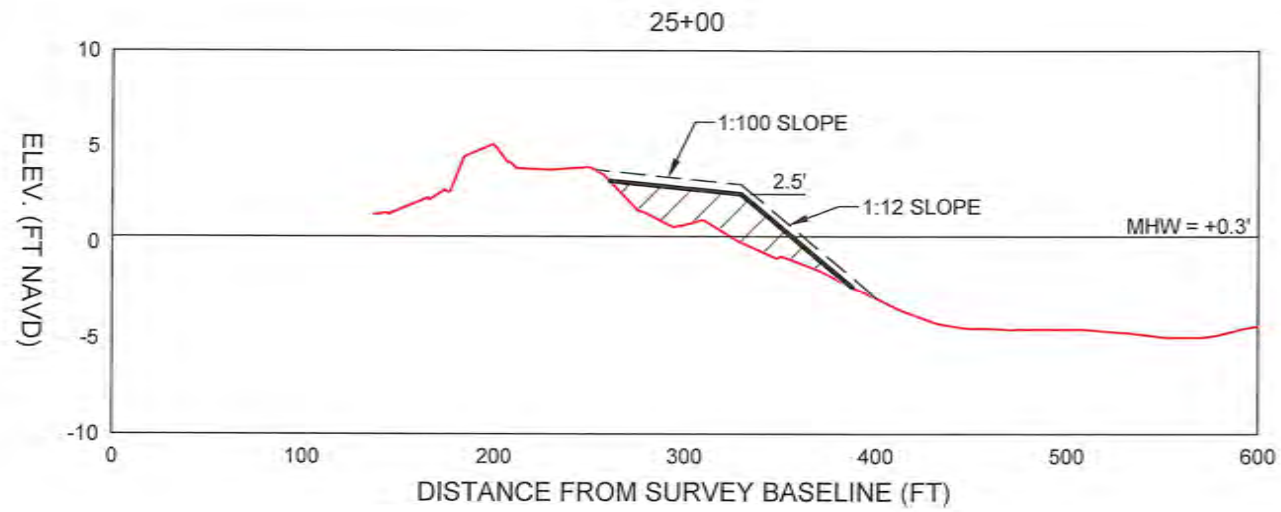
### Exhibit 3

- LEGEND**
- = OCTOBER 2016 SURVEY
  - - - = PERMITTED DREDGE CUT
  - = DREDGE AREA
  - 0+00 = CHANNEL STATION
  - G □ R △ = EXISTING CHANNEL MARKER LOCATION (N.T.S.)
  - NP = 2015 CORE LOCATION
  - NP = 2012 CORE LOCATION
  - G ⚓ R ⚓ = EXISTING BUOY LOCATION (N.T.S.)
  - ↘ = EDGE OF SEAGRASS



LEE COUNTY		DREDGE CROSS SECTIONS 87+00 - 91+00, 200+00 - 214+00	
DATE: 10/27/2016	SCALE: AS NOTED	CLIENT: CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENGINEERING PLANNING SERVICES	PROJECT: 15124-C-6
DRAWN: SDB	TYP: MTP	PHONE: (239)643-2324	ACAO NO. 15124-C-Hydraulic Dredging.dwg
CHECKED: [ ]	ENG: [ ]	FAX: (239)643-1143	REF. NO. 15.124
SEC: [ ]	NO. [ ]	WWW.COASTALENGINEERING.COM	BY: [ ]
ACAO NO. 15124-C-Hydraulic Dredging.dwg	DATE: [ ]	E-MAIL: info@ceci.com	NO. [ ]
REV. NO. [ ]	DATE: [ ]		DESCRIPTION: [ ]





SCALE  
H: 1" = 100'  
V: 1" = 10'

LEGEND

- = OCTOBER 2016 SURVEY
- - - = 0.5' FILL TOLERANCE
- = DESIGN FILL AREA

Exhibit 3



DATE: 10/27/2018		SCALE: AS NOTED	
DRAWN: SDB	DATE: 10/27/2018	SCALE: AS NOTED	SCALE: AS NOTED
CHECKED: MTP	DATE: 10/27/2018	SCALE: AS NOTED	SCALE: AS NOTED
REC: TRP	DATE: 10/27/2018	SCALE: AS NOTED	SCALE: AS NOTED
ACAD NO: 15124-C-Hydraulic Dredging.dwg	DATE: 10/27/2018	SCALE: AS NOTED	SCALE: AS NOTED
REF. NO:	DATE: 10/27/2018	SCALE: AS NOTED	SCALE: AS NOTED
CLIENT: LEE COUNTY		CLIENT: LEE COUNTY	
TITLE: BIG HICKORY ISLAND DISPOSAL AREA CROSS SECTIONS		TITLE: BIG HICKORY ISLAND DISPOSAL AREA CROSS SECTIONS	
CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENVIRONMENTAL PLANNING SERVICES		CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENVIRONMENTAL PLANNING SERVICES	
PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecfi.com		PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecfi.com	
COASTAL ENGINEERING CONSULTANTS INC. A CERT. GROUP COMPANY Serving Florida since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104		COASTAL ENGINEERING CONSULTANTS INC. A CERT. GROUP COMPANY Serving Florida since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104	
SHEET 8		SHEET 8	
FILE NO.: 15124-C-8		FILE NO.: 15124-C-8	

## EXHIBIT 4 MONITORING CONDITIONS

New Pass Navigational Dredging and Beach Disposal

FDEP Permit Number: 0323832-001-JC

FDEP Permit Modification No. 0323832-003-JN

FDEP Permit Modification No. 0323832-004-JN

### SPECIFIC CONDITIONS:

- 6e. Biological monitoring qualifications: Biological monitoring qualifications shall be submitted to the JCP Compliance Officer for review. If additional monitoring team(s) are subcontracted, or new staff is added to the monitoring team, proposed changes and qualifications shall be submitted to the JCP Compliance Officer for review at least 30 days prior the sampling event.
21. Shorebird Protection Conditions. Shorebird surveys shall be conducted by trained, dedicated individuals (Bird Monitor) with proven shorebird identification skills and avian survey experience.
  - a. Selection of Bird Monitors. A list of Bird Monitors with their contact information, summary of qualifications including bird identification skills and avian survey experience shall be provided to the FWC. This information shall be submitted to the FWC Regional Biologist (see Exhibit 1) prior to any construction or shorebird surveys for review and consultation. Bird Monitors shall meet the following minimum qualifications.
    - i. Ability to identify all species of beach-nesting birds that nest in the project area by sight and sound.
    - ii. Ability to identify breeding/territorial behaviors and find nests of shorebirds and seabirds that occur in the project area.
    - iii. Ability to identify habitats preferred by shorebirds and seabirds nesting in the project area.
    - iv. Completed full introductory course training (online or webinar) and annually completes refresher course training (online or webinar) on the Breeding Bird Protocol for Florida's Seabirds and Shorebirds, including training in data entry. Training resources can be found on the Florida Shorebird Database website (<https://public.myfwc.com/crossdoi/shorebirds/links.html>).
    - v. Familiar with FWC beach driving guidelines: [www.myfwc.com/conservation/you-protect/conservation/wildlife/beach-driving](http://www.myfwc.com/conservation/you-protect/conservation/wildlife/beach-driving).

- vi. Previously participated in beach-nesting bird surveys associated with FWC, Audubon or FWS in Florida (please provide references).
  - vii. Experience posting beach-nesting bird sites, consistent with Florida Shorebird Alliance (FSD) Guidelines (<http://flshorebirdalliance.org/resources/instructions-manuals.aspx>).
  - viii. Registered contributor to the Florida Shorebird Database.
- b. The Bird Monitor(s) shall review and become familiar with the general information on the FWC's Florida Shorebird Database (FSD) website ([www.FLShorebirdDatabase.org](http://www.FLShorebirdDatabase.org)). They shall use the data collection protocol and implement data entry procedures as outlined on that website. An outline of data to be collected, including downloadable field data sheets, is available on the website.
  - c. Breeding season varies by species. Most species have completed the breeding cycle by September 1, but flightless young may be present through September. The following dates are based on the best available information regarding ranges and habitat use by species for this project: February 15 – September 1.
  - d. Surveys during the breeding season shall begin on the first day of the breeding season, or 10 days before any site work begins, whichever is later. Surveys shall be conducted through August 31, or until all breeding activity has concluded, whichever is later.
  - e. During the breeding season, the Bird Monitor(s) shall survey all potential beach-nesting bird habitats that may be affected by construction or pre-construction activities. The Bird Monitor(s) shall establish one or more shorebird survey routes in the FSD website to cover these areas.
  - f. During the pre-construction and construction phases of the project, the Bird Monitor(s) shall complete surveys on a daily basis to detect breeding activity and the presence of flightless chicks before (1) equipment is moved to the area, (2) vehicles are operated in the area or (3) any other activities occur that have the potential to disrupt breeding behavior or cause harm to the birds or their eggs or young. Once construction is completed, and all personnel and equipment have been removed from the beach, surveys may be conducted at weekly intervals.
  - g. The Bird Monitor(s) shall survey the project area by walking and looking for evidence of (1) shorebirds exhibiting breeding behavior, (2) shorebird chicks or (3) shorebird juveniles, as outlined in the FSD's Breeding Bird Protocol for Shorebirds and Seabirds. The Bird Monitor(s) shall use binoculars for these surveys.
  - h. If an ATV or other vehicle is needed to cover large project areas, operators shall adhere to the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you- conserve/wildlife/beach-driving/>). Specifically, the

vehicle shall be operated at a speed <6 mph and only on beaches at or below the high tide line. The Bird Monitor(s) shall stop at no greater than 200-meter intervals to look for breeding activity.

- i. Once the Bird Monitor(s) confirms that birds are breeding, as evidenced by the presence of a scrape, eggs or young, the Bird Monitor(s) shall notify the FWC Regional Species Conservation Biologist (see the attached FWC contact information exhibit) within 24 hours. The Bird Monitor(s) shall report all breeding activity to the FSD website within one week of data collection.

22. Shorebird Buffer Zones and Travel Corridors. The Bird Monitor(s) shall establish a disturbance-free buffer zone around any location within the project area where shorebirds have been engaged in breeding behavior, including territory defense. The FWC considers a 300-foot-wide buffer to be adequate based on published studies; however, a smaller, site-specific buffer may be established if approved by the FWC Regional Species Conservation Biologist (see the attached FWC contact information exhibit). All sources of human disturbance (including pedestrians, pets and vehicles) shall be prohibited in the buffer zone.

- a. The Bird Monitor(s) shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds do appear to be agitated or disturbed by these activities, then the Bird Monitor(s) shall widen the buffer zone immediately to a sufficient size to protect breeding birds.
- b. The Bird Monitor(s) shall ensure that reasonable and traditional pedestrian access shall not be blocked in situations where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be tolerated when breeding was initiated within 300 feet of an established beach access pathway. The Bird Monitor(s) shall work with the FWC Regional Species Conservation Biologist to determine if pedestrian access can be accommodated without compromising nesting success.
- c. The Bird Monitor(s) shall ensure that the perimeters of designated buffer zones are marked with posts, twine and signs stating: "Do Not Enter, Important Nesting Area" or similar language. The signs shall include the name and a phone number of the entity responsible for posting. Posts shall not be higher than 3 feet once installed. "Symbolic fencing" (i.e., twine, string or rope) shall be placed between all posts and shall be clearly visible to pedestrians. In areas where marine turtles nest, the ropes shall be at least 2.5 feet above the ground. If pedestrian pathways are approved by the FWC Regional Species Conservation Biologist within the 300-foot buffer zone, these pathways shall be clearly marked. The Bird Monitor(s) shall ensure that the posting is maintained in good repair until breeding is completed or terminated. Although solitary nesters may leave the buffer zone with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.

- d. The Bird Monitor(s) shall ensure that no construction activities, pedestrians, moving vehicles or stockpiled equipment occur within the buffer area. The Bird Monitor(s) shall designate and mark travel corridors outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may go past breeding areas in these corridors. However, other activities such as stopping or turning heavy equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site.
- e. If flightless shorebird young are present within or adjacent to the equipment travel corridor, a Bird Monitor shall be present during the operation to ensure that equipment does not operate within 300 feet of the flightless young. It is the Permittee/Contractor's responsibility to ensure that no chicks are in the path of the moving vehicles and that the vehicles leave no tracks capable of trapping flightless chicks.
- f. The FWC recommends that some activity in the travel corridor is maintained on a daily basis in order to discourage birds from nesting within the travel corridor. These activities shall not be allowed to disturb shorebirds nesting on site or interfere with sea turtle nesting, especially if the corridors are established before construction has started.
- g. Notification. If the Bird Monitor(s) find that shorebirds are breeding within the project area, he or she shall ensure that an informational bulletin board is placed and maintained in the construction staging area. This bulletin board shall display a location map of the construction site, depict the location(s) of the bird breeding areas and include a clearly visible warning stating: "NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE AND FEDERAL MIGRATORY BIRD ACTS".

23. Marine Turtle Nest Surveys and Relocation Conditions.

For sand placement projects during marine turtle nesting season (April 15 –November 15), daily early morning surveys shall be conducted and eggs shall be relocated per the requirements below until completion of sand placement. Note: All egg relocation shall be completed prior to 9a.m. of the morning following deposition and marine turtle monitors shall not enter posted shorebird buffer areas to conduct monitoring or to relocate nests, unless authorized by FWC staff to do so. Monitoring and reporting shall continue throughout the nesting season and shall be conducted according to the Post-Construction Monitoring and Reporting Marine Turtle Protection Conditions included in this document.

- a. Turtle Monitors. Nesting surveys and egg relocations shall only be conducted by persons with prior experience and training in these activities and who are duly authorized to conduct such activities through a valid permit issued by FWC, pursuant to Chapter 68E-1, F.A.C. Please contact FWC's Marine Turtle Management Program in Tequesta at [MTP@myfwc.com](mailto:MTP@myfwc.com) for information on the permit holder in the project area. It is the responsibility of the Permittee to ensure that nesting surveys are completed by the

authorized Marine Turtle Permit Holder. Nesting surveys shall be conducted daily, beginning no earlier than sunrise.

- b. Nesting surveys shall be initiated 65 days prior to sand placement activities, or by the beginning of marine turtle nesting season (April 15 – November 15), whichever is later. Nesting surveys shall continue daily through the end of the project, or November 15, or until two weeks after the last crawl in the project area, whichever is earlier. If nests are laid in areas where they may be affected by sand placement activities, eggs shall be relocated per the requirements listed in these conditions. Monitoring shall resume for subsequent nesting seasons according to Post-construction Monitoring and Reporting Marine Turtle Protection Conditions included in this document.
  - c. Only those nests laid in the area where sand placement will occur shall be relocated. Nest relocation shall not occur upon completion of sand placement. Nests requiring relocation shall be moved no later than 9:00 a.m., the morning following deposition, to a nearby self-release beach site in a secure setting, where artificial lighting would not interfere with hatchling orientation. Relocated nests shall not be placed in organized groupings. Relocated nests shall be randomly staggered along the length and width of the beach, in settings that are not expected to experience daily inundation by high tides, that are not known to routinely experience severe erosion and egg loss and that are not subject to artificial lighting. Nest relocations in association with construction activities shall cease when sand placement activities no longer threaten nests.
  - d. Nests deposited within areas where construction activities have ceased or will not occur for 65 days, and nests laid in the nourished berm prior to tilling, shall be marked and left in place. The turtle permit holder shall install an on-beach marker at the nest site and/or a secondary marker at a point as far landward as possible to assure that future location of the nest will be possible should the on-beach marker be lost. No activity shall occur within this area, nor shall any activities occur that could result in impacts to the nest. Nest sites shall be inspected daily to assure that nest markers remain in place and the nest has not been disturbed by the project activity.
28. Tilling Requirements. If tilling is required, as specified above, the area shall be tilled to a depth of 24 inches immediately after completion of each beach placement event, and prior to April 15th, for three (3) years. All tilling activity shall be completed prior to the marine turtle nesting season. If tilling occurs during shorebird nesting season, shorebird surveys shall be required prior to tilling per the Shorebird Conditions included within this document. It is the responsibility of the contractors (and ultimately the Permittee) to avoid tilling, scarp removal or dune vegetation planting in areas where nesting birds are present. Each pass of the tilling equipment shall be overlapped to allow thorough and even tilling. If the project is completed during the marine turtle nesting season, tilling shall not be performed in areas where nests have been left in place or relocated. If compaction measurements are taken, a report on the results of the

compaction monitoring shall be submitted electronically to FWC at [marineturtle@myfwc.com](mailto:marineturtle@myfwc.com) prior to any tilling actions being taken.

- a. No tilling shall occur within 300 feet of any shorebird nest.
  - b. If flightless shorebird young are present within the work zone or equipment travel corridor, a Bird Monitor shall be present during the operation to ensure that equipment does not operate within 300 feet of the flightless young.
  - c. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling.
  - d. Tilling shall occur landward of the wrack line and all vegetated areas three (3) square feet or greater shall be avoided, and a three (3) foot buffer shall be maintained around the vegetated areas. The slope between the mean high water line and the mean low water line shall be maintained in such a manner as to approximate natural slopes.
  - e. Any vehicles operated on the beach in association with tilling shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-conserve/wildlife/beach-driving/>).
29. Escarpment Surveys. Visual surveys for escarpments along the project area shall be made immediately after completion of sand placement and during March 15 to April 15 for three (3) subsequent years if placed sand still remains on the beach. Escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of at least 100 feet shall be leveled and the beach profile shall be reconfigured by April 15 to minimize scarp formation. Any escarpment removal shall be reported by location. If the project is completed during the sea turtle nesting and hatching season, escarpments may be required to be leveled immediately, while protecting nests that have been relocated or left in place. The Permittee shall contact FWC immediately if subsequent reformation of escarpments occurs during the nesting and hatching season and the escarpments interfere with sea turtle nesting or exceed 18 inches in height for a distance of 100 feet. The FWC would then determine the appropriate action to be taken. If it is determined that escarpment leveling is required during the nesting or hatching season, the FWC shall provide a brief written authorization that describes methods to be used to reduce the likelihood of impacting existing nests. An annual summary of escarpment surveys and actions taken shall be submitted electronically to [marineturtle@myfwc.com](mailto:marineturtle@myfwc.com) along with the annual summary as described below. If escarpment removal occurs during shorebird breeding season, shorebirds surveys shall be required per the Shorebird Conditions included within this document prior to removal. NOTE: Out-year escarpment monitoring and remediation are not required if placed material no longer remains on the dry beach.
- a. No heavy equipment shall operate within 300 feet of any shorebird nest.

## Exhibit 4

- b. If flightless shorebird young are present within the work zone or equipment travel corridor, a Bird Monitor shall be present during the operation to ensure that equipment does not operate within 300 feet of the flightless young.
  - c. Any vehicles operated on the beach in association with escarpment surveys or removal shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-serve/wildlife/beach-driving/>).
30. Post-construction Conditions, Monitoring and Reporting Conditions.
- a. Shorebirds: If beach cleaning will occur on the nourished beach, a minimum of 30% of the biotic material within the wrack line shall be left on the beach post-cleaning at the strand line in a natural configuration to ensure that the nourished beach re-establishes its function as foraging habitat for shorebirds. This shall occur for as long as the placed sand remains on the beach.
  - b. Marine Turtles: Reports on all marine turtle nesting activity shall be provided for the initial marine turtle nesting season (April 15 – November 15) and for up to two additional nesting seasons as follows:
    - i. For the remainder of the nesting season immediately following construction, and the following year, the number and type of emergences (nests or false crawls) shall be reported per species in accordance with Table 1 below. An additional year of nesting surveys may be required if nesting success for any species on the nourished beach is less than 40%.
    - ii. For the remainder of the nesting season immediately following construction, reproductive success shall be reported per species in accordance with Table 1 below. Reproductive success shall be reported for all loggerhead, Kemp's ridley, green and leatherback nests.
    - iii. In the event that the reproductive success documented by species meets or exceeds required criteria (outlined in Table 1 below) for each species, monitoring for reproductive success shall be recommended, but not required for the second year post-construction.
    - iv. Monitoring of nesting activity in the seasons following construction shall include daily surveys and any additional measures authorized by the FWC. Summaries shall include all crawl activity, nesting success rates, hatching success of all relocated nests, hatching success of a representative sampling of nests left in place (if any) by species, project name and applicable project permit numbers and dates of construction.
    - v. Lighting Surveys. Two lighting surveys shall be conducted of all artificial lighting visible from the nourished berm. The first survey shall be conducted between May 1 and May



15 of the first nesting season following construction, or immediately after placement if construction is not completed until after May 15. A second survey shall be conducted between July 15 and August 1. The surveys shall be conducted by the Permittee and shall be conducted to include a landward view from the seaward most extent of the new beach profile. The surveys shall follow standard techniques for such a survey and include number and type of visible lights, location of lights and photo documentation. For each visible light source, the Permittee shall document that the property owner(s) have been notified of the problem light and have been provided, with recommendations for correcting the light. Recommendations must be in accordance with the Florida Model Lighting Ordinance for Marine Turtle Protection (Chapter 62B-55, F.A.C.) and local lighting restrictions. A report summarizing all lights visible shall be submitted to FWC Imperiled Species Management Section at [marineturtle@myfwc.com](mailto:marineturtle@myfwc.com) and copied to [JCPCompliance@dep.state.fl.us](mailto:JCPCompliance@dep.state.fl.us) by the 1st of the month following each survey. A summary report documenting what corrective actions have been taken shall also be submitted by December 15 of that year. After the annual report is completed, a meeting shall be set up with the Permittee or local sponsor, county or municipality and FWC to discuss the survey report as well as any documented sea turtle disorientations in or adjacent to the project area.

- c. Data shall be reported for the nourished areas in accordance with the Table 1 below and shall include number of nests lost to erosion or washed out. Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets) to the FWC Imperiled Species Management Section at [marineturtle@myfwc.com](mailto:marineturtle@myfwc.com) and copied to [JCPCompliance@dep.state.fl.us](mailto:JCPCompliance@dep.state.fl.us). All summaries shall be submitted by January 15 of the following year. The FWC Excel spreadsheet is available upon request from [marineturtle@myfwc.com](mailto:marineturtle@myfwc.com).

**Table 1. Marine Turtle Monitoring for Beach Placement of Material**

Metric	Duration	Variable	Criterion
Nesting Success	Year of construction and one year post construction if placed sand remains on beach. Up to three years if variable does not meet criterion. <sup>1 and 2</sup>	Number of nests and non-nesting emergences by day by species	40% or greater
Hatching Success	Year of construction. Additional one to two years post construction if placed sand remains on beach and variable does not meet criterion. <sup>1 and 2</sup>	Number of hatchlings by species to completely escape egg	Average of 60% or greater (data must include washed out nests)
Emergence Success	Year of construction. Additional one to two years post construction if placed sand remains on beach and variable does not meet success criterion. <sup>1 and 2</sup>	Number of hatchlings by species to emerge from nest onto beach	Average must not be significantly different than the average hatching success
Disorientation	Year of construction and one to three years post construction if placed sand remains on beach. <sup>1 and 2</sup>	Number of nests and individuals that misorient or disorient	
Lighting Surveys	Two surveys the year following construction, one survey between May 1 and May 15 and second survey between July 15 and August 1. <sup>1 and 2</sup>	Number, location and photographs of lights visible from the nourished berm, corrective actions and notifications	100% reduction in lights visible from nourished berm within one to two month period
Compaction	Up to three years. Not required if the beach is tilled prior to nesting season each year placed sand remains on beach.	Shear resistance	Less than 500 psi
Escarpment Surveys	Weekly during nesting season for up to three years, each year that placed sand remains on the beach. <sup>2</sup>	Number of scarps 18 inches or greater extending for more than 100 feet that persist for more than 2	Successful remediation of all persistent scarps as needed

Notes: <sup>1</sup>Not required for maintenance dredging.

<sup>2</sup>Not required if dredged sand is placed in the nearshore swash or littoral zones only.

USACE PERMIT NUMBER: SAJ-2014-00219(SP-BEM)

Special Conditions:

SPBO dated March 13, 2015

6) Revised Statewide Programmatic Biological Opinion (SPBO): The Permittee provided information to the U. S. Fish and Wildlife Service (Service) during consultation for nesting sea turtles and critical habitat for the loggerhead sea turtle. The Permittee has reviewed the Terms and Conditions to implement the Reasonable and Prudent Measures (RPMs) associated with incidental take for these species as detailed in the revised SPBO dated March 13, 2015, and agreed to follow the measures included to minimize impacts to nesting sea turtles and loggerhead sea turtle critical habitat. The Service provided concurrence that the dredging activities and sand placement activities are consistent with the 2015 SPBO provided the Permittee follows the Terms and Conditions to implement the RPMs associated with incidental take. All monitoring and reporting requirements must be submitted as outlined in the 2015 SPBO.

B19. An excel sheet with the information listed in Table 20 shall be submitted to the Service electronically [seaturtle@fws.gov](mailto:seaturtle@fws.gov) by December 31 of the year following construction. A report with the information from Terms and Conditions B10 and B11 shall be submitted to the Service by December 31 of the year for 3 years following construction.

B10. Sand compaction shall be monitored in the area of dredged material placement immediately after completion of the project and prior to the dates in Table 19 for 3 subsequent years.

If tilling is needed, the area shall be tilled to a depth of 36 inches. Each pass of the tilling equipment shall be overlapped to allow more thorough and even tilling. All tilling activity shall be completed at least once prior to the nesting season. The requirement for compaction monitoring can be eliminated if the decision is made to till regardless of post construction compaction levels. Additionally, out-year compaction monitoring and remediation are not required if placed material no longer remains on the dry beach. (NOTE: If tilling occurs during shorebird nesting season (February 15-August 31), shorebirds surveys prior to tilling are required per the Migratory Bird Treaty Act ([http://myfwc.com/docs/Conservation/FBCI\\_BNB\\_SeaTurtleMonitors.pdf](http://myfwc.com/docs/Conservation/FBCI_BNB_SeaTurtleMonitors.pdf)).

B11. Visual weekly surveys for escarpments along the project area shall be made immediately after completion of the dredged material placement and within 30 days prior to the start dates for Nesting Season Monitoring in Table 19 for 3 subsequent years if sand in the project area still remains on the dry beach.

Escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet shall be leveled and the beach profile shall be reconfigured to minimize scarp formation by the dates listed above. Any escarpment removal shall be reported by location. If the project is completed during the early part of the sea turtle nesting and hatching

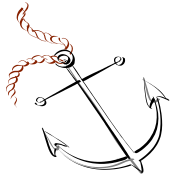
season (March 1 through April 30), escarpments may be required to be leveled immediately, while protecting nests that have been relocated or left in place. The Service shall be contacted immediately if subsequent reformation of escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet occurs during the nesting and hatching season to determine the appropriate action to be taken. If it is determined by the Service, in coordination with the FWC, that escarpment leveling is required during the nesting or hatching season, the Service will provide a brief written authorization within 30 days that describes methods to be used to reduce the likelihood of impacting existing nests. An annual summary of escarpment surveys and actions taken shall be submitted electronic to [seaturtle@fws.gov](mailto:seaturtle@fws.gov).

- 8) Piping Plover Programmatic Biological Opinion (P3BO): The permittee provide provided information to the Service during consultation for the piping plover. The Permittee has reviewed the Reasonable and Prudent Measures, Terms and Conditions of the, and agreed to follow the measures included to minimize impacts to piping plovers. The FWS provided concurrence that the maintenance dredging activities and sand placement activities are consistent with the P3BO provided the Permittee complies with the mandatory Terms and Conditions to implement the RPMs associated with incidental take for the piping plover. All monitoring and reporting requirements must be submitted as outlined in the P3BO.
7. Educational signs shall be installed at public access points within the project area with emphasis on the importance of the beach habitat and wrack for piping plovers. When the project area has a pet or dog regulation, the provisions of the regulation shall be included on the educational signs.
8. For one full piping plover migration and winter season (beginning July 15 to may 15) prior to construction, and 2 years following each dredging and sand placement event, bi-monthly (twice-monthly) surveys for piping plovers shall be conducted in the beach fill and in any other intertidal or shoreline areas within or affected by the project. If a full season is not available, at least 5 consecutive months with three surveys per month spaced at least 9 days apart are required.
9. The person(s) conducting the survey must demonstrate the qualifications and ability to identify shorebird species and be able to provide the information listed below. The following will be collected, mapped, and reported:
  - a. Date, location, time of say, weather, and tide cycle when survey was conducted;
  - b. Latitude and longitude of observed piping plover locations (decimal degrees preferred);
  - c. Any colored bands observed on piping plovers;
  - d. Behavior of piping plovers (e.g., foraging, roosting, preening, bathing, flying, aggression, walking);

## Exhibit 4

- e. Landscape features where piping plovers are located (e.g., inlet spit, tidal creeks, shoals, lagoon shoreline);
- f. Habitat feature(s) used by piping plovers when observed (e.g., intertidal, fresh wrack, old wrack, dune, mid-beach, vegetation);
- g. Substrata used by piping plovers (e.g., sand, mud/sand, mud, algal mat);
- h. The amount and type of recreational use (e.g., people, dogs on or off leash, vehicles, kite-boarders); and
- i. All other shorebirds/waterbirds seen within the area.

All information shall be provided in Excel spreadsheet. Monitoring results shall be submitted (datasheets, maps, database) on standard electronic media (e.g., CD, DVD) to the appropriate Field office by July 31 of each year in which monitoring is completed. If an appropriate web based reporting system becomes available, it would be used in lieu of hard copy/media.



*Providing quality service since*

985-956-7331 office  
985-960-0361 cell  
www.coastaldredgingcompanyinc.com

## ***Coastal Dredging Company, Inc.***

### **Pelican Landing Structural Protection Plan**

In preparation for the New Pass Maintenance Dredging, Coastal Dredging Company, Inc. has prepared this Structural Protection Plan for the disposal operations at Big Hickory Island on Pelican Landing Community Association's property. In addition to this plan, the condition of equipment accesses and routes and all pipeline routes will be documented with video prior to construction.

### **Groins**

To fully protect and avoid any damage to the existing groins on Big Hickory Island Coastal Dredging Company, Inc. will institute the following practices in our work plan.

1. Before any equipment is unloaded on the island Coastal Dredging Company, Inc. will survey and stake out all of the King Pilings on the groins. The pilings will be marked with typical conduit survey stakes and will be flagged with highly visible survey tape. This will ensure that all operators and crew members will know the location of the piles. Coastal Dredging Company, Inc. will require an As-built drawing for the groins from the owner. All the stakes will be logged and removed after beach fill construction is complete.
2. Coastal Dredging Company will push a berm utilizing existing material to protect the groins from scour during the beach fill operations. This will ensure that no dredged material will be discharged directly onto the Groins and will protect it from erosion during construction.
3. When equipment is needed to be moved either north or south of a groin the following methodologies will be utilized.
  - a. When there are calm seas and sufficiently low tides Coastal Dredging Company, Inc. will move tracked equipment around the groins on the gulf side.
  - b. When conditions are not conducive to moving tracked equipment around the groins, Coastal Dredging Company, Inc. will bridge across the structures via a sand ramp and or utilizing crane mats. The crossing of the structures (if necessary) will be limited to the area between the King Piling to prevent damage to the structures.
4. Please refer to the attached drawing for Pelican Landing Equipment Unloading and Routes.

### **Pipeline Installation**

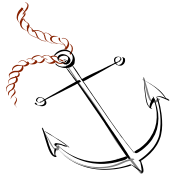
During the installation of the shore pipeline Coastal Dredging Company, Inc. will employ the following procedures to minimize any disturbance to the existing vegetation and avoid damaging any structures.

***19128 Robert Road***

***Hammond, La. 70401***

***P.O. Box 3085 Hammond, La. 70404***

FINAL 21 April 2017



*Providing quality service since*

985-956-7331 office  
985-960-0361 cell  
[www.coastaldredgingcompanyinc.com](http://www.coastaldredgingcompanyinc.com)

## **Coastal Dredging Company, Inc.**

1. Coastal Dredging Company, Inc. will install approximately 1,000 feet of pipeline to reach from the back side of the island to the beach fill area. The 1,000 feet of pipeline will be fused prior to being pulled onshore. The upland pipeline route starts approximately 100 feet south of Pelican Landing Community Association's boat dock on the east side of the island. It will proceed along an existing path which was utilized in previous dredging projects the route proceeds west and south towards the backside of Pavilion 2. Once it reaches the backside of Pavilion 2 it will follow the existing cart path until reaching the beach just south of Pavilion 2.
2. Coastal Dredging Company, Inc. will utilize an excavator and dozer to pull the pipeline onshore and along the proposed pipeline route. No equipment will be used in the Equipment Exclusion Areas depicted in the attached drawings. In these areas rope or cable will be utilized to pull the pipeline from the opposite side to minimize disturbance of vegetation and prevent damage any structures.
3. While installing the pipeline near and under Pavilion 2, safety procedures will be put in place to prevent contact with existing structures. Equipment will be utilized to help pull the pipeline thru the desired route.
4. Once the pipeline has reached the beach fill area Coastal Dredging Company, Inc. will trench and bury the pipeline as necessary to accommodate Pelican Landing Community Association's ingress and egress to their facilities.
5. All pipeline installation and removal will be done while an inspector is on site and only during daylight hours.
6. To the greatest extent practicable, healthy vegetation will be avoided. Where it cannot be avoided, dune vegetation mitigation for impacts to dune vegetation will be completed by Lee County and WCIND and will consist of replanting of native vegetation in type and number comparable to those impacted.
7. Please refer to the attached drawing Pelican Landing Pipeline Route.

### **Equipment Unloading/Travel Routes/Misc Items**

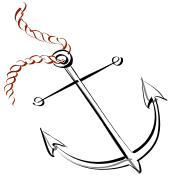
1. There are different possible locations and travel routes where equipment may be unloaded to get to the beach fill area. This will primarily be determined by weather conditions at the time of mobilizing to the beach and depth of the approach area. Care will be taken to avoid impacts to any existing submerged resources.
2. For the pipeline installation an excavator will be unloaded on the east side of the island and will be utilized for installation of the pipeline to the beach fill area south of Pavilion 2.
3. If the seas are rough the dozer will be unloaded in the same location and moved to the beach via the beach access route that is shown on the drawing for rough seas. The excavator will be moved around to the beach along the same route.

***19128 Robert Road***

***Hammond, La. 70401***

***P.O. Box 3085 Hammond, La. 70404***

FINAL 21 April 2017



*Providing quality service since*

985-956-7331 office  
985-960-0361 cell  
[www.coastaldredgingcompanyinc.com](http://www.coastaldredgingcompanyinc.com)

## *Coastal Dredging Company, Inc.*

4. If the seas are calm then the dozer will be unloaded right onto the beach therefore limiting exposure to Pelican's vegetation and travel routes. When the excavator is finished on the east side of Pavilion 2 and the seas are calm it will go back to the unloading site and load back onto the barge and move around the point and unload on to the beach where the dozer is unloaded.
5. This will be decided based on the weather at the time and the approval of Pelican Landing Community Association and/or Owner/Engineer.
6. Additionally Coastal Dredging Company will have an UTV or side by side on the island for the crew to access the fill area and move supplies back and forth. This UTV will stay on the routes previously discussed in this plan.
7. In the event that any of the existing structures, such as railroad cross ties, poles, rope, or chairs need to be moved permission will be asked from Pelican Landing Community Association before any such action is taken.
8. Once all fill is completed and before demobilization is completed Coastal Dredging Company will conduct a walkthrough inspection with the Pelican Landing Community Association's representative and Owner/Engineer to assure no further work is required and receive a release by Pelican Landing Community Association to both Coastal Dredging Company, Inc. and the Owner.
9. Coastal Dredging Company, Inc. will communicate daily with the engineer and Pelican Landing Community Association to minimize disturbance to Pelican Landing Community Association's beach visitors.

***19128 Robert Road***

***Hammond, La. 70401***

***P.O. Box 3085 Hammond, La. 70404***

FINAL 21 April 2017



<b>Blue Sheet No. 20170216</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>Item No. C11</b>
------------------------------------	--	---------------------

**TITLE:**  
Award contract for security and parking monitor services

**ACTION REQUESTED:**  
 A. Award a contract for Request for Proposals No. RFP160632DKR Security and Parking Monitor Services Countywide to Universal Protection Service, LLC dba Allied Universal Security Services, for use Countywide on an as needed basis for security and parking monitor services as approved in the departments' annual adopted budgets, for a period of one year.  
 B. Authorize the Chair to execute the contract document on behalf of the Board of County Commissioners.  
 C. Grant the Director of Procurement Management the authority to execute renewals of these contracts, with County Administration approval, for up to three additional one-year periods, as approved in the departments' annual budgets, if doing so is in the best interest of Lee County.

**FUNDING:**  
Funding available through the various departments that will use this contract.

**WHAT ACTION ACCOMPLISHES:**  
Awards a contract for Request for Proposals No. RFP160632DKR Security and Parking Monitor Services Countywide to Universal Protection Service, LLC dba Allied Universal Security Services, for use Countywide on an as needed basis for security and parking monitor services. Services are typically required for the Facilities Construction and Management Department and the Library System. During Fiscal Year 2015-2016, the total expenditures for parking monitor and unarmed security services were approximately \$351,000 and expenditures for armed security guards were approximately \$283,600.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-1 <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> PROCUREMENT MANAGEMENT <b>Division:</b> No Divisions <b>By:</b> Mary Tucker

**Background:**  
Procurement Management obtained proposals for security and parking monitor services to fulfill the needs of the main users, Facilities Construction and Management and the Library System. On the submission deadline of December 7, 2016, Procurement Management received seven submittals. The proposals were reviewed by the evaluation committee on January 30, 2017. The evaluation committee considered such criteria as staff overall experience/ business qualifications methodology, transition and approach to perform the required services, and ultimately recommended awarding the contract to Universal Protection Service, LLC dba Allied Universal Security Services.

During Fiscal Year 2015-2016, the total expenditures for parking monitor and unarmed security services were approximately \$351,000 and expenditures for armed security guards were approximately \$283,600.

- 1) RFP Tabulation
- 2) Proposed Contract for Universal Protection Service, LLC dba Allied Universal Security Services

<b>Required Review:</b>					
<b>Mary Tucker</b>	<b>Mary Tucker</b>	<b>Anne Henkel</b>	<b>Peter Winton</b>	<b>Ashley D. Fesperman</b>	<b>Christine Brady</b>
PROCUREMENT MANAGEMENT	Purchasing	Budget Analyst	Budget Services	County Attorney	County Manager



## Proposal Opening Tabulation

**Proposal Number:** RFP160387/RDF  
**Proposal Title:** Security and Parking Monitor Services - County Wide

**OPENING DATE:** Wednesday, December 07, 2016  
**TIME:** 2:30 p.m.

**Opened by:** Donald Keith Rancy  
**Title:** Procurement Analyst

**Verified by:** *Pat. Lewis* (PTA)  
 Patrick T. Lewis Sr.

**Attended Opening:**

---



---



---



---

	FIRM	FIRM	
1	<i>Swift Security, Inc.</i>		11
2	<i>Kempt Group International</i>		12
3	<i>G4S Secure Services</i>		13
4	<i>American Guard Services</i>		14
5	<i>Universal Protection Services</i>		15
6	<i>Diamond Investigations &amp; Security</i>		16
7	<i>First Coast Security Services, Inc</i>		17
8			18
9			19
10			20

**\*\* AWARD TO BE MADE AFTER STAFF RECOMMENDATION  
 AND COUNTY COMMISSION APPROVAL AT A LATER DATE\*\***

**AGREEMENT FOR  
SECURITY AND PARKING MONITOR SERVICES COUNTYWIDE**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Universal Protection Service LLC dba Allied Universal Security Services, a Delaware corporation authorized to do business in the State of Florida, whose address is 1551 N. Tustin Avenue, #650 Santa Ana, CA 92705, and whose federal tax identification number is 56-0515447, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase security guard and parking monitor services from the Vendor in connection with "Security and Parking Monitor Services" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP160632DKR on November 4, 2016; and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on February 16, 2017; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP160632DKR, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

**II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall be in effect for one year. The County reserves the rights to renew this award (or any portion thereof) for up to

three (3) additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. RFP160632DKR, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

**VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

**VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

### **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:
  - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
  - 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

**IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

**X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

#### **XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

#### **XII. TERMINATION**

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

#### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.



- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

#### **XIV. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

#### **XV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

**XVI. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, electronic mail, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:	
Name:	<u>Taylor McDonald</u>	Names:	<u>Roger Desjarlais      Mary Tucker</u>
Title:	<u>Director, Government Services</u>	Titles:	<u>County Manager      Director of Procurement Management</u>
Address:	<u>1551 N. Tustin Avenue, #650 Santa Ana, CA 92705</u>	Address:	<u>P.O. Box 398  Fort Myers, FL 33902</u>
Telephone:	<u>954-415-7419</u>	Telephone:	<u>239-533-2221      239-533-8881</u>
Facsimile:	<u>239-278-5929</u>	Facsimile:	<u>239-485-2262      239-485-8383</u>
E-mail:	<u>Taylor.mcdonald@aus.com</u>	E-Mail:	<u>rdesjarlais@leegov.com      mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  1. Agreement
  2. County's Purchase Order
  3. Solicitation No. RFP160632DKR
  4. Vendor's Submittal in Response to Solicitation No. RFP160632DKR

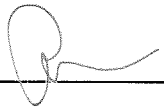
[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

**UNIVERSAL PROTECTION SERVICE LLC  
DBA ALLIED UNIVERSAL SECURITY  
SERVICES**

Signed By: 

Signed By: 

Print Name: Taylor McDonald

Print Name: Andrew Daniels

Title: VP Business Development

Date: 4/17/17

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_

CHAIR

DATE: \_\_\_\_\_

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: \_\_\_\_\_

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: \_\_\_\_\_  
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A SCOPE OF SERVICES**

The Vendor shall provide security and parking monitoring services on an as needed basis in strict accordance with the Detailed Specifications of RFP160632DKR and as further provided by this Agreement. The Vendor shall provide all labor, management, supervision, supplies, equipment, transportation, training, uniforms, licenses and certifications, and all associated materials to fulfill its obligations under this Agreement.

### Service Locations

Locations may vary from time to time; buildings, sites/locations, or events can be added or deleted; and scheduled days and hours changed to meet the County's requirements, at Lee County's discretion.

#### 1. DESIGNATED CONTACT

The Vendor has appointed the following person or persons to act as a primary contact for all County departments (the "Designated Contact"). The person(s) listed below shall be available 24 hours a day, seven days a week by phone or in person, and must be knowledgeable of the terms and procedures involved in the commission of the services required by the Agreement. The Vendor must notify the County in writing of any change to the designated contact within twenty-four (24) hours of such change.

Primary Contact: Taylor McDonald 954-415-7419  
Secondary Contact: Brook Cagle 813-629-2960

#### 2. MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County must be able to reach to the Vendor's Designated Contact by phone 24 hours per day, 365 days per year, in order to allow the County access to this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in RFP160632DKR elsewhere in an emergency situation.

**EXHIBIT B  
FEE SCHEDULE**

For actual services rendered under this Agreement, the County shall pay the Vendor for services at the hourly rates listed below. Listed rates are "fully burdened" and include all expenses necessary to provide staff in accordance with this Agreement, including, but not limited to, wages, insurance, benefits, taxes, licensing fees and charges, overhead and profit.

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Cost per Hour</i>
1	Unarmed "Base" Security Service	One Person	\$12.69
2	Armed Security Guard	One Person	\$14.81
3	Parking Monitor	One Person	\$12.69

CONSUMER PRICE INDEX ADJUSTMENT

At the County's sole discretion, the fees listed in this Exhibit B may be increased annually on the first of October. In order for a fee increase under this provision to be considered, the Vendor shall make a request for the increase, in writing, to the County no later than August 1<sup>st</sup> of each contract year. If granted, this increase would be based on the July Consumer Price Index for U.S. City Average, Wage and Clerical Workers, All Items, as published by the Bureau of Labor Statistics, Southeastern Regional Office as of the month of July for that year. The County will notify the Vendor of the increased amount if granted. This increased amount would begin with the billing for the month of October.

PRICE ESCALATION/DE-ESCALATION

1. Any "across the board" decreases to the fees listed in this Exhibit B must be immediately conveyed to the County and are subject to implementation at any time. The Vendor is further advised that price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.
2. No price increases will be authorized for 365 calendar days after the effective date of this Agreement. Upward price adjustments may be permitted only at the end of this period and only if verified to the satisfaction of the Procurement Management Department as provided herein.
3. Requests for price increases shall be made, in writing, to the Procurement Management Department no less than thirty (30) days in advance of the requested effective date of the change. The Vendor must submit documentation with the request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the Vendor by others not under the control of the Vendor.

**EXHIBIT B**  
**FEE SCHEDULE**

Failure of the Vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. Procurement Management may make such verification as deemed adequate.

4. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. Procurement Management will notify using agencies and the Vendor in writing of the effective date of any increase that is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices.
5. An increase that Procurement Management determines is excessive, regardless of any documentation supplied by the Vendor, may be cause for cancellation of the contract.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendors' interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Agreement. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

\*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."



## **EXHIBIT C INSURANCE REQUIREMENTS**

### **Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Agreement. A certificate of insurance will be provided to the Risk Manager Department for review and approval. The certificate shall provide for the following:

- a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**

- b. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

### **Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the Agreement.
2. It is the responsibility of the Vendor to ensure that all subcontractors comply with all insurance requirements.

<b>Blue Sheet No. 20170253</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>Item No. C12</b>
------------------------------------	--	---------------------

**TITLE:**  
Approve amendment to the existing Solid Waste and Recycling Collection Franchise Agreement

**ACTION REQUESTED:**  
A) Approve an Amendment to the existing Solid Waste and Recycling Collection Franchise Agreement with Waste Connections for Franchise Area No. 4. adjusting Commercial Recycling Collection Service rates.  
B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.

**FUNDING:**  
No funds required for this request

**WHAT ACTION ACCOMPLISHES:**  
Amends the current franchise service agreement with Waste Connections for Franchise Area No. 4 (Lehigh Acres, East Fort Myers, Alva) to allow rates for Commercial Recycling Collection Services to not exceed Solid Waste Collection Service rates.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other	<b>Commissioner:</b> All <b>Department:</b> SOLID WASTE <b>Division:</b> No Divisions <b>By:</b> Keith Howard

**Background:**  
This amendment will eliminate prescribed rates for Commercial Recycling Collection Services allowing the Franchise Hauler to charge rates up to but not exceeding rates for Solid Waste Collection Services. Commercial accounts are not required to use the franchise hauler and may utilize any service provider for commercial recycling services.

Rates for Commercial Recycling Services were prescribed in the documents for RFP-15033, the Residential, Multi-Family and Commercial Solid Waste and Recycling Collection Service agreement for Franchise Area 4 (Lehigh Acres, East Fort Myers, and Alva) which went into effect on October 1, 2015. This amendment removes the prescribed rate for commercial recycling services and allows the franchise haulers to negotiate rates with prospective customers at a rate that will not exceed the rate for collection services for solid waste.

This amendment satisfies conditions of a settlement agreement approved by the BOCC on 3/21/17 related to recycling services and rate setting (Blue Sheet No. 20170107).

1) Amendment No. 2 to Contract 7126 with Waste Connections, Inc. for Franchise Area No. 4.

<b>Required Review:</b>					
<b>Keith Howard</b>	<b>Ashley D. Fesperman</b>	<b>Lori Borman</b>	<b>Peter Winton</b>	<b>Nicole Turner</b>	<b>Doug Meurer</b>
SOLID WASTE	County Attorney	Budget Analyst	Budget Services	Purchasing	County Manager

SECOND AMENDMENT OF  
SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT

THIS SECOND AMENDMENT OF THE SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT, Lee County Contract No. 7126, is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Lee County Board of County Commissioners ("County") and Progressive Waste Solutions of FL, Inc., d/b/a Waste Connections of Florida ("Contractor"), collectively, the "Parties".

WHEREAS, the County entered into a Solid Waste and Recycling Collection Franchise Agreement, Lee County Contract No. 7126, dated April 21, 2015 with the Contractor such that the Contractor provides collection and hauling service for Franchise Service Area Number 4 in Lee County ("Agreement"); and,

WHEREAS, the Parties desire to make certain amendments to the Agreement in accordance with **Section 39. MODIFICATION** of the Agreement; and,

WHEREAS, **Section 6. CHARGES, RATES, PAYMENTS, DISPUTES, AND INTEREST RATES** - Item A. Solid Waste and Recycling Collection Rate Adjustment is hereby modified; and,

WHEREAS, the Contractor desires to continue providing all required collection services in accordance with the terms and conditions of the Agreement and all amendments thereto.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. This Second Amendment modifies **Section 6. CHARGES, RATES, PAYMENTS, DISPUTES, AND INTEREST RATES** – Item A. Solid Waste and Recycling

Collection Rate Adjustment. The not-to-exceed rates for Commercial Recycling Collection Service, as provided by Exhibit II, are hereby deemed null and void. The Parties agree that the rates for Commercial Recycling Collection Service may not exceed the rate for municipal solid waste collection services.

2. All other terms and conditions of the Agreement and all amendments thereto remain in full force and effect.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Chair

APPROVED as to Form for the Reliance of Lee County Only

BY: \_\_\_\_\_  
County Attorney's Office

DATED this 12<sup>TH</sup> day of APRIL, 2017

BY: Progressive Waste Solutions of FL, Inc.,  
d/b/a Waste Connections of Florida

ATTEST:

BY: Robert C. Nielsen III  
Authorized Signature

ROBERT A. NIELSEN III  
Authorized Signature Printed Name

SOUTHERN REGION VICE PRESIDENT  
Authorized Signature Title

Joseph P. Blavin, John  
(Witness)  
[Signature]  
(Witness)

CORPORATE SEAL:

<b>Blue Sheet No.</b> 20170228	<b>Lee County Board Of County Commissioners</b> <b>Agenda Item Report</b> <b>Meeting Date: 5/16/2017</b>	<b>Item No. C13</b>
-----------------------------------	--	---------------------

**TITLE:**

Award contracts for Professional Planning Services for LeeTran

**ACTION REQUESTED:**

A) Award contracts for Request for Proposals No. RFP160427/ANB, Professional Planning Services for LeeTran, to Tindal-Oliver & Associates, Inc., dba Tindal Oliver and The Corradino Group Inc., to provide professional planning services for LeeTran on an as-needed basis for one year, as approved in the department's annual adopted budget.

B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.

C) Authorize the Director of Procurement Management to negotiate and execute renewals of the contracts, with County Administration approval, for up to three additional one year periods, as approved in the department's annual budget and if doing so is in the best interest of Lee County.

**FUNDING:**

Budgeted in the current year for \$165,000.

Anticipated planning contract amounts will be budgeted in the future years.

Transit Capital: K15440148640.503190 Other Professional Services.

**WHAT ACTION ACCOMPLISHES:**

Awards contracts for Request for Proposals No. RFP160427/ANB, Professional Planning Services for LeeTran, to Tindal-Oliver & Associates, Inc., dba Tindal Oliver and The Corradino Group Inc., to provide professional planning services for LeeTran on an as-needed basis. Approval provides Lee Tran with two firms capable of providing professional services for miscellaneous transit projects. Staff will negotiate services with these firms on an as-needed, project-by-project basis. Services to be provided include a full range of transit planning services associated with the operation of an urban transit system. Some of the anticipated planning projects will be eligible for reimbursement from the Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT). The term of the contracts are one year with the option to renew for three additional one year periods. In FY 15/16, LeeTran's Planning consultant expenditures were \$306,967. These expenditures were reimbursed by FTA.

**MANAGEMENT RECOMMENDATION:**

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	<b>Commissioner:</b> All <b>Department:</b> TRANSIT <b>Division:</b> No Divisions <b>By:</b> Steve Myers

**Background:**

<b>Required Review:</b>					
Steve Myers	Ashley D. Fesperman	Anne Henkel	Peter Winton	Nicole Turner	David Harner
TRANSIT	County Attorney	Budget Analyst	Budget Services	Purchasing	County Manager

Letters of Interest were solicited on behalf of the Board of County Commissioners for Professional Planning Services for Lee County.

The deadline for receipt of the Letters of Interest was February 17, 2017. A total of two Letters of Interest were submitted within the established date and time. All Letters of Interest were considered at the evaluation committee meeting held on March 10, 2017.

At the committee meeting, each member indicated who they considered the most qualified and why. During the evaluation of firms, Committee members considered the firms overall experience, qualifications of their staff, project approach to various urban transit systems and pricing.

The evaluation committee's recommendation is to award to both Tindal-Oliver & Associates, Inc., dba Tindal Oliver and the Corradino Group Inc.

- 1) Scoring Sheet
- 2) Notice of Intended Decision
- 3) Proposed Contract – Tindal-Oliver & Associates, Inc., dba Tindal Oliver
- 4) Proposed Contract – The Corradino Group Inc.

Table 4: Proposer Evaluation Criteria		Points
Category Description		
Technical Approach and Compliance	<p>Overall quality and responsiveness of the proposal and meeting the project's tasks.            Plan of approach to comply with the CN.            Ensuring compliance with Federal, State, and local requirements.            FTA and FDOT Grant Compliance.</p> <p>Provide description of datasets and sources that are anticipated to be used.</p> <p>Methods of facilitating public involvement and documentation of process (both public and private sectors, stakeholders, and LeeTran).            Examples of similar project experience.</p> <p>Experience in working with transit agencies</p>	75
Qualifications of Organization and Staff	<p>Overall qualifications including experience references and capabilities for providing the required services            Ability to retain dedicated staff to this project.            Technical and Management experience of key personnel            History and years of experience of organization            Demonstration of experience in Public Participation Process</p> <p>Management practices including project management processes and tools, quality control procedures, and schedule adherence.</p>	25
<b>TOTAL POSSIBLE POINTS</b>		<b>100</b>

Vendor  
 Reviewer  
 Agency  
 Date

Available Points	Score	Section %	Section Weighted Points
4			
4			
4			
4			
4			
4			
4			
4			
4			
32	0	0%	0.0

4			
4			
4			
4			
4			
4			
4			
24	0	0%	0.0

<b>Total Scored</b>	<b>0.0</b>
---------------------	------------

CRITERIA ASSESSMENT SCORING	
0	Not acceptable, has not met any reasonable criteria
1	Has only met some minimum requirements, and may not be acceptable
2	Acceptable
3	Acceptable, has met all requirements and exceeded some
4	Acceptable, has well exceeded all requirements offering additional benefits to LeeTran



**AGREEMENT FOR  
RFP160427/ANB PROFESSIONAL PLANNING SERVICES FOR LEETRAN**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and The Corradino Group, Inc., a Florida corporation, whose address is 4055 NW 97<sup>th</sup> Avenue, Suite 200, Miami FL 33178 and whose federal tax identification number is 61-0713040, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase a full range of transit planning services associated with the operation of an urban transit system from the Vendor in connection with "RFP160427/ANB Professional Planning Services for LeeTran" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP160427/ANB on January 13, 2017; and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on March 14, 2017; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP160427/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor on an as-needed basis, and shall continue for one year with the option to renew for three additional one year periods.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

## **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. RFP160427/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

#### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

#### **V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

#### **VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

**VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

**VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

- 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

#### **IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

**X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

**XII. TERMINATION**

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or

acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

### **XIV. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

#### **XV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

#### **XVI. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any



such provision or provisions or of its right thereafter to enforce each and every such provision.

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:	
Name:	<u>Joseph M. Corradino</u>	Names:	<u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u> <u>Director of Procurement Management</u>
Address:	<u>4055 N.W. 97th Ave.</u> <u>Miami, FL 33178</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>
Telephone:	<u>305.574.0755</u>	Telephone:	<u>239-533-2221</u> <u>239-533-8881</u>
Facsimile:	<u>305.574.0755</u>	Facsimile:	<u>239-485-2262</u> <u>239-485-8383</u>
E-mail:	<u>jmc@corradino.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  1. Agreement
  2. County's Purchase Order
  3. Solicitation No. RFP160427/ANB
  4. Vendor's Submittal in Response to Solicitation No. RFP160427/ANB

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: \_\_\_\_\_

Print Name: Asela Rodriguez

**The Corradino Group, Inc.**

Signed By: \_\_\_\_\_

Print Name: Joseph C. Corradino

Title: CEO

Date: April 12, 2017

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
CHAIR

DATE: \_\_\_\_\_

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: \_\_\_\_\_

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: \_\_\_\_\_  
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A SCOPE OF SERVICES**

Examples of tasks and projects as defined by FTA Circular 9030.1E Planning Projects include, but are not limited: studies relating to management, operations, capital requirements, and economic feasibility.

The scope of services, schedule, and compensation for each assignment will be quoted and negotiated individually as the need arises. The hourly rates per discipline to be used to develop the cost for each Supplemental Task Authorization will be identified in the proposal submitted and included in the annual contract.

### **PROJECT DESCRIPTION**

1.1 The Lee County Board of County Commissioners invites Consultants to provide a full range of Transit Planning Services associated with the operation of an urban transit system.

1.2 These include proven expertise in the following areas:

- Route and Service Planning
- Park and Ride Development, Analysis and Planning
- Comprehensive Operational Analysis
- Ridership Analysis and forecasting of existing services, service modifications, and potential new service
- Comprehensive Plans and Future Land Use – Enhancement of coordination with transit services including transit oriented development and traditional neighborhood design
- Transportation Analysis
- Bus Route Timing and Schedule Adherence
- Transit Corridor Studies
- General Transit Planning
- ADA Compliance Report
- Title VI Plan
- EEO Plan
- DBE Plan and DBE Goals
- Bus Rapid Transit Study
- Transit Benefit Study
- Fare Policy Analysis
- Financial Planning and Analysis including service costing and passenger revenue forecasting
- Performance monitor and evaluation
- Paratransit Planning and Service Analysis
- Geographic information system analysis
- Transportation modeling
- Analysis of computer information system planning applications
- Passenger Survey development and analysis including on-board surveys, origin and destination analysis, and user satisfaction
- Federal and State Competitive Grant Applications
- Federal Transit funding and compliance requirements

## **EXHIBIT A SCOPE OF SERVICES**

- Public Participation Program Development
- Procurement Manual
- Security System Plan
- Safety System Plan
- Transit Asset Management Plan
- NEPA Environmental Assessments
- Intelligent Transportation System – Fare Payment Technical Consulting – including procurement process assistance

1.3 Lee County requires the Vendor's personnel to have the following qualifications:

- Computerized GIS Mapping
- Transit Route and Service Planning
- Route and System ridership analysis and modeling
- Service Analysis and costing
- Financial analysis and planning
- Performance monitoring
- Report writing and presentation
- Trend Analysis
- Knowledge of FTA Regulations
- FTA Funding Eligibility
- Facilitated workshop and presentation

1.4 This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.

### **PRICING AND INVOICING**

This is a "Master Contract", which is not for any specific project or task. Supplemental Task Authorizations will be negotiated, authorized, scheduled, and funded individually by LeeTran and will be based on the hourly rates listed in the proposal and subsequent "Master Contract." No travel expenses or miscellaneous expenses will be reimbursed under this Contract. Initial hourly rates by discipline will remain in effect throughout the duration of the contract period. All monthly invoices must be submitted using the County's standard invoice form. In addition the invoice must be listed by task showing the work completed for the month, and a cumulative total by task with a % of task completed. All invoices must include a progress report and shall be submitted to the Project Manager for approval.

### **SUPPLEMENTAL TASK AUTHORIZATION PROCEDURES**

When a project is ready to bid under this Master Contract the County will select a minimum of two vendors from the awarded library and request a quote. Quoted price may not exceed the hourly rates in their contract. The County will then choose the Proposal that it finds to be most advantageous to the County, based upon the project specific quote received from the selected vendor(s).

**EXHIBIT A**  
**SCOPE OF SERVICES**

The County reserves the right to select a Proposal for award without any discussions or negotiations. The vendor whose quote is found to be most advantageous to the County may be selected, based upon consideration of the criteria of described herein (best value).

**EXHIBIT B  
FEE SCHEDULE**

<i>Professional Planning Services</i>				
<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>
<i>Primary Job Description</i>				
<i>BASE BID</i>				
1	GIS Analyst	1	Hour	\$80.00
2	IT Specialist	1	Hour	\$30.00
3	Principal Planner	1	Hour	\$150
4	Planner	1	Hour	\$100
5	Planning Technician	1	Hour	\$60
6	Admin Support Specialist	1	Hour	\$30
<i>ALTERNATE ITEMS</i>				
<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>
7				
8				
9				
10				

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**Major Insurance Requirements**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendors' interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Agreement. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

\*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

## **EXHIBIT C INSURANCE REQUIREMENTS**

### **Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

### **Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the Agreement.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210	<b>CONTACT NAME:</b> Lindsay Volpe	
	<b>PHONE (A/C, No, Ext):</b> 617-531-7712	<b>FAX (A/C, No):</b> 617-531-7724
<b>E-MAIL ADDRESS:</b> Lindsay_Volpe@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Charter Oak Fire Insurance Company		25615
<b>INSURER B :</b> Phoenix Insurance Company		25623
<b>INSURER C :</b> Travelers Property Casualty Co of A		25674
<b>INSURER D :</b> Endurance American Specialty Ins Co		41718
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED** THECORR-03  
 The Corradino Group Inc  
 Corradino LLC  
 4055 NW 97 Avenue  
 Miami FL 33178

**COVERAGES** **CERTIFICATE NUMBER:** 390543488 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Contingent Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			630-1H485046	5/1/2016	5/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$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 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			810-1H562241	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP-1H485046	5/1/2016	5/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-1H486307	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			DPL10003346505	8/31/2016	8/31/2017	Each Claim 5,000,000 Aggregate 5,000,000 Each Claim Retention 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Retroactive Date: 07/09/1968  
Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees and public officials are included as Additional Insureds on the General Liability policy, including Products and Completed Operations coverage as required by written contract and subject to the policy's terms, definitions, conditions and exclusions

**CERTIFICATE HOLDER** **CANCELLATION**

Lee County Board of County Commissioners P.O. Box 398 Fort Meyers FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Jane Authorized Signature</i>

POLICY NUMBER: P-630-1H485046-COF-16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED- (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
  - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III-Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. -DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED-PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

POLICY NUMBER: P-630-1H485046-COF-16

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OTHER INSURANCE- ADDITIONAL INSUREDS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.



**AGREEMENT FOR  
RFP160427/ANB PROFESSIONAL PLANNING SERVICES FOR LEETRAN**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Tindale-Oliver & Associates, Inc., dba Tindale Oliver, a Florida corporation, whose address is 1000 N. Ashley Drive, Suite 400, Tampa Florida 33602, and whose federal tax identification number is 59-2929811, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase a full range of transit planning services associated with the operation of an urban transit system from the Vendor in connection with "RFP160427/ANB Professional Planning Services for LeeTran" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP160427/ANB on January 13, 2017; and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on March 14, 2017; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP160427/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor on an as-needed basis, and shall continue for one year with the option to renew for three additional one year periods.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

## **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. RFP160427/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.



#### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

#### **V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

#### **VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any neglect act, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

**VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

**VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

- 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

#### **IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

**X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

**XII. TERMINATION**

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or

acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

### **XIV. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

#### **XV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

#### **XVI. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any

such provision or provisions or of its right thereafter to enforce each and every such provision.

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:	County's Representatives:
Name: _____	Names: <u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title: _____	Titles: <u>County Manager</u> <u>Director of Procurement Management</u>
Address: _____	Address: <u>P.O. Box 398</u>
	<u>Fort Myers, FL 33902</u>
Telephone: _____	Telephone: <u>239-533-2221</u> <u>239-533-8881</u>
Facsimile: _____	Facsimile: <u>239-485-2262</u> <u>239-485-8383</u>
E-mail: _____	E-Mail: <u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  1. Agreement
  2. County's Purchase Order
  3. Solicitation No. RFP160427/ANB
  4. Vendor's Submittal in Response to Solicitation No. RFP160427/ANB

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

**Tindale-Oliver & Associates, Inc., dba  
Tindale Oliver**

Signed By: Angel Acay-Hayden Signed By: Joel R. Key

Print Name: Angel Acay-Hayden Print Name: Joel R. Key

Title: Principal/Vice President

Date: 4/4/17

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
CHAIR

DATE: \_\_\_\_\_

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: \_\_\_\_\_

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: \_\_\_\_\_  
OFFICE OF THE COUNTY ATTORNEY



## **EXHIBIT A SCOPE OF SERVICES**

Examples of tasks and projects as defined by FTA Circular 9030.1E Planning Projects include, but are not limited: studies relating to management, operations, capital requirements, and economic feasibility.

The scope of services, schedule, and compensation for each assignment will be quoted and negotiated individually as the need arises. The hourly rates per discipline to be used to develop the cost for each Supplemental Task Authorization will be identified in the proposal submitted and included in the annual contract.

### **PROJECT DESCRIPTION**

1.1 The Lee County Board of County Commissioners invites Consultants to provide a full range of Transit Planning Services associated with the operation of an urban transit system.

1.2 These include proven expertise in the following areas:

- Route and Service Planning
- Park and Ride Development, Analysis and Planning
- Comprehensive Operational Analysis
- Ridership Analysis and forecasting of existing services, service modifications, and potential new service
- Comprehensive Plans and Future Land Use – Enhancement of coordination with transit services including transit oriented development and traditional neighborhood design
- Transportation Analysis
- Bus Route Timing and Schedule Adherence
- Transit Corridor Studies
- General Transit Planning
- ADA Compliance Report
- Title VI Plan
- EEO Plan
- DBE Plan and DBE Goals
- Bus Rapid Transit Study
- Transit Benefit Study
- Fare Policy Analysis
- Financial Planning and Analysis including service costing and passenger revenue forecasting
- Performance monitor and evaluation
- Paratransit Planning and Service Analysis
- Geographic information system analysis
- Transportation modeling
- Analysis of computer information system planning applications
- Passenger Survey development and analysis including on-board surveys, origin and destination analysis, and user satisfaction
- Federal and State Competitive Grant Applications
- Federal Transit funding and compliance requirements

## **EXHIBIT A SCOPE OF SERVICES**

- Public Participation Program Development
- Procurement Manual
- Security System Plan
- Safety System Plan
- Transit Asset Management Plan
- NEPA Environmental Assessments
- Intelligent Transportation System – Fare Payment Technical Consulting – including procurement process assistance

1.3 Lee County requires the Vendor's personnel to have the following qualifications:

- Computerized GIS Mapping
- Transit Route and Service Planning
- Route and System ridership analysis and modeling
- Service Analysis and costing
- Financial analysis and planning
- Performance monitoring
- Report writing and presentation
- Trend Analysis
- Knowledge of FTA Regulations
- FTA Funding Eligibility
- Facilitated workshop and presentation

1.4 This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.

### **PRICING AND INVOICING**

This is a "Master Contract", which is not for any specific project or task. Supplemental Task Authorizations will be negotiated, authorized, scheduled, and funded individually by LeeTran and will be based on the hourly rates listed in the proposal and subsequent "Master Contract." No travel expenses or miscellaneous expenses will be reimbursed under this Contract. Initial hourly rates by discipline will remain in effect throughout the duration of the contract period. All monthly invoices must be submitted using the County's standard invoice form. In addition the invoice must be listed by task showing the work completed for the month, and a cumulative total by task with a % of task completed. All invoices must include a progress report and shall be submitted to the Project Manager for approval.

### **SUPPLEMENTAL TASK AUTHORIZATION PROCEDURES**

When a project is ready to bid under this Master Contract the County will select a minimum of two vendors from the awarded library and request a quote. Quoted price may not exceed the hourly rates in their contract. The County will then choose the Proposal that it finds to be most advantageous to the County, based upon the project specific quote received from the selected vendor(s).

**EXHIBIT A**  
**SCOPE OF SERVICES**

The County reserves the right to select a Proposal for award without any discussions or negotiations. The vendor whose quote is found to be most advantageous to the County may be selected, based upon consideration of the criteria of described herein (best value).

**EXHIBIT B  
FEE SCHEDULE**

<i>Professional Planning Services</i>				
<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>
<i>Primary Job Description</i>				
<i>BASE BID</i>				
1	GIS Analyst	1	Hour	\$74.74
2	IT Specialist	1	Hour	\$217.40
3	Principal Planner	1	Hour	\$158.22
4	Planner	1	Hour	\$121.12
5	Planning Technician	1	Hour	\$74.74
6	Admin Support Specialist	1	Hour	\$71.04
<i>ALTERNATE ITEMS</i>				
<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>
7	Principle	1	Hour	\$276.88
8	Project Manager	1	Hour	\$247.66
9	Deputy Project Manager	1	Hour	\$189.24
10	Specialist/Programmer	1	Hour	\$179.99

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**Major Insurance Requirements**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendors' interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Agreement. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

\*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

## **EXHIBIT C INSURANCE REQUIREMENTS**

### **Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

### **Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the Agreement.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.



Posted Date: 3/14/2017  
Protest Deadline: 3/17/2017

**Notice of Intended Decision**  
**Proposal Action**

Proposal: RFP160427/AB Professional Planning Services for LeeTran

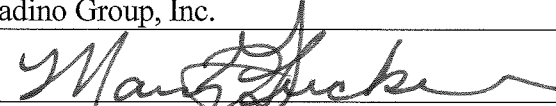
The Evaluation Committee for the above proposal project met March 10, 2017 for purposes of reviewing/ discussing all proposals from the firms. At the conclusion of the meeting, the Committee ranked the proposals as follows:

1 <sup>st</sup>	Tindal Oliver
2 <sup>nd</sup>	Corradino Group, Inc.

Recommendation will be made to the Lee County Commission that the County award to the following top ranked firms:

1 <sup>st</sup>	Tindal Oliver
2 <sup>nd</sup>	Corradino Group, Inc.

BY:

  
Mary G. Tucker, CPPO, FCCM, FCCN  
Procurement Management Director

**Note: All submitters are furnished this notice. A submitter who has cause to file a Notice of Intent to File a Protest against the award must do so in writing to the Procurement Management Director no later than 4:00 p.m. local time on the third working day (Monday-Friday, excluding legal holidays) following the date of this notice. It must clearly state that it is a protest and must include specific information required by the County Government's current directive. Failure to protest on a timely basis, or to include the required information, will invalidate the protest.**

[WWW.LeeGov.Com/Procurement](http://WWW.LeeGov.Com/Procurement) is the County's official posting site

<b>Blue Sheet No. 20170231</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>Item No. C14</b>
------------------------------------	--	---------------------

**TITLE:**  
Renewal of LeeTran Agreement for transportation service with the FL Agency for Persons with Disabilities (APD)

**ACTION REQUESTED:**  
Authorize Chairman to execute Medicaid Waiver Services Agreement with the Agency for Persons with Disabilities (APD) for transportation services provided by LeeTran Passport, and to electronically bill the APD Agency for services provided for the period of 6/17/17 through 5/31/22.

**FUNDING:**  
\$140,000 FY-16/17; Included in Budget

Future year funding will be included in the Operating Budget

Transit Contract Revenue, Paratransit services: KI5440148600.344300.9012

**WHAT ACTION ACCOMPLISHES:**  
LeeTran Passport provides transportation services for the Agency For Persons with Disabilities (APD). The Medicaid Waiver Service Agreement will allow LeeTran to renew the Agreement with APD and allow LeeTran to electronically bill the agency for services for the period of 6/17/17 through 5/31/22. Passport provides approximately 10,000 annual trips for APD and receives \$140,000 in contract revenue for this service.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input checked="" type="checkbox"/> Statute Ch. 125, F.S.	<b>Commissioner:</b> All
<input type="checkbox"/> Ordinance	<b>Department:</b> TRANSIT
<input type="checkbox"/> Admin Code	<b>Division:</b> No Divisions
<input type="checkbox"/> Other	<b>By:</b> Steve Myers

**Background:**  
This agreement is the standard state agency renewal of the current Agreement LeeTran has with the Agency For Persons with Disabilities (APD), for the provision of transportation service for their clients. The Agreement is for the period of 6/17/17 through 5/31/22. The LeeTran Passport Service provides approximately 10,000 door to door trips for the APD Agency and receives \$140,000 in contract revenue for this service.

Medicaid Waiver Service Agreement, including Attachment for Public Records

<b>Required Review:</b>					
<b>Steve Myers</b>	<b>Mark A. Trank</b>	<b>Anne Henkel</b>	<b>Peter Winton</b>	<b>David Harner</b>	
TRANSIT	County Attorney	Budget Analyst	Budget Services	County Manager	





agency for persons with disabilities  
State of Florida

**MEDICAID WAIVER SERVICES AGREEMENT**

This Agreement is entered into between the Florida Agency for Persons with Disabilities, hereinafter referred to as “APD,” and **LEE COUNTY BOARD OF COMMISSIONERS D/B/A LEE TRAN PASSPORT SERVICE**, hereinafter referred to as the “Provider.” Pursuant to the terms and conditions of this Agreement, APD authorizes the Provider to furnish Home and Community-Based Services (HCBS) Medicaid waiver services to eligible APD clients, and to receive payment for such services. Services may be authorized by multiple Region offices for multiple service types and service locations within the respective region pursuant to the standards specified in Florida’s HCBS waivers. The services that may be provided in any APD region or location within a region are limited to the services that the respective Region office has authorized.

**I. AGREEMENT DOCUMENTS:**

A. The Medicaid Waiver Services Agreement consists of the terms and conditions specified in this Agreement, any attachments, and the following documents, which are incorporated by reference:

1. *The Developmental Disabilities Individual Budgeting Medicaid Waiver Coverage and Limitations Handbook*, dated September 2015, and any updates or replacements thereto. The Handbook can be found at the Medicaid fiscal agent’s Web Portal: <http://www.mymedicaid-florida.com/>. Click on Public Information for Providers, then on Provider Support, and then on Provider Handbooks. The Handbook provides the terms and conditions by which the provider of Developmental Disabilities Individual Budgeting HCBS waiver services agrees to be bound.

2. *Attachment n/a*, providing individually negotiated unit rates of payment for services not already established and available on APD’s Web site: <http://www.apdcares.org>, as referenced in II.E., and any other service or data requirements, as applicable.

B. Prior to executing this Agreement and furnishing any waiver services, the Provider must have executed a Medicaid Provider Agreement with the Agency for Health Care Administration (AHCA), and be issued a Medicaid provider number by AHCA. The Provider must at all times during the term of this Agreement, maintain a current and valid Medicaid Provider Agreement with AHCA, and comply with the terms and conditions of the Medicaid Provider Agreement.

**II. THE PROVIDER AGREES:**

To comply with all of the terms and conditions contained within this Agreement, including all documents incorporated by reference and any attachments.

**A. Monitoring, Audits, Inspections, and Investigations**

To permit persons duly authorized by APD, the Agency for Health Care Administration (AHCA), or representatives of either, to monitor, audit, inspect, and investigate any recipient records, payroll and expenditure records (including electronic storage media), papers, documents, facilities, goods and services of the Provider which are relevant to this Agreement, and to interview any recipients receiving services and employees of the Provider to assure APD of the satisfactory performance of the terms and conditions of this Agreement.



## agency for persons with disabilities

*State of Florida*

1. Following such monitoring, audit, inspection, or investigation, APD or its authorized representative, will furnish to the Provider a written report of its findings and, if deficiencies are found, request for development, by the Provider, a Plan of Remediation for needed corrections. The Provider hereby agrees to correct all noted deficiencies identified by APD, AHCA, or their authorized representatives within the specified period of time identified within the report documentation. Failure to correct noted deficiencies within stated time frames may result in termination of this Agreement.
2. Upon demand, and at no additional cost to the APD, AHCA, or their authorized representatives, the Provider will facilitate the duplication and transfer of any records or documents (including electronic storage media), during the required retention period of six years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to APD.
3. To comply and cooperate immediately with APD requests for information, records, reports, and documents deemed necessary to review the rate setting process to ensure that provider rates are based on accurate information and reflect the existing operational requirements of each service. Any individual who knowingly misrepresents the information required in rate setting commits a felony of the third degree, punishable as provided in sections 775.082 and 775.083, F.S.
4. To comply and cooperate immediately with any inspections, reviews, investigations or audits deemed necessary by APD's Office of the Inspector General pursuant to section 20.055, F.S.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

### B. Confidentiality of Client Information

Not to use or disclose any information concerning a client receiving services under this Agreement for any purpose prohibited by state or federal law or regulation, except with the written consent of a person legally authorized to give that consent or when authorized by law. This includes compliance with: the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d, and all applicable regulations provided in 45 CFR Parts 160, 162, and 164; and 42 CFR, Part 431, Subpart F, relating to the disclosure of information concerning Medicaid applicants and recipients.

The computer hard drives used by APD Waiver Support Coordinators shall implement Full Disk Encryption software. For other types of electronic data storage devices that store confidential APD consumer data, such data shall be encrypted using a minimum of a 128-bit encryption algorithm.

### C. Indemnification

1. To be liable for and indemnify, defend, and hold APD, AHCA and all of their officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Provider, its agents, employees, or subcontractors during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. The Provider shall not be liable for that portion of any loss or damages proximately caused by the negligent act or omission of APD or AHCA.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the Provider's duty to defend and to indemnify within 7 days after notice by APD or AHCA by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees, including attorneys'



## agency for persons with disabilities

*State of Florida*

fees related to these obligations and their enforcement by APD or AHCA. APD or AHCA's failure to notify the Provider of a claim shall not release the Provider of these duties

3. If the provider is an agency or subdivision of the State, its obligation to indemnify, defend, and hold harmless shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

### D. Insurance

To obtain and maintain at all times continuous and adequate liability insurance coverage during the term of this Agreement. The Provider accepts full responsibility for identifying and determining the type and extent of liability insurance necessary to provide reasonable financial protection for the Provider and APD clients served by the Provider. At all times, the Provider shall maintain with APD a current certificate of insurance describing the types and extent of liability insurance obtained pursuant to this Agreement. The Provider shall cause APD to be named as a certificate holder under each policy of liability insurance maintained by the Provider pursuant to this Agreement. The limits of coverage under each such policy shall not be interpreted as limiting the Provider's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida. Such coverage may be provided by a self-insurance program established and operating under Florida law.

### E. Payment

Current rate information is available on the Medicaid fiscal agent's Web site at [www.mymedicaid-florida.com](http://www.mymedicaid-florida.com). Select Public Information for Providers, Provider Support, and then select Fee Schedules. The signatories recognize that APD is limited by appropriation and acknowledge that Florida law requires AHCA and APD to make any adjustment necessary to comply with the availability of moneys and any limitations or directions provided for in the General Appropriations Act, including but not limited to adjusting fees, reimbursement rates, lengths of stay, number of visits, or number of services, or limiting enrollment. (See sections 393.0661, 409.906, 409.908, F.S.)

### F. Return of Funds

To be responsible for the timely correction of all billing or reimbursement errors resulting in an overpayment, including reimbursement for services not properly authorized or documented. Reimbursement will be made pursuant to the Florida Medicaid Provider Reimbursement Handbook, CMS-1500. Federal regulations, 42 CFR § 433.312, require refund of overpayments within 60 days of discovery. AHCA will be the final authority regarding the timeliness of the reimbursement process.

### G. Independent Status

That the Provider acts at all times in the capacity of an independent service provider and not as an officer, employee, or agent of APD, AHCA, or the State of Florida. The Provider shall not represent to others that it has the authority to bind the APD or AHCA unless specifically authorized in writing to do so. In addition to the Provider, this is also applicable to the Provider's officers, agents, employees, or subcontractors in performance of this Agreement.

### H. Revocation of Licenses

In the event the Provider or any employee of the Provider is the holder of any license required to render the services that are subject to this Agreement, the Provider must immediately notify APD if any such license is suspended or revoked.

#### I. Change of Name or Ownership

The Provider shall notify APD and clients served of any change of name, or change, sale, or transfer of ownership at least sixty (60) days prior to the change, sale, or transfer. Prior to the change, sale, or transfer, the Provider shall complete the change of ownership process with Medicaid. Prior to, or contemporaneously with, the change, sale, or transfer, the Provider must execute a new Medicaid Waiver Services Agreement to ensure no lapse in service delivery. Clients receiving services will be given an opportunity to receive services from the new owner, purchaser, or transferee, or to select another provider.

#### J. Public Records

The Provider shall: keep and maintain public records that ordinarily and necessarily would be required by APD in order to perform the service under this Agreement; provide the public with access to public records on the same terms and conditions that APD would provide the records, and at a cost that does not exceed the cost provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and, meet all requirements for retaining public records and transfer, at no cost, to APD all public records in possession of the Provider upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements (all records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency). If the Provider does not comply with a public records request, APD shall enforce the contract provisions in accordance with the Agreement.

### *III. TERMINATION:*

#### A. Termination of Agreement Without Cause

This Agreement may be terminated by either party without cause, upon no less than 30 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

#### B. Termination of Agreement With Cause

This Agreement may be terminated for the Provider's unacceptable performance, non-performance or misconduct upon no less than 24 hours' notice in writing to the Provider. Waiver by either party of any breach of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach of any term or condition of this Agreement. If APD determines that the Provider is not performing in accordance with any term or condition in this Agreement, APD may, at its exclusive option, allow the Provider a period of time to achieve compliance. The provisions herein do not limit APD's right to any other remedies at law or in equity.

#### C. Termination of Service Regions or Service Locations

When a Provider has been authorized to provide multiple service types within a region, or to provide services in multiple regions, or at multiple locations within a region, the Provider's authorization for any



agency for persons with disabilities

State of Florida

individual service type, region, or location may be revoked, without cause, upon 30 days' prior written notice, without terminating this Agreement.

**IV. GOVERNING LAW:**

This Agreement shall be construed, performed, and enforced in all respects in accordance with all the laws and rules of the State of Florida, and any applicable federal laws and regulations.

**V. AGREEMENT DURATION:**

This Agreement shall be effective 06/17/2017 on the date on which it has been signed by both parties, whichever is later, and shall terminate on 05/31/2022 which is no later than five years from the effective date.

**VI. OFFICIAL REPRESENTATIVES (Names, Address, Telephone Number, and E-mail Address):**

1. The Provider's contact person and street address where financial and administrative records are maintained is:

Name: PETER GAJDJIS  
Telephone Number: 239-533-0350  
Address: 5711-1 INDEPENDENCE CIRCLE FORT MYERS, FLORIDA 33912  
E-mail Address: PGAJDJIS@LEEGOV.COM

2. The representative of the Provider responsible for administration of the services under this Agreement is:

Name: PETER GAJDJIS  
Telephone Number: 239-533-0350  
Address: 5711-1 INDEPENDENCE CIRCLE FORT MYERS, FLORIDA 33912  
E-mail Address: PGAJDJIS@LEEGOV.COM

4. The Agency for Persons with Disabilities contact person for this Agreement is:

Name: Whitney Mormon  
Telephone Number: (813) 233-4325  
Address: 1313 N. Tampa St. Suite 515 Tampa, FL 33602  
E-mail Address: Whitney.Mormon@apdcares.org

5. Upon change of the representative's names, addresses, telephone numbers, and e-mail addresses, by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Agreement.

**VII. INTEGRATED AGREEMENT:**

Only this Agreement, any attachments referenced, the Medicaid Provider Agreement, the *Developmental Disabilities Individual Budgeting Medicaid Waiver Coverage and Limitations Handbook*, which is



agency for persons with disabilities

State of Florida

incorporated into this Agreement by reference, contain all the terms and conditions agreed upon by 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. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

he Provider, by signing below, attests that the Provider has received and read the entire Agreement, inclusive of its attachments and documents as referenced in Section I, A., including the service-specific requirements and for enrolled providers contained in the *Developmental Disabilities Individual Budgeting Medicaid Waiver Coverage and Limitations Handbook Waiver Services Coverage and Limitations Handbook*, and understands each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this page Agreement to be executed by their undersigned officials as duly authorized.

PROVIDER: LEE COUNTY BOARD OF COMMISSIONERS D/B/A LEE TRAN PASSPORT SERVICE

STATE OF FLORIDA, AGENCY FOR PERSONS WITH DISABILITIES

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Jeff Smith

TITLE: \_\_\_\_\_

TITLE: Regional Operations Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MEDICAID PROVIDER ID 692689496 (DD WAIVER)



agency for persons with disabilities

*State of Florida*

ATTACHMENT A TO THE  
MEDICAID WAIVER SERVICES AGREEMENT  
BETWEEN  
AGENCY FOR PERSONS WITH DISABILITIES  
AND

LEE COUNTY BOARD OF COMMISSIONERS D/B/A LEE TRAN PASSPORT SERVICE

This Attachment A (“Attachment”) is to the Medicaid Waiver Services Agreement (“Agreement”) between the Florida Agency for Persons with Disabilities (“APD”) and, **LEE COUNTY BOARD OF COMMISSIONERS D/B/A LEE TRAN PASSPORT SERVICE** (“Provider”) dated August 12, 2016.

1. Article I, Section A of the Agreement is modified by adding a new Subsection 3 thereto. The new Subsection 3 shall read:

**3. Attachment A**, setting forth Provider’s legal responsibilities with respect to Florida’s public records law, chapter 119, Florida Statutes.

2. Article II, Section J is hereby deleted in its entirety, and the following Section J is substituted in lieu thereof:

**J. Public Records—Section 119.0701, Florida Statutes**

The Provider shall keep and maintain public records required by APD to perform the service under this Agreement.

Upon request from APD’s Custodian of Public Records, the Provider shall provide APD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.

The Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Provider does not transfer the records to APD.

Upon completion of the Agreement, the Provider shall transfer, at no cost, to APD all public records in possession of the Provider or keep and maintain public records required by APD to perform the service under this Agreement. If the Provider transfers all public records to APD upon completion of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to APD, upon request from APD’s Custodian of Public Records, in a format that is compatible with the information technology systems of APD.



agency for persons with disabilities  
State of Florida

A request to inspect or copy public records relating to the Agreement must be made directly to APD. If APD does not possess the requested records, APD shall immediately notify the Provider of the request, and the Provider must provide the records to APD or allow the records to be inspected or copied within a reasonable time. If the Provider does not comply with APD's request for records, APD shall enforce the contract provisions in accordance with the Agreement. If the Provider fails to provide the public records to APD within a reasonable time, the Provider may be subject to penalties under section 119.10, F.S.

If a civil action is filed against the Provider to compel the production of public records relating to the Agreement, the court shall assess and award against the Provider the reasonable costs of enforcement, including reasonable attorney fees, if (i) the court determines that the Provider unlawfully refused to comply with the public records request within a reasonable time; and (ii) at least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Provider has not complied with the request, to APD and to the Provider. A Provider who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S. TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Agency's Public Records Coordination Office  
Agency for Persons with Disabilities  
4030 Esplanade Way, Suite 335  
Tallahassee, FL 32399-0950  
(850) 410-1309  
publicrecords@apdcares.org**

This Attachment is hereby incorporated into and made a part of the Agreement.

PROVIDER: LEE COUNTY BOARD OF COMMISSIONERS D/B/A LEE TRAN PASSPORT SERVICE

STATE OF FLORIDA, AGENCY FOR PERSONS WITH DISABILITIES

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Medicaid Provider ID #: 692689496**



<b>Blue Sheet No. 20170230</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>Item No. C15</b>
------------------------------------	--	---------------------

**TITLE:**  
Approve the purchase of one replacement truck mounted striping unit for DOT

**ACTION REQUESTED:**  
Approve Piggyback No. PB170315 for Department of Transportation to utilize pricing on the National Joint Powers Alliance Contract No. 113012-MC for Road Maintenance Equipment with Related Accessories, Services, and Supplies, which went through their competitive bidding process, for the purchase of one M-B 1143-10 550-Gallon Truck Mounted Striper unit mounted on a Peterbilt 320 chassis from M-B Companies, Inc. for \$463,225.17, plus negotiated options in the amount of \$6,932.39, for a total purchase price of \$470,157.56.

**FUNDING:**  
\$470,157.56, Vehicle and Equipment Fund, Included in Budget

Replacement of this equipment was anticipated and funds have been budgeted in Fleet Management's Vehicle and Equipment Replacement Fund.

JB5191059401

**WHAT ACTION ACCOMPLISHES:**  
Approves Piggyback No. PB170315 for the purchase of one replacement paint striping truck for the Department of Transportation Traffic Division from M-B Companies, Inc. through the National Joint Powers Alliance contract, which went through their competitive bidding process. This purchase will provide the Lee County Department of Transportation with a replacement paint striping truck for painting lines on roadways throughout Lee County.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code      AC-4-1 <input type="checkbox"/> Other	<b>Commissioner:</b> All <b>Department:</b> TRANSPORTATION <b>Division:</b> Operations <b>By:</b> Randy Cerchie

**Background:**

On April 13, 2017, Procurement Management received a request from Lee County Fleet Management to prepare a piggyback purchase through the National Joint Powers Alliance (NJPA) Contract No. 113012-MC for Road Maintenance Equipment with Related Accessories, Services, and Supplies one M-B 1143-10 550-Gallon Truck Mounted Striper unit mounted on a Peterbilt 320 chassis from M-B Companies, Inc. to replace an existing vehicle that has reached the end of its useful life. Procurement reviewed the NJPA

<b>Required Review:</b>					
<b>Randy Cerchie</b>	<b>Anne Henkel</b>	<b>Peter Winton</b>	<b>Ashley D. Fesperman</b>	<b>Mary Tucker</b>	<b>Doug Meurer</b>
TRANSPORTATION	Budget Analyst	Budget Services	County Attorney	Purchasing	County Manager

contract, which went through their competitive bidding process, and determined that the contract is available for piggyback. The vehicle price is \$463,225.17 plus negotiated options in the amount of \$6,932.39, for a total purchase price of \$470,157.56.

Vehicles are ranked for replacement based on a point system with 20 points being the maximum. The point system considers repair costs, age and miles/hours. This paint truck is assigned 18.3 points and has 295,000 miles and \$180,000 in life to date costs.

Attachments:

1. NJPA Solicitation
2. M-B Companies, Inc. Acceptance
3. 2017 Contract Renewal
4. Quote from M-B Companies, Inc.

# National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

## **ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES**

### **RFP Opening**

December 3, 2012  
8:00 A.M. Central Time  
At the offices of the  
National Joint Powers Alliance®  
202 12<sup>th</sup> Street Northeast, Staples, MN 56479

### **RFP #113012**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES. Details of this RFP are available beginning October 31, 2012 and continuing until November 14, 2012. Details may be obtained by letter of request to Gregg Meierhofer, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until November 30, 2012 at 4:30 p.m. Central Time at the above address and opened December 3, 2012 at 8:00 A.M. Central Time.

**The text above is a National Public Notice to Proposers and to be solicited by NJPA.**

### **RFP Timeline**

<i>October 31, 2012</i>	<i>Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of <a href="http://noticetobidders.com">noticetobidders.com</a></i>
<i>November 14, 2012</i>	<i>Deadline for RFP requests</i>
<i>November 16, 2012</i>	<i>Pre-Proposal Conference (webcast – conference call - Connection info sent to all inquirers two business days prior to the event)</i>
<i>10:00 A.M. Central Time</i>	
<i>November 30, 2012</i>	<i>Deadline for Submission of Proposals</i>
<i>4:30 P.M. Central Time</i>	
<i>December 3, 2012</i>	
<i>8:00 A.M. Central Time</i>	<i>Public Opening of Proposals</i>

*Direct questions regarding this RFP to:*

*Gregg Meierhofer at [gregg.meierhofer@njpacoop.org](mailto:gregg.meierhofer@njpacoop.org) or (218)894-1930*

**Methods and guidelines for submitting questions are detailed within the body of this document.**

**1. TABLE OF CONTENTSINTRODUCTION**

- A. About NJPA
- B. Joint Exercise of Powers Laws
- C. Why Respond to a National Cooperative Procurement Contract
- D. The Intent of This RFP
- E. Scope of This RFP
- F. Expectations for Equipment/Products and Services Being Proposed
- G. Solutions Based Solicitation
- H. Inquiry Period
- I. Pre-Proposal Conference

**2. DEFINITIONS**

- A. Proposer – Vendor
- B. Contract
- C. Time
- D. Proposer’s Response
- E. Currency
- F. FOB

**3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**

- A. Pre-Proposal Conference
- B. Identification of Key Personnel
- C. Proposer’s Exceptions to Terms and Conditions
- D. Formal Instructions to Proposers
- E. Questions and Answers About This RFP
- F. Modification or Withdrawal of a Submitted Proposal
- G. Value Added Attributes, Products/Services
- H. Certificate of Insurance
- I. Order Process and/or Funds Flow
- J. Administrative Fees

**4. PRICING STRATEGIES**

- A. Line-Item Pricing
- B. Percentage Discount From Catalog or Category
- C. Hot List Pricing
- D. Ceiling Price
- E. Volume Price Discounts
- F. Sourced Product/Equipment /Open Market Items
- G. Cost Plus a Percentage of Cost
- H. Total Cost of Acquisition
- I. Requesting Product/Equipment and Related Service Additions/Deletions
- J. Requesting Pricing Changes
- K. Price and Product Changes Format
- L. Single Statement of Pricing/Historical Record of Pricing
- M. Payment Terms
- N. Sales Tax
- O. Shipping and Shipping Program

- P. Normal Working Hours

**5. MARKETING PLAN**

**6. PROPOSAL OPENING PROCEDURE**

**7. EVALUATION OF PROPOSALS**

- A. Proposal Evaluation Process
- B. Proposer Responsiveness
- C. Proposal Evaluation Criteria
- D. Other Consideration
- E. Cost Scoring Evaluation
- F. Product Testing
- G. Past Performance Information
- H. Waiver of Formalities

**8. POST AWARD OPERATING ISSUES**

- A. Subsequent Agreements
- B. NJPA Member Sign-up Procedure
- C. Reporting of Sale Activity
- D. Audits
- E. Hub Partner
- F. Trade-Ins
- G. Out of Stock Notification
- H. Termination of Contract resulting from this RFP

**9. GENERAL TERMS AND CONDIITONS**

- A. Advertisement of RFP
- B. Advertising of a Contract Resulting From This RFP
- C. Applicable Law
- D. Assignment of Contract
- E. List of Proposers
- F. Captions, Headings, and Illustrations
- G. Data Practices
- H. Data Privacy
- I. Entire Agreement
- J. Force Majeure
- K. Gratuities
- L. Hazardous Substances
- M. Legal Remedies
- N. Licenses
- O. Material Suppliers and Sub-Contractors
- P. Non-Wavier of Rights
- Q. Protests of Awards Made
- R. Provisions Required by Law
- S. Right to Assurance
- T. Suspension or Disbarment Status
- U. Human Rights Certificate
- V. Severability
- W. Relationship of Parties

**10. FORMS**

- A, B, C, D, E, F, G, H, I & P

**11. PRE-SUBMISSION CHECKLSIT**

## 1. INTRODUCTION

### A. ABOUT NJPA

- 1.1** The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.
- 1.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at <http://www.njpacoop.org/contract-purchasing-solutions/contracts>.
- 1.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors call for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.
- 1.3.1 Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.
- 1.4** NJPA currently serves over 47,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### B. JOINT EXERCISE OF POWERS LAWS

- 1.5** NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws exists within the laws of each State of the United States. This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/contract-purchasing-solutions/legal-authority/state-procurement-resources>.

### C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

- 1.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:
- 1.6.1** National cooperative contracts potentially **save the time and effort** of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond each of those individual RFPs. A single, nationally

advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same products/services that might have been otherwise advertised by individual NJPA member agencies.

**1.6.2** NJPA contracts offer our Members nationally leveraged **volume purchasing discounts**. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**1.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**1.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**1.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Member agencies the ability to directly compare non-price factors in their procurement analysis. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

#### D. THE INTENT OF THIS RFP

**1.10. A national contract awarded by the NJPA Board of Directors:** The intent of this RFP is to award a national contract by the action of the NJPA Board of Directors. This action will be influenced by the recommendation of the NJPA Proposal Evaluation Committee, and as a result of the competitive proposal and evaluation process which has been designed to reflect the best interests of NJPA and its Member agencies. NJPA is seeking the most responsive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with an award and contract, which will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA.

**1.11** NJPA's primary intent is to establish and provide a national cooperative procurement contract, offering opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**1.11.1** Beyond our primary intent, NJPA further desires to:

- Award a four year term contract with a fifth year contract option resulting from this RFP;
- Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.
- Award an exclusive contract to the most responsive vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

**1.12 Non-Manufacturer Awards:** NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**1.13 Exclusive or Multiple Awards:** Although it is NJPA’s intent and desire to award a contract to a single exclusive Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to be in the best interests of NJPA and its Member agencies.

## E. SCOPE OF THIS RFP

**1.14** The scope and goal of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive through our open and competitive proposal process. Vendors will be awarded contracts based on demonstrated overall highest value solutions which meet and/or exceed the needs and requirements of NJPA and its Member agencies within the scope of **ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES**. Qualifying Proposers must be able to anticipate the needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the ability to both market to and service NJPA Members in all 50 states. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP. All proposals deemed responsive will be evaluated based on their ability to provide the overall highest value to NJPA and NJPA Member agencies. One of the measures of overall highest value will be the proposed breadth and depth of products and services.

**1.15 Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP.

**1.16 Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**1.17 Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like product/equipment and services solely from this Contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**1.18 NJPA’s interest in a contract resulting from this RFP:** Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA’s interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

**1.19 Awarded Vendor’s interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant”, products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**1.20 Sole Source of Responsibility-** NJPA desires a “Sole Source of Responsibility” Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

**1.20.1 Scope of Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to

the largest possible cross-section of NJPA current and potential Members.

**1.20.2 Vendor use of sub-contractors in sourcing or delivering product/equipment and services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the product/equipment and services being proposed. Vendor assumes all responsibility for the equipment/products and services and actions of any such Sub-Contractor.

**1.21 Additional Definitions** for the scope of this solicitation.

**1.21.1** In addition to **ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES, this solicitation should be read to include, but not limited to:**

**1.21.1.1** Road De-icing, Road Patching, Road Plowing, Road Right of Way Maintaining, Road Signage, Road Striping, Road Surface Maintaining. Any equipment, service or supply associated with the performance or support of these types of activities.

**1.21.2** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**1.22 Suggested Solutions Options**

**1.22.1** All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Members' needs and requirements with respect to the scope of this RFP.

**1.22.2** With this intimate knowledge of NJPA and NJPA Members' needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

**1.22.3** Multiple solutions to the needs of NJPA and NJPA Members are possible. **Examples could include:**

**1.22.3.1 Equipment/Products Only Solution:** Equipment/products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**1.22.3.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**1.22.3.3 Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

**1.22.3.4 Proven – Accepted – Leading Edge Technology:** Where appropriate and



properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

### **1.23 Overlap of Scope:**

**1.23.1** When considering equipment, products, or groups of product/equipment and services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal", please consider the validity of an inverse statement.

- For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.
- In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

**1.24 Geographic Area to be Proposed:** This RFP invites proposals to provide **ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**1.25 Manufacturer as a Proposer:** If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

**1.26 Dealer/Re-seller as a Proposer:** If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

**1.27 Contract Term:** At NJPA's option a contract resulting from this RFP will become effective either; 1) The date awarded by the NJPA Board of Directors, or 2) The day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**1.27.1** NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA

to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

**1.28 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**1.29 Estimated Contract Volume:** Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

**1.30 Largest Possible Solution:** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**1.31 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**1.32 Proposer's Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

## F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**1.33 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

**1.33.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**1.33.2 Technical Descriptions/Specifications.** Proposers must supply **sufficient** information to:

- Demonstrate the Proposer's knowledge of industry standards, and
- Identify the equipment/products and services being proposed, and
- Differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G.

**1.34 Important note:** NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

**1.35 Commonly used Product/Equipment and Services:** It is important that the equipment/products and services submitted are the equipment/products and services commonly used by public sector entities.

**1.36 New Current Model Product/Equipment:** Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

**1.37 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**1.38 Delivered and operational;** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

**1.39 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**1.40 Proposer's Warrants:** The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the purposes for which they were intended.

## G. SOLUTIONS BASED SOLICITATION

**1.41** NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation". This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

## H. INQUIRY PERIOD

**1.42** The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests". RFP packages shall be distributed to Potential Bidders only during the inquiry period. The purpose for the defined "Inquiry Period" is to provide a finite group of Potential Bidders to invite to, and attend the pre-bid conference.

## I. PRE-PROPOSAL CONFERENCE

**1.43** All Potential Bidders inquiring during the inquiry period will be invited to the OPTIONAL "Pre-Bid Conference" via the e-mail address used to make their inquiry. The purpose of the pre-bid conference is to allow Potential Bidders to ask questions and hear answers from their own questions and the questions of other Potential Bidders.

## 2. DEFINITIONS

## A. PROPOSER - VENDOR

**2.1 Exclusive Vendor-** A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Proposer must exhibit the ability to offer an outstanding overall program and demonstrate the ability and willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this RFP.

**2.2 Potential Proposer-** A person or entity requesting a copy of this RFP.

**2.3 Proposer-** A company, person, or entity delivering a timely response to this RFP.

**2.4 Vendor-** One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

**2.5 Request for Proposal-** Herein referred to as RFP

## B. CONTRACT

**2.6** “Contract” as used herein shall mean cumulative documentation consisting of this RFP, fully executed forms B, C, D, F, H, I & P from the Proposer’s response pursuant to this RFP, and form E, the “Acceptance and Award” with final terms and conditions.

Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

## C. TIME

**2.7** Periods of time, stated as number of days, shall be in calendar days.

## D. PROPOSER’S RESPONSE

**2.8** A Proposer’s Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

## E. CURRENCY

**2.9** All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

## F. FOB

**2.10** FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased are transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point.

**2.11** FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

## 3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

## A. PRE-PROPOSAL CONFERENCE

**3.1** A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

## B. IDENTIFICATION OF KEY PERSONNEL

**3.2** Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

**3.3** Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

## C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

**3.4** Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

**3.5** Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

## D. FORMAL INSTRUCTIONS TO PROPOSERS

**3.6** It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

**3.7** All proposals must be sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

**3.8 Format for proposal response:** All proposals must be physically delivered to NJPA at the above address in the following format:

**3.8.1** Hard copy original signed, completed, and dated forms C,D,F,H,I, and hard copy signed signature page only from forms A and P from this RFP,

**3.8.2** Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

**3.8.3** Certificate of insurance verifying the coverage identified in this RFP,

**3.8.4** Two complete copies of your response on a CD (Compact Disc) or flash drive containing completed Forms A,B,C,D,E,F,H,I & P, your statement of products and pricing together with all appropriate attachments, a copy of your audited financial statements from previous year end(or an unaudited copy if an audited copy is not available).

**3.9** All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**3.10** Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

**3.11** It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

**3.11.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening**”, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**3.12** Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

**3.13** Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

**3.13.1** Proposer’s are responsible for checking directly with the NJPA website for addendums to this RFP.

**3.13.2** Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

## E. QUESTIONS AND ANSWERS ABOUT THIS RFP

**3.14** Upon examination of this RFP document, Proposer shall promptly notify the NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

**3.15** Submit all questions about this RFP, in writing, referencing “**ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES**” to Gregg Meierhofer, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7<sup>th</sup>) calendar day prior to proposal due-date cannot be answered.

**3.16** If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

**3.17** If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

**3.18** As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

**3.19** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) by clicking on “Current and Pending Solicitations” and from the NJPA offices. No questions will be accepted by NJPA later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

**3.20** An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the

time specified for opening of all proposals.

## F. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

**3.21** A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

## G. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

**3.22 Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

**3.23 Where to document Value Added Attributes:** The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal.

**3.24** Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of **“ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES”**, and advances to provide products/services, supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

**3.26 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

**3.27 On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed

as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**3.28 Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

## H. CERTIFICATE OF INSURANCE

**3.29** Proposer shall provide evidence of liability insurance coverage identified below in the form of an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract, and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of an ACCORD binder identifying the coverage required below and identifying NJPA as a “Certificate Holder” and an “Additional Insured”. Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

**3.30** Vendor, upon award, shall be required to maintain the following insurance coverages during the term of the NJPA Contract:

(1) Workers Compensation insurance (Occurrence) with the following minimum coverages: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverages: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000.

(2) Commercial General Liability Policy per occurrence \$1,000,000.

(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer’s personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

**3.31** The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

## I. ORDER PROCESS AND/OR FUNDS FLOW

**3.32** Please propose an order process and funds flow. Please choose from one of the following:

**3.32.1 B-TO-G:** The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

**3.32.3 Other:** Please fully identify.

## J. ADMINISTRATIVE FEES

**3.33** Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

**3.33.1** Calculated as a percentage of the dollar volume of all equipment/products and services



provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

**3.33.2** Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

**3.33.3** Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP.

**3.33.3.1** Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

**3.34** The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire.

#### 4. PRICING STRATEGIES

**4.1** NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

**4.2** RFP is an "Indefinite Quantity Product/Equipment and Related Service Price and Program Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/equipment to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD along with other requested information as a part of a Proposer's Response.

**4.3** Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

**4.4 Primary Pricing/Secondary Pricing Strategies-** All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing.

##### A. LINE-ITEM PRICING

**4.5 Line-Item pricing-** A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

**4.6** All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

**4.7** Line-Item Pricing items are to be submitted in an Excel spreadsheet format provided and are to include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

**4.8** The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the “Find” function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

**4.9** All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**4.10** Proposers are asked to provide both a published “List” price as well as a “Proposed Contract Price” in their pricing matrix. “The published List” price will be the standard “quantity of one” price currently available to government and educational customers excluding cooperative and volume discounts.

## **B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY**

**4.11 Percent Discount From Catalog, list or Category Pricing-** A specific percentage discount from a “Catalogue or List Price” defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

**4.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**4.13** A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the product/equipment or related service.

**4.14** Accessory options requested by the customer and related to the general scope of this RFP but are not under the current contract will be priced using a “Sourced Product/equipment pricing model” as defined herein. See Section F

**4.15** When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published “MSRP” with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

**4.16** NJPA reserves the right to review catalogs submitted to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience. New optional accessories for product/equipment and related services may be added to the Contract through the NJPA approval process at the time they become available.

## **C. HOT LIST PRICING**

**4.17** Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List selection offer pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing or offering a “Hot List Selection” of equipment/products and related services is optional. Equipment/products and related services may be added or removed from the “Hot List” at any time.

**4.18** Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued

items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

**4.19** Hot List Program and Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/equipment and related service descriptions and Pricing with NJPA.

#### D. CEILING PRICE

**4.20** Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. **IMPORTANT NOTE:** Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

**4.21** Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

#### E. VOLUME PRICE DISCOUNTS

**4.22** Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

**4.23** Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitive situations and provided the same manufacturer support is available to the Vendor.

**4.24** All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

#### F. SOURCED PRODUCT/EQUIPMENT /OPEN MARKET ITEMS

**4.25** NJPA or NJPA Members may from time to time, request product/equipment and/or equipment/products and related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service listing or "list or catalog". These items are known as Sourced Product/Equipment or Open Market Items.

**4.26** An awarded Vendor resulting from this RFP may "Source" this equipment/products and related services for NJPA or an NJPA Member to the extent they:

**4.26.1** Identify all such equipment, products and services as "Sources Product/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member, and

**4.26.2** All applicable acquisition regulations pertaining to the purchase of such equipment, products and services have been followed, as defined by NJPA or the NJPA Member receiving quotation from Vendor, and

**4.26.3** NJPA or the NJPA Member has determined the prices as quoted by Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member.

## G. COST PLUS A PERCENTAGE OF COST

**4.27** Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

## H. TOTAL COST OF ACQUISITION

**4.28** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be defined as:

- The cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location.

**4.29** For example, if you are proposing equipment/products only "Warehouse Product/Equipment" contract, FOB Proposer's dock, your proposal would identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The "Proposal should reflect that the contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None".

## I. REQUESTING PRODUCT/EQUIPMENT AND RELATED SERVICE ADDITIONS/DELETIONS

**4.30** Requests for product/equipment and related services, price changes, additions, deletions, or any related contract changes must be made in written form and shall be subject to approval by NJPA.

**4.31** New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

**4.32** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**4.33** NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

**4.34** Documenting the "Best Interests of NJPA and NJPA Members" when outdated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

**4.35** Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product/equipment line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter. Pending approval of your request by NJPA you will need to provide a complete re-statement of all pricing including all new prices/products AND existing prices and products/equipment.

**4.36** NJPA's intent is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can approve and sign our acknowledgment and acceptance.

This information must ultimately come from Proposers, and NJPA is requiring it in this format.

## J. REQUESTING PRICING CHANGES

**4.37 Price Decreases:** Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the “Best Interests of NJPA and NJPA Members” is highly valued when we are documenting price reductions.

**4.38 Price increases:** Requests for standard contract price increases (or the inclusion of new generation products/equipment/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing equipment/products and services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new equipment/products and services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of ourselves and our Members.

**4.39 Price Change Request Format:** An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum or raw material costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

## K. PRICE AND PRODUCT CHANGES FORMAT

**4.40** NJPA’s due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. Submit the following documentation to request a pricing change:

**4.40.1** A cover letter:

- a. Please address the following subjects in your cover letter:
  - i. What product/equipment and related service prices are changing?
  - ii. How much are the prices changing?
  - iii. Why are the prices changing?
  - iv. Any additions or deletions from the previous product/equipment and related services list and the reason for the changes.
- b. The specifics of the product/services and price changes will be listed in the excel spreadsheets identified below. Please take a more general “Disclosure” approach to identifying changes in the cover letter.
  - i. If applicable and **for example** indicate, “All paper equipment/products and services increased 5 % in price due to transportation and fuel costs.”
  - ii. If applicable, for instance, indicate, “The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400’s 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the “Hot List” at a 20% discount from previous pricing until remaining inventory is liquidated.”

**4.40.2** An excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of “(Vendor Name) pricing effective XX/XX/XXXX.”

- a. Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:
  - i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
  - ii. Create a historical record of pricing.

#### L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

**4.41** Initially; and again with each request for product addition, deletion, and/or pricing change; you must state all pricing for all equipment/products and services available. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its “Effective Date.” Each successive price listing identified by its “Effective Date” will create a “Product and Price History” for the Contract.

**4.42** Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

**4.43** All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

**4.44** Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a “Single Statement of Product/Equipment and Related Services Contract Price Update”. This pricing update is required at a minimum of once per contract year.

#### M. PAYMENT TERMS

**4.45** Payment terms will be defined by the Proposer in the Proposer’s Response. Proposers are encouraged to offer payment terms through P Card services if applicable to the customary method of procurement relating to the contracted product/equipment and related services.

**4.46** Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
  - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
  - The index rate being adjusted; and
  - The “Purchase Option” at lease maturity (\$1, or fair market value); and
  - The available term in months of lease(s) available.
- Leasing company information such as:
  - The name and address of the leasing company; and
  - Any ownership, common ownership, or control between the Proposer and the Leasing Company.

## N. SALES TAX

**4.47** Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

## O. SHIPPING AND SHIPPING PROGRAM

**4.48** Shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of product/equipment. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order. See “The Total Cost of Acquisition” for the equipment/products and related services.

**4.49** Any shipping cost charged to NJPA or NJPA Members will be considered to be part of “proposal pricing.”

**4.50** Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

**4.51** Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

**4.52** Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

**4.53** Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order product/equipment may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program.

**4.54** Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

**4.55** Unless specifically stated otherwise in the “Shipping Program” of a Proposer’s Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

**4.56** Delivered products/equipment must be properly packaged. Damaged products/equipment will not be accepted, or if the damage is not readily apparent at the time of delivery, the products/equipment product/equipment shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the product/equipment at a reasonable time subsequent to delivery where

circumstances or conditions prevent effective inspection of the product/equipment at the time of delivery.

**4.57** Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA Member.

**4.58** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products/equipment which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product/equipment, NJPA Member will immediately notify Vendor and the Vendor will replace non-conforming product/equipment with conforming product/equipment acceptable to the NJPA member.

**4.59** Throughout the term of the Contract, Proposer agrees to pay for return shipment on product/equipment that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged product/equipment.

**4.60** Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

#### P. NORMAL WORKING HOURS

**4.61** Prices quoted are for equipment/products and services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

### 5. MARKETING PLAN

**5.1 Internal Marketing Plan:** If you are awarded a contract based on this solicitation, your sales force will be the primary source of the contract success. Your sales force needs to be aware that the value of the contract includes:

- The use of the NJPA Contract will save their customer (NJPA's Member) the time and effort of bringing a new individual Request For Proposal (RFP).
- The use of the NJPA Contract will save you and your sales force the time and effort of responding to individual Request For Proposals (RFPs).
- The use of the NJPA Contract will offer NJPA members the opportunity to have the ability to choose your company's contracted product/equipment and related services.

An award of Contract resulting from this RFP is an opportunity for the awarded Vendor to pursue commerce with, and deliver valued contracted products/equipment and related service solutions to NJPA and NJPA Members nationwide. Your internal marketing plan should serve to:

**5.1.1** Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver your Contract solution to NJPA and NJPA Members through your marketing and sales efforts.

**5.1.2** Identify, in general, your national footprint and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force network in terms of numbers and geographic location and distribution of the product/equipment and related services. Service may be independent of the sales of the product/equipment. Demonstrate fully the sales and service capabilities of your company through your response.



**5.1.2.1** Identify whether your sales force are employees or independent contractors. Identify whether your dealers are company owned or independently owned.

**5.1.3** Identify your plan for delivering training to these individuals.

**5.1.3.1** Will you have your sales force or dealer network gathered at national or regional events in the near future? Does your sales force or dealer network have the ability to participate in sales training webinar or webcast events?

**5.1.3.2** NJPA is prepared to provide our personnel for sales training and/or on a webinar or webcast or other methodologies to effectively reach the appropriate groups within your sales management, dealer network and sales force.

**5.1.4** Sales Management Contract Training.

**5.1.4.1** NJPA will commit to providing contract sales training regarding all aspects of communicating the value of the Contract itself, the authority of NJPA to offer the Contract to its Members, the value the Contract delivers to NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize NJPA procurement contracts.

**5.1.4.2** Your Sales Management will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

**5.2** Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the contract and its proper use and utility, and 3) the delivery of the contracted products/equipment and related services and the sales reward which creates a personal commitment to the contract. NJPA desires a marketing plan that:

**5.2.1** identifies the value to a member of a delivered a competitively proposed national cooperative procurement contract that reduces the need by both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility to facilitate and responding to multiple and similar individual RFP's;

**5.2.2** identifies the appropriate Vendor personnel from both management and sales staff who will be trained on the sales and marketing methods, strategy, use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

**5.2.3** identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

**5.3 External Marketing Plan:** NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/equipment and related services to NJPA current and potential members nationwide. As a part of your Marketing Plan, demonstrate your sales and service network and the capability to staff, communicate and offer the contract opportunity while demonstrating your commitment to serving NJPA and NJPA Members nationwide through the awarded contract.

**5.4** The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

**5.4.1 Printed Marketing Materials.** Proposer will initially produce and thereafter maintain full

color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA directory and other marketing publications.

**5.4.2 Contract announcements and advertisements.** Proposer will identify a marketing plan identifying their anticipated contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

**5.4.3 Proposer's Website.** Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

**5.4.4 Trade Shows.** Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through applicable trade shows. Proposers are encouraged to identify tradeshow and other appropriate venues for the promotion of any such Contract. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows. Examples of such could include:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

**5.5 Proposer must** also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all contracted equipment/products and services to current and potential NJPA Members. NJPA reserves the right to deem a Proposer non-responsive or to waive an award based on an unacceptable marketing plan.

**5.6 As a part of this response,** submit a complete Marketing Plan on how you would help NJPA roll out this program to current and potential NJPA Members. NJPA requires the Awarded Vendors actively promote the Contract in cooperation with the NJPA. Proposers are advised to consider marketing efforts in the areas of 1) Website Link from Proposer's website to NJPA's website, 2) Attendance and participation with a display booth at national and regional trade shows and meetings when the event is applicable to the Proposer's customer vertical, and 3) Sales team and sales training programs involving both Proposer's sales management and NJPA staff.

**5.7 Facilitating NJPA Membership:** Proposer should express their commitment to develop a process to establish membership status of current and potential agencies with NJPA as a part of the sales or customer communication process.

**5.7.1 Membership information:** Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership.

**6. PROPOSAL OPENING PROCEDURE**

**6.1** Sealed and properly identified Proposer's Responses for this RFP entitled "ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES" will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee**

**electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **“ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES”** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

## 7. EVALUATION OF PROPOSALS

### A. PROPOSAL EVALUATION PROCESS

**7.1 Overall Evaluation (FORM G)** - The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

**7.2** NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as “Green Product Certifications.”

**7.2.1. Bonus Evaluation Points-** Bonus evaluation points may be awarded by the NJPA Proposal Evaluation Committee based on criteria identified as being both “optional” and “having additional value”.

**7.3** NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

**7.4** Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee.

**7.5** To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness.”

**7.6** NJPA reserves the right to use a “Cost Scoring Evaluation” through a product comparison process of like products/services. This process will establish points for submitted price levels. See Cost Scoring Evaluation.

**7.7** The procurement activities of the NJPA Proposal Evaluation Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

### B. PROPOSER RESPONSIVENESS

**7.8** Proposer's Response received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

**7.9** An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

**7.10** Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non-responsive.

**7.11** To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

**7.12** The Proposal Evaluation Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed proposal with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.

### C. PROPOSAL EVALUATION CRITERIA

**7.13 Reduction of Evaluation Points.** The following items will be sufficient cause to reduce evaluation points.

**7.13.1** If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

#### **7.14 Evaluation Criteria**

**7.15** Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.

16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.
18. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
19. Information from government and education references and past performance information including past agency approval.
20. Demonstrates that they offer the most current industry standard equipment/products and related services and/or services.
21. Demonstrates financial stability as a company and a favorable banking line of credit.
22. Demonstrates their equipment/products and related services proposed meet and/or exceed industry standards accepted by educational or governmental agencies nationally.
23. Demonstrates market place success and their past performance exhibits an acceptable reputation nationally within the government and education market place.
24. Demonstrates that the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support equipment/products and related services offered to government and education and related agencies.
25. Response's conformance to terms and conditions as described in the solicitation, including documentation.
26. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded NJPA Contract.
27. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
28. Line-Item Pricing, or acceptable pricing model in approved excel format, listing of all of the proposed equipment/products and related services and warranty provisions with their associated units of costs.
29. Hot List Pricing equipment/products and related services in a Line-Item Pricing format (when applicable).
30. Contract Pricing submitted as requested to include selection of products/equipment and related services in a Line-Item Pricing and/or Percentage Discount from a published gov/ed price list or Catalog.

#### D. OTHER CONSIDERATION

**7.16** Consideration will be given in the award based on the completion and degree of information provided regarding available products/equipment, and accessories, and related services as well as, applicable parts of the Proposer Information and Questionnaire.

**7.17** The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the product/equipment, related services or related products/equipment offered.

**7.18** NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

**7.19** The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

**7.20** Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. A positive review will reflect the ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members comfort and assurance understanding that the proposer accepts the sole source of

responsibility of the response to the scope of this RFP.

**7.21** Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

**7.22** Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

**7.23** Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

**7.24** The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

**7.25** Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available). The Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

**7.26** NJPA reserves the right to reject the Proposer's Response where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the Proposer is able to properly carry out the terms of this RFP and potential Contract.

**7.27** NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been proven or suspicion of collusion among the Proposers.

## E. COST SCORING EVALUATION

**7.28** NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

**7.29** This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

## F. PRODUCT TESTING

**7.30** NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

## G. PAST PERFORMANCE INFORMATION

**7.31** Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

## H. WAIVER OF FORMALITIES

**7.32** NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

## 8. POST AWARD OPERATING ISSUES

### A. SUBSEQUENT AGREEMENTS

**8.1 Purchase Order-** Purchase Orders for product/equipment and related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

**8.2 Governing Law-** Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

**8.3 Additional Terms and Conditions-** Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

**8.4 Specialized Service Requirements-** In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and

employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

**8.5 Performance Bond-** At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

## B. NJPA MEMBER SIGN-UP PROCEDURE

**8.6** Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the member or the vendor.

## C. REPORTING OF SALE ACTIVITY

**8.7** A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

**8.7.1 Zero sales reports:** Awarded Vendors are responsible for providing a quarterly sales report EVERY QUARTER regardless of the existence or amount of sales.

## D. AUDITS

**8.8** During the Term, however no more than once per calendar year, Vendor(s) may be required to make available to NJPA at the Vendor's corporate offices (during normal business hours) the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

## E. HUB PARTNER

**8.9 Hub Partner:** Where applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits, or other considerations.



**8.10 Hub Partner Fees:** Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

**8.10.1** The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and

**8.10.2** To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is “Executed for the Benefit of [NJPA Member Name].”

## F. TRADE-INS

**8.11** Where Appropriate, the value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

## G. OUT OF STOCK NOTIFICATION

**8.12** Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

## H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

**8.13** NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract;
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales ;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.
- In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

**8.14** Each party shall follow the below procedure if the Contract is to be terminated for violations or

non-performance issues:

**Step 1:** Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

**Step 2:** Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.

**Step 3:** Issue letter to cancel Contract for cause.

**8.15** Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

**8.16** Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

**8.17** NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

**8.18** Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

**8.19** NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

**8.20** Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

## 9. GENERAL TERMS AND CONDITIONS

### A. ADVERTISEMENT OF RFP

**9.1** As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the "Noticetobidders.com" website, and 5) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

## B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

**9.2** Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

## C. APPLICABLE LAW

**9.3 NJPA Compliance with Minnesota Procurement Law:** Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

**9.4 Governing Law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

**9.5 Jurisdiction:** Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

**9.5.1** Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

**9.6 Vendor Compliance with applicable law:** Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

**9.7 Applicable Laws,** whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

**9.8 Indemnity:** Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

**9.9 Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

**9.10 Patent and Copyright infringement:** If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whoseever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

#### D. ASSIGNMENT OF CONTRACT

**9.11** No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vendor. After issuance the awarded Contract may be reassigned to a comparable and acceptable Vendor at the discretion of NJPA.

**9.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

#### E. LIST OF PROPOSERS

**9.13** NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

#### F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**9.14** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

#### G. DATA PRACTICES

**9.15** All proposals submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification subject to the limitations provided under Minnesota or Federal law. Proposals may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

**9.16** Fees may be charged only if the requesting person asks for a copy or electronic transmittal of the data. Fees will be charged according to NJPA's standard photocopying policy unless significant time is required. In that case, the fee will include the actual cost of searching for, retrieving, and copying or electronically transmitting the data. The fee may not include time necessary to separate public from non-public data.

**9.17** The responsible authority may also charge an additional fee if the copies have commercial value and are a substantial and discrete portion of a formula, compilation, program, process, or system developed with significant expenditure of public funds. This additional fee must relate to the actual development costs of the information.

#### H. DATA PRIVACY

**9.18** Proposer agrees to abide by all applicable STATE and FEDERAL laws and regulations including, but not limited to, HIPPA requirements and the Minnesota Data Practices Act concerning the handling and disclosure of private and confidential information regarding individuals. Proposer agrees to hold NJPA harmless from NJPA's lawful disclosure and/or use of private/confidential information. If a

Proposer wishes to withhold any part of its proposal from public inspection, then a statement advising the NJPA of this fact, along with the Statutory cite supporting the Proposer's position is required.

#### I. ENTIRE AGREEMENT

**9.19** The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

**9.20** A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award Form document (see Form E).

#### J. FORCE MAJEURE

**9.21** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

#### K. GRATUITIES

**9.22** NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA are deemed to be excessive with a view or demonstrated intent toward securing a contract or with respect to the performance of a pending or awarded Contract.

#### L. HAZARDOUS SUBSTANCES

**9.23** Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

#### M. LEGAL REMEDIES

**9.24** All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is located and domiciled.

#### N. LICENSES

**9.25** Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

**9.26** All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

#### O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**9.27** The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

**9.28** Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for equipment/products and related services and products/equipment and related services provided by third-party sourcing or service providers.

#### P. NON-WAIVER OF RIGHTS

**9.29** No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

#### Q. PROTESTS OF AWARDS MADE

**9.30** Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative (you must document the authority of the Representative);
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation;
8. The aggrieved party's statement of potential financial damages;
9. A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

#### R. PROVISIONS REQUIRED BY LAW

**9.31** Proposer agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

#### S. RIGHT TO ASSURANCE

**9.32** Whenever one party to the awarded Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

#### T. SUSPENSION OR DISBARMENT STATUS

**9.33** If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

#### U. HUMAN RIGHTS CERTIFICATE

**9.34** If Proposer is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a statement to that effect.

**9.35** If Proposer is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Proposer must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Proposer's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

**9.36** If Proposer is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

#### V. SEVERABILITY

**9.37** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

#### W. RELATIONSHIP OF PARTIES

**9.38** No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

## 10. FORMS

### **Form A**

#### **PROPOSER QUESTIONNAIRE- General Business Information**

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

#### **Company Information**

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Provide a copy of your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) for your organization.
- 5) Does your company name match the name identified on your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available)? If no, why not?
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) Provide profiles and an organizational chart for key management, sales management and marketing executives of your company that will oversee and ensure the successful implementation, execution and operation of a Contract resulting from this RFP.
- 8) How long has your company been in the "**ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES**", industry?
- 9) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
  - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
  - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
  - c) Are these individuals your employees, or the employees of a third party?
  - d) If applicable, is the Dealer Network independent or company owned?
- 10) Please provide your bond rating, and/or a credit reference from your bank.
- 11) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 12) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 13) Provide all "Suspension or Disbarment" information as defined and required herein. See Section U 9.31.

#### **Industry-Marketplace Successes**

- 14) List and document recent industry awards and recognition.
- 15) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.



- 16) Provide names and addresses of the top five (5) government or education agency customers to include the scope of projects, size of transaction, and dollar volumes from the past three (3) fiscal years.
- 17) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually

**Proposer's ability to sell and service nationwide.**

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Describe your off shore contract sales capabilities and requirements. Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

**Marketing Plan**

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe your general marketing program strategy to promote the proposed Contract nationally and ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send examples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process? Yes/ No.
- 35) If yes, describe examples of E-procurement system(s) that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 36) Please describe how you will communicate your pricing and pricing strategy to your sales force nationally?

**Other Cooperative Procurement Contracts Held**

- 37) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.

- 38) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 39) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
- 40) What is the annual combined dollar sales volume for each of these contracts?
- 41) Identify any GSA Contracts held or utilized by the Proposer.
- 42) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 43) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract? \_\_\_ Yes \_\_\_ No Explain and demonstrate your commitment and/or restrictions.
- 44) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee should be calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

**Value Added Attributes**

- 45) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? \_\_\_ Yes \_\_\_ No
- 46) Is this training standard as a part of a purchase or optional?
- 47) Describe current technological advances your proposed equipment/products and related services offer.
- 48) Describe your “Green” program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 49) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 50) Identify any other unique or custom value added attributes of your company or your products/equipment or related services.
- 51) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 52) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 53) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 54) Describe any unique distribution and/or delivery methods or options offered in your proposal.

**(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)**

Signature: \_\_\_\_\_

**Form B**

**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Web site: \_\_\_\_\_

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

**COMPANY PERSONNEL CONTACTS**

Contract Manager \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Other contract management personnel

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SPECIFICATIONS REQUEST**

**Form C**

Company Name: \_\_\_\_\_

Note: **Original must be signed** and inserted in the inside front cover pouch. Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Please sign and date the bottom of each page of this document. NJPA may negotiate exceptions listed here and document the results of those negotiations in the appropriate section of Form F below.

Section/page	Term, Condition, or Specification	Exception

Signature: \_\_\_\_\_

**Contract Award**

**RFP**

#113012

**FORM D**

**Formal Offering of Proposal (To be completed Only by Proposer)**

**ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES,**

In compliance with the Request for proposal (RFP) for “ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES”, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer’s Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (ink only): \_\_\_\_\_  
(Name printed or typed)

**Form E**

**Contract Acceptance and Award of Contract**

**(To be completed only by NJPA)**

**NJPA 113012 ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES**

\_\_\_\_\_  
(Please print Proposer's full legal name above)

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and your Response, EXCEPT as to the following:

There are no new exceptions

The effective date of the Contract will be \_\_\_\_\_, \_\_\_\_\_ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_ Executive Director NJPA \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ **Contract Number # 113012**

NJPA Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_ **Contract Number # 113012**

Proposer hereby accepts contract award including all exceptions identified here on FORM C above.

\_\_\_\_\_  
**Proposer's Name**

Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_ **Contract Number # 113012**

## PROPOSER ASSURANCE OF COMPLIANCE

### Form F

#### **Proposal Affidavit Signature Page**

#### **PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any product/equipment and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the equipment/products and services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract, and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the

federal, state, and local laws, regulations, rules, and orders, and

11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer hereby certifies their compliance with federal affirmative action requirements.

Company Name: \_\_\_\_\_

Contact Person for Questions: \_\_\_\_\_ -  
\_\_\_\_\_

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ the day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_



**Form G.**

**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject **“ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES”**,

Conformance to terms and conditions to include documentation	50	
Pricing	400	
Financial, Industry and Marketplace Successes	75	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	50	
Value Added Attributes	75	
Warranty Coverages and Information.	50	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	

Proposed

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_

**FORM H**

**State Of Minnesota – Affirmative Action Certification**

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification **BOX A** – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B**.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). [If the date is the same as the response due date, indicate the time your plan was received: \_\_\_\_\_ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B – For those companies not described in BOX A**

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

**BOX C – For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5<sup>th</sup> St., Suite 700 St. Paul, MN 55101

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283

**Form I**

**State of Minnesota — Immigration Status Certification**

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

<p>1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and</p>	
<p>2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the <i>E-Verify</i> program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.</p>	
<p><b>I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.</b></p>	
Name of Company: _____	Date: _____
Authorized Signature: _____	Telephone Number: _____
Printed Name: _____	Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

**For assistance with the *E-Verify* Program**

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

**For assistance with this form, contact:**

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: [MMDHelp.Line@state.mn.us](mailto:MMDHelp.Line@state.mn.us)

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

## **Form P**

### **PROPOSER QUESTIONNAIRE- Products, Pricing, Sector Specific, Services, Terms and Warranty**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

#### **Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
- 4) Do you accept the P-card procurement and payment process?

#### **Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

#### **Equipment/Products and Related Services and Pricing**

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Propose a strategy, process, and specific method of facilitating "Sourced Product/equipment and related services" or "Non-Standard Options" solution as defined herein.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Describe your ability to take advantage of, or operate with electronic marketplace solutions, if any.
- 16) If applicable, Provide a "CORE LIST" of equipment/products and related services (as anticipated and defined by Proposer to meet or exceed the NJPA Member's needs) as a separate and named spreadsheet. Include special pricing, if any, on these items.
- 17) If applicable, provide a "Hot List" format of specific product/equipment and related services as defined herein.
- 18) Provide your NJPA customer volume rebate programs, as applicable.
- 19) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 20) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

21) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.

Prices offered in this proposal are (**Your proposal will be deemed “Non-Responsive” if this question is not answered**):

\_\_\_\_\_ a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.

\_\_\_\_\_ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

\_\_\_\_\_ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

22) Do you offer quantity or volume discounts? \_\_\_\_\_ YES \_\_\_\_\_ NO Outline guidelines and program.

23) Describe in detail your proposed exchange and return program(s) and policy(s).

24) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

25) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

### **Industry or Sector Specific Questions**

26) What do you consider to be the top three market differentiators of your products/services relative to this RFP category?

27) In what specific ways to your products, services and supplies apply to this RFP category?

28) Within the RFP category there is the potential to be several different sub-categories of solutions. What sub category title(s) would best describe your products, services and supplies?

Signature: \_\_\_\_\_

## 11. PRE-SUBMISSION CHECKLIST

### Pre-submission Checklist

- Have you read, and do you understand the intent this RFP?
- Have you attended the Pre-Proposal Conference for this RFP?
- Have you completed the questionnaires (Forms A & P) to the best of your ability?
- Have you submitted pricing for all of the product/equipment and related services you are proposing within the scope of this RFP?
- Have you packaged your Proposal submission identifying conspicuously “Competitive Proposal Enclosed, Please hold for public opening XX-XX-XXX”?
- Have you sent your package in sufficient time for physical delivery at 202 12th ST NE Staples, MN 56479 to occur prior to the deadline for delivery?
- Have you submitted hard copy original signed, completed, and dated forms C,D,E,H,I, and hard copy signed signature page only from forms A and P of this RFP?
- Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A, B, C, D, E, H, I & P in your proposal?

#### **Contents of your Proposal response:**

- Hard copy original signed, completed, and dated forms C, D, E, H, I, and hard copy signed signature page only from forms A and P.**
- Electronic submission of proposal forms A, B, C, D, E, F, H, I & P (CD or flash drive).**
- Certificate of Insurance (demonstration of insurability)**

#### Form Titles

Form A	Proposer Questionnaire – General Business Information
Form B	Proposer Information
Form C	Exceptions to Proposal, Terms, Conditions, and Solutions Request
Form D	Formal Offering of Proposal
Form E	Contract Acceptance and Award
Form F	Proposer Assurance of Compliance
Form G	Overall Evaluation and Criteria
Form H	State Of Minnesota – Affirmative Action Certificate
Form I	State Of Minnesota – Immigration Status Certificate
Form P	Proposer Questionnaire – Products/equipment, Pricing, Sector Specific, Services, Terms and Warranty

## Addendum 111612

To that certain

RFP#113012

Issued by

The National Joint Powers Alliance®

For the procurement of

ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

Please consider the following to be a part of the above RFP:

- The "Deadline for Submission of Proposals" will be extended from November 30, 2012 to December 7, 2012 at 4:30PM Central Time.
- The "Public Opening of Proposals will be extended from December 3, 2012 to December 10, 2012 at 8:00AM Central Time.
- Page 47 of the solicitation (FORM G) shall be replaced in its entirety with the attached page.

 11-16-12

**Form G.**

**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject “

ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES”

Conformance to terms and conditions to include documentation	25	
Pricing	400	
Industry and Marketplace Successes	75	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	50	
Value Added Attributes	75	
Invoicing Payment Terms and Financing Options	25	
Warranty Coverages and Information.	75	
Selection and Variety of Products and Services Offered	175	
<b>Total Points</b>	<b>1000</b>	<b>0</b>

Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders Dissadvantaged Business Entity Characteristics	50	

Overall Evaluation Points 1100      0

Proposed

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
 \_\_\_\_\_ Its \_\_\_\_\_



## Addendum 111912

To that certain

RFP#113012

Issued by

The National Joint Powers Alliance®

For the procurement of

### ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

Please consider the following to be a part of the above RFP:

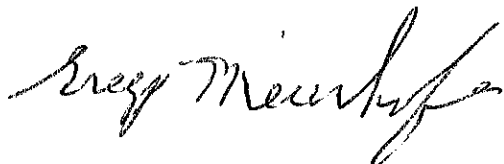
Question: Does this information become public if submitted with the bid? I ask this because we are a private owned company and do not publish this information. We would be willing to provide a statement as long as it is not shared with the public.

Answer: All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the NJPA.

We suggest you send two separate responses, the first titled "Solicitation Response", and the second titled "Public Records Response" where the latter has all "Trade Secret" information redacted. You must also include citing the appropriate laws enabling each redaction you have claimed.



## Addendum 112612

To that certain  
RFP#113012  
Issued by  
The National Joint Powers Alliance®  
For the procurement of

ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND  
SUPPLIES

Please consider the following to be a part of the above RFP:

Question: Can you explain what is meant by "CORE LIST" on FORM P QUESTION 16?

Answer: The "Core List" is optional and defined by you, however is generally a subset of the "Pricing" for your contract which highlights most commonly purchased goods and services usually highlighted with additional discounts when compared to the standard "Pricing".

*Bryce Meinhart* 11-26-12

**FORM D**

Formal Offering of Proposal (To be completed Only by Proposer)

**ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES,**

In compliance with the Request for proposal (RFP) for "ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: M-B Companies, Inc Date: Dec 6, 2012

Company Address: 1615 Wisconsin Ave

City: New Holstein, W State: WI Zip: 53061

Contact Person: Rose Shrimp Title: Assistant Secretary

Authorized Signature (ink only):  Rose Shrimp  
(Name printed or typed)

Contract Acceptance and Award of Contract

(To be completed only by NJPA)

NJPA 113012 ROAD MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

M-B Companies, Inc  
(Please print Proposer's full legal name above)

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and your Response, EXCEPT as to the following:

There are no new exceptions

The effective date of the Contract will be February 20, 2013 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: Susan Nanik Susan Nanik  
(Name printed or typed)

Title: Executive Director NJPA

Awarded this 20<sup>th</sup> day of February, 2013 Contract Number # 113012-MBC

NJPA Authorized signature: Scott Verone  
(Name printed or typed)

Title: Board Clerk

Executed this 20<sup>th</sup> day of February, 2013 Contract Number # 113012-MBC

Proposer hereby accepts contract award including all exceptions identified here on FORM C above.

M-B Companies Inc  
Proposer's Name

Authorized signature: Rose Shrimp Rose Shrimp  
(Name printed or typed)

Title: Assistant Secretary

Executed this 25<sup>th</sup> day of February 2013 Contract Number # 113012-MBC

**Letter of Agreement  
to Extend the Contract**

Between

**M-B Companies, Inc. (Vendor)  
1615 Wisconsin Ave.  
New Holstein, WI 53061**

and

**National Joint Powers Alliance® (NJPA)  
202 12<sup>th</sup> Street NE  
Staples, MN 56479  
Phone: (218) 894-1930**

The Vendor and NJPA have entered into an Agreement (Contract #113012-MBC) for the procurement of Road Maintenance Equipment with Related Accessories, Services and Supplies. This Agreement has an expiration date of February 20, 2017, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, NJPA and NJPA's Members. The Vendor and NJPA therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on February 20, 2018. All other terms and conditions of the Agreement remain in force.

**National Joint Powers Alliance® (NJPA)**

By: Jeremy Schwartz, Its: Director of Cooperative  
Contracts & Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date 12-28-16

**M-B Companies, Inc.**

By: Rose Shrimp, Its: Assistant Secretary

Name printed or typed: Rose Shrimp

Date 12/19/16



# PRICE QUOTATION

## M-B Companies, Inc.

79 Montgomery Street  
Montgomery, Pa. 17752  
Phone (570) 547-1621  
Fax (570) 547-1629

**QUOTATION NO. 13912**

Please refer to this number when submitting an order

To: Lee County

Date: 4/13/17

Attn: Randy Hart

F.O.B. Destination

We appreciate the opportunity to submit the following quotation:

### M-B 1143-10 550-Gallon Truck Mounted Striper

The following is included in the price shown below.

Product Code	Item Description	
1143-10	M-B 1143-10 550-Gallon Truck Mounted Striper Per Spec: FL-Lee County 1143-10-0715-1889	\$463,225.17

#### OPTIONS:

GL3000P	GL3000P Laser	\$6,447.70
GPSAngel	GPS for AngelTrax System	\$484.69

#### NJPA Quotes:

PLEASE NOTE ON PO: NJPA Customer Member Number and "This purchase order is issued pursuant to NJPA Contract #113012-MBC"

ABOVE PRICING INCLUDE STARTUP AND FREIGHT

CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE SALES TAXES

PAYMENT TERMS: NET 20

This quotation is valid for 60 Days  
Delivery: 150-180 Days ARO

Unless otherwise Stated, prices quoted are for the above listed quantities shipped at one time. Prices may change if quantities differ from those shown above.

## M-B Companies, Inc.

By: *Lori E. Burns*  
Lori Burns, Territory Sales Manager  
Pavement Marking Equipment Division

Customer Acceptance of Order	
Signature	Date

THIS QUOTATION IS NOT AN OFFER AND IS NOT LEGALLY BINDING ON M-B. ALL SALES BY M-B SHALL BE SUBJECT EXCLUSIVLY TO M-B'S TERMS AND CONDITIONS OF SALES SET FORTH ON THE BACK HEREOF.

<b>Blue Sheet No.</b> 20170204	<b>Lee County Board Of County Commissioners</b> <b>Agenda Item Report</b> <b>Meeting Date: 5/16/2017</b>	<b>Item No. C16</b>
-----------------------------------	--	---------------------

**TITLE:**

Approve Third Amendment to the Interlocal Agreement with the Town of Fort Myers Beach

**ACTION REQUESTED:**

A. Approve Third Amendment to the Interlocal Agreement between Lee County and the Town of Fort Myers Beach in the amount of \$681,636.00, to fund the associated cost of adjustment of wastewater lines due to conflicts created by the North Estero Blvd. Side Streets Phase II Water Main and Storm Improvements by the Town of Fort Myers Beach.

B. Authorize the Chair, on behalf of the BoCC, to execute the proposed Third Amendment to the Interlocal Agreement between Lee County and the Town of Fort Myers Beach.

C. Approve a budget transfer in the amount of \$681,636.00 from Utilities Reserves for Future Capital Outlay to CIP 20732648730 Estero Blvd Force Main Relocation and amend the FY 16/17 Utilities CIP budget to include the \$681,636.00.

**FUNDING:**

\$681,636.00; Enterprise Fund; Not included in FY16/17 budget.

Phase III timing is unknown at this time and expected to cost approximately \$700,000.

Utilities Capital Improvement; Capital Improvement; 20732648730.506510.

**WHAT ACTION ACCOMPLISHES:**

Approve Third Amendment to the Interlocal Agreement between Lee County and the Town of Fort Myers Beach in the amount of \$681,636.00, to fund the associated cost of adjustment of wastewater lines due to conflicts created by the North Estero Blvd. Side Streets Phase II Water Main and Storm Improvements for Bay Road, Eucalyptus Ct, Jefferson St, Hercules Drive, Bayview Ave, Donora Blvd, Connecticut Street and Hercules Drive.

**MANAGEMENT RECOMMENDATION:**

Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	<b>Commissioner:</b> All <b>Department:</b> UTILITIES <b>Division:</b> No Divisions <b>By:</b> Pam Keyes

**Background:**

On December 17, 2013 (BS 20131005, A-13-A) the County and Town of Fort Myers Beach entered into an Interlocal Agreement relating to certain underground utility improvements proposed by the Town and the County in the same affected areas within the corporate limits of the Town. The County and the Town entered into the Agreement in order to work jointly pursuant to the Town's design-build contract to construct the improvements.

It was recommended that in order to minimize construction impact to the island, Lee County Utilities

<b>Required Review:</b>					
<b>Pam Keyes</b>	<b>Lori Borman</b>	<b>Michael D. Jacob</b>	<b>Peter Winton</b>	<b>Doug Meurer</b>	
UTILITIES	Budget Analyst	County Attorney	Budget Services	County Manager	

should enter into an interlocal agreement with the Town of Fort Myers Beach to address wastewater infrastructure conflicts in a cooperative manner as they are more clearly identified through the design process.

Amendment One to the Agreement was approved by the BoCC on December 17, 2013, in which the County reimbursed the Town \$21,222.00 for wastewater relocation design costs with Phase One of the Town's water main and storm improvements.

Amendment Two to the Agreement was approved by the Board on January 6, 2015, in which the County reimbursed the Town \$24,000.00 for wastewater relocation construction costs with Phase One of the Town's water main and storm improvements.

This Third Amendment to the Interlocal Agreement was approved by the Town Council of Fort Myers Beach on April 3rd, 2017.

The County has funds for the design and adjustment of wastewater lines in those areas the County deems necessary and will only be responsible for the expense of wastewater improvements that comply with the Lee County Utilities Design Manual and that have been authorized by the County.

The "Estero Blvd. Side Streets Water Main (WM) and Storm Improvements Phase II - Sanitary Sewer Adjustments Cost Opinion", which is attached to the Third Amendment, is intended to comply with the requirements of the Agreement and amends that Agreement by establishing the County's construction cost associated with the wastewater lines replacement/relocation for Phase Two of Three, that are reimbursable to the Town in the lump sum amount of \$681,636.00.

Attachments:

1. Original Third Amendment with Exhibit
2. Executed Interlocal Agreement
3. Budget Transfer Form



THIRD AMENDMENT  
INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE TOWN OF  
FORT MYERS BEACH FOR A UTILITY RELOCATION PROJECT WITHIN THE  
CORPORATE LIMITS OF THE TOWN OF FORT MYERS BEACH

THIS THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE TOWN OF FORT MYERS BEACH (Third Amendment) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between LEE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (hereinafter called "County"), and the TOWN OF FORT MYERS BEACH, a Florida municipal corporation, acting by and through its Town Council (hereinafter called "Town").

WITNESSETH:

WHEREAS, on December 17, 2013, the County and the Town entered into that certain INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE TOWN OF FORT MYERS BEACH FOR A UTILITY RELOCATION PROJECT WITHIN THE CORPORATE LIMITS OF THE TOWN OF FORT MYERS BEACH relating to certain underground utility improvements proposed by the Town and the County in the same affected areas within the corporate limits of the Town (hereinafter the "Agreement"); and

WHEREAS, the County and the Town entered into the Agreement in order to work jointly pursuant to a design-build contract to construct the improvements; and

WHEREAS, the County agrees to fund the associated cost of adjustment of wastewater lines due to conflicts created by the anticipated North Estero Blvd. Sides Street Phase II Water Main and Storm improvements for Bay Road, Eucalyptus Ct, Jefferson St, Hercules Drive, Bayview Ave, Donora Blvd, Connecticut Street and Hercules Drive; and

WHEREAS, the construction cost associated with the wastewater lines adjustments would be reimbursed in accordance with a schedule of values to be included as "Estero Blvd. Sides Street WM and Storm Improvements Phase II - Sanitary Sewer Adjustments Cost Opinion" to the Agreement and would be incorporated into the Agreement through the approval and execution of an Amendment to the Agreement; and

WHEREAS, the "Estero Blvd. Sides Street WM and Storm Improvements Phase II - Sanitary Sewer Adjustments Cost Opinion" which is attached to this Third Amendment is intended to comply with the requirements of the Agreement and amends that Agreement by establishing the County's construction cost associated with the wastewater lines adjustments for Phase Two of Three, that are reimbursable to the Town in the lump sum amount of \$681,636.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and obligations herein contained, the parties agree as follows:

SECTION I. INCORPORATION OF RECITALS

The Recitals as set forth above are incorporated into this Third Amendment as if set out herein at length.

SECTION II. AMENDMENT

The Agreement is hereby amended as follows:

1. The County agrees to fund the associated cost of installation of wastewater lines adjustments due to conflicts created by the anticipated North Estero Blvd. Sides Street Phase II Water Main and Storm improvements for Bay Road, Eucalyptus Ct, Jefferson St, Hercules Drive, Bayview Ave, Donora Blvd, Connecticut Street and Hercules Drive, areas which the County deems improvement necessary and will only be responsible for the expense of wastewater improvements within those areas that are reimbursable to the Town in the lump sum amount of \$681,636.00.
2. All other provisions of the Agreement shall remain unchanged.

SECTION III. EFFECTIVE DATE

This Third Amendment shall be effective on the last date that it is signed by the Chair or Vice-chair of the Board of County Commissioners of the County of the Mayor or Vice Mayor of the Town.

IN WITNESS WHEREOF, the parties hereunto have executed this Third Amendment to the Agreement on the dates specified below.

ATTEST: LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_  
County Attorney's Office

ATTEST: MICHELLE MAYHER,  
TOWN CLERK

TOWN OF FORT MYERS BEACH

\_\_\_\_\_

By: \_\_\_\_\_

Dennis C. Boback, Mayor

Date: \_\_\_\_\_

Approved as to form:

FOWLER WHITE BOGGS  
Town Attorney

By: \_\_\_\_\_

**Lee County Utilities**  
**Estero Blvd. Sides Street WM and Storm Improvements Phase II - Sanitary Sewer Adjustments**  
**Cost Opinion**

DDAI No. 15-0094

<b>Sanitary Sewer Adjustments</b>					
Pay Item	Description	Unit	Qty	Unit Cost	Total Cost
<b>EUCALYPTUS COURT</b>					
1000-10	Sewer Service Adjustment	EA	9	\$1,500.00	\$13,500.00
1000-20	Conflict Structure	EA	2	\$23,820.00	\$47,640.00
1000-30	Adjust Manholes Ring and Cover	EA	3	\$530.00	\$1,590.00
1000-40	Cleanouts	EA	18	\$700.00	\$12,600.00
<b>JEFFERSON STREET</b>					
1000-10	Sewer Service Adjustment	EA	11	\$1,500.00	\$16,500.00
1000-20	Conflict Structure	EA	2	\$23,820.00	\$47,640.00
1000-30	Adjust Manholes Ring and Cover	EA	3	\$530.00	\$1,590.00
1000-40	Cleanouts	EA	21	\$700.00	\$14,700.00
<b>HERCULES DRIVE</b>					
1000-10	Sewer Service Adjustment	EA	11	\$1,500.00	\$16,500.00
1000-20	Conflict Structure	EA	1	\$23,820.00	\$23,820.00
1000-30	Adjust Manholes Ring and Cover	EA	3	\$530.00	\$1,590.00
1000-40	Cleanouts	EA	22	\$700.00	\$15,400.00
<b>BAYVIEW AVENUE</b>					
1000-10	Sewer Service Adjustment	EA	9	\$1,500.00	\$13,500.00
1000-20	Conflict Structure	EA	1	\$23,820.00	\$23,820.00
1000-30	Adjust Manholes Ring and Cover	EA	3	\$530.00	\$1,590.00
1000-40	Cleanouts	EA	19	\$700.00	\$13,300.00
<b>CONNECTICUT STREET**</b>					
1000-10	Sewer Service Adjustment	EA	9	\$1,500.00	\$13,500.00
1000-20	Conflict Structure	EA	2	\$23,820.00	\$47,640.00
1000-30	Adjust Manholes Ring and Cover	EA	6	\$530.00	\$3,180.00
1000-40	Cleanouts	EA	18	\$700.00	\$12,600.00
<b>BAYMAR DRIVE**</b>					
1000-10	Sewer Service Adjustment	EA	14	\$1,500.00	\$21,000.00
1000-20	Conflict Structure	EA	1	\$23,820.00	\$23,820.00
1000-30	Adjust Manholes Ring and Cover	EA	3	\$530.00	\$1,590.00
1000-40	Cleanouts	EA	28	\$700.00	\$19,600.00
<b>DONORA BOULEVARD.**</b>					
1000-10	Sewer Service Adjustment	EA	27	\$1,500.00	\$40,500.00
1000-20	Conflict Structure	EA	2	\$23,820.00	\$47,640.00
1000-30	Adjust Manholes Ring and Cover	EA	9	\$530.00	\$4,770.00
1000-40	Cleanouts	EA	37	\$700.00	\$14,700.00
<b>BAY STREET**</b>					
1000-10	Sewer Service Adjustment	EA	9	\$1,500.00	\$13,500.00
1000-20	Conflict Structure	EA	1	\$23,820.00	\$23,820.00
1000-30	Adjust Manholes Ring and Cover	EA	3	\$530.00	\$1,590.00
1000-40	Cleanouts	EA	19	\$700.00	\$13,300.00
<b>TOTAL UTILITIES SUB TOTAL</b>					<b>\$568,030.00</b>
<b>CONTINGENCY (20%)</b>					<b>\$113,606.00</b>
<b>TOTAL COST</b>					<b>\$681,636.00</b>

\*\* STORM SYSTEM AND WATER MAIN ARE YET TO BE DESIGNED BY TETRA TECH.

THE COST OPINION ON BAY STREET WAS COMPLETED BY ESTIMATING THE COST OF THE MOST SIMILAR STREET ON THIS PROJECT.

THE COST OPINION DOES NOT INCLUDE MOT, MOBILIZATION, EROSION CONTROL OR RESTORATION COST. PRICE INCLUDED IN TETRA TECH BID PRICES.

ITEM PRICES ARE BASED ON MITCHELL& STARK PRICES TO THE TOWN OF FORT MYERS BEACH AND CRISTEL PRICES TO LEE COUNTY.

A CLEANOUT WAS ASSUMED FOR EVERY SEWER LATERAL SERVICE

**SEWER LATERAL UTILITY CONFLICT MATRIX**

Manhole Number	CROSSING #	STATION	SIDE	EXISTING FACILITY	PROPOSED FACILITY	RECOMMENDATION	Contractor's Plan	Unit Price
<b>EUCALYPTUS COURT</b>								
37-116	MH1-1	0+51	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-2	1+38	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-3	1+70	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-4	2+25	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-5	2+49	LT	SERVICE LATERAL	30" SD	RELOCATE STORM	Adjust Sewer	\$1,500.00
	MH1-6	3+06	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-7	3+61	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-8	3+61	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
37-125	MH3-1	0+08	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-2	0+08	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-3	0+79	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-4	0+86	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-5	1+26	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-6	1+85	RT	SERVICE LATERAL	8" WM/EC SD 10/15" SD	RELOCATE STORM/MOVE OR DEFLECT WM	None	\$0.00
	MH3-7	2+00	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-8	2+18	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-9	2+73	LT	SERVICE LATERAL	EC-SD 12	RELOCATE STRUCTURE	Adjust Sewer	\$1,500.00
	MH3-10	2+86	RT	SERVICE LATERAL	NONE	NONE	None	\$0.00
NA	CS1-1	158+30	NA	SANITARY SEWER MAIN	30" SD	CONFLICT BOX	CONFLICT BOX	\$23,820.00

Pay Item #	Description	Unit	Quantity	Unit Cost	Total Cost
1000-10	Sewer Service Adjustment	EA	9	\$1,500.00	\$13,500.00
1000-20	Conflict Structure	EA	2	\$23,820.00	\$47,640.00
1000-30	Adjust Manholes Ring and Cover	EA	3	\$530.00	\$1,590.00
1000-40	Cleanouts	EA	18	\$700.00	\$12,600.00
<b>Total</b>					<b>\$75,330.00</b>

\*ONE CONFLICT STRUCTURE WAS ADDED AS A CONTIGENCY\*

**SEWER LATERAL UTILITY CONFLICT MATRIX**

Manhole Number	CROSSING #	STATION	SIDE	EXISTING FACILITY	PROPOSED FACILITY	RECOMMENDATION	Contractor's Plan	Unit Price
<b>JEFFERSON STREET</b>								
37-142	MH1-1	1+26	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-2	1+44	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-3	1+72	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-4	2+15	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-5	2+15	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-6	2+91	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-7	2+95	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
37-141	MH2-1	0+57	LT	SERVICE LATERAL	30" SD/JS-SD 4/15" SD	RELOCATE STORM FACILITIES	Adjust Sewer	\$1,500.00
	MH2-2	1+02	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH2-3	1+20	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-4	1+73	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-5	1+79	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH2-6	2+37	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-7	2+71	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
37-140	MH3-1	0+10	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-2	0+41	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-3	0+46	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-4	0+77	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-5	1+03	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-6	1+54	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-7	2+03	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
NA	CS2-1	169+35	NA	SANITARY SEWER MAIN	30" SD	CONFLICT BOX	Conflict Box	\$23,820.00

Pay Item #	Description	Unit	Quantity	Unit Cost	Sub Total
1000-10	Sewer Service Adjustment	EA	11	\$1,500.00	\$16,500.00
1000-20	Conflict Structure	EA	2	\$23,820.00	\$47,640.00
1000-30	Adjust Manholes Ring and Cover	EA	3	\$530.00	\$1,590.00
1000-40	Cleanouts	EA	21	\$700.00	\$14,700.00
<b>Total</b>					<b>\$80,430.00</b>

\*ONE CONFLICT STRUCTURE WAS ADDED AS A CONTIGENCY\*

**SEWER LATERAL UTILITY CONFLICT MATRIX**

Manhole Number	CROSSING #	STATION	SIDE	EXISTING FACILITY	PROPOSED FACILITY	RECOMMENDATION	Contractor's Plan	Unit Price
<b>HERCULES DRIVE</b>								
36-102	MH1-1	0+75	LT	SERVICE LATERAL	30" SD	CONFLICT BOX	Adjust Sewer	\$1,500.00
	MH1-2	1+27	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-3	1+40	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-4	1+93	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-5	2+65	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-6	2+70	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-7	3+12	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
36-122	MH2-1	0+19	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-2	0+46	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH2-3	0+92	LT	SERVICE LATERAL	30" SD/HD-SD 9/15" SD	RELOCATE STORM FACILITIES	Adjust Sewer	\$1,500.00
	MH2-4	1+49	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH2-5	2+11	RT	SERVICE LATERAL	8" WM/HD-SD 12/15" SD	RELOCATE STORM FACILITIES	None	\$0.00
	MH2-6	2+21	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-7	2+69	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
36-123	MH3-1	0+05	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-2	0+76	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-3	0+87	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-4	1+35	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-5	1+78	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-6	1+97	LT	SERVICE LATERAL	HD-SD 17	RELOCATE STORM FACILITIES	Adjust Sewer	\$1,500.00
	MH3-7	2+85	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-8	3+33	RT	SERVICE LATERAL	NONE	NONE	None	\$0.00

Pay Item #	Description	Unit	Quantity	Unit Cost	Sub Total
1000-10	Sewer Service Adjustment	EA	11	\$1,500.00	\$16,500.00
1000-20	Conflict Structure	EA	1	\$23,820.00	\$23,820.00
1000-30	Adjust Manholes Ring and Cover	EA	3	\$530.00	\$1,590.00
1000-40	Cleanouts	EA	22	\$700.00	\$15,400.00
<b>Total</b>					<b>\$57,310.00</b>

\*ONE CONFLICT STRUCTURE WAS ADDED AS A CONTIGENCY\*

SEWER LATERAL UTILITY CONFLICT MATRIX								
Manhole Number	CROSSING #	STATION	SIDE	EXISTING FACILITY	PROPOSED FACILITY	RECOMMENDATION	Contractor's Plan	Unit Price
<b>BAYVIEW AVENUE</b>								
36-104	MH1-1	0+80	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-2	0+91	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-3	1+61	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-4	1+96	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-5	3+01	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-6	3+08	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
36-115	MH2-1	0+21	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH2-2	0+27	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-3	1+58	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH2-4	1+88	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-5	2+12	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-6	2+90	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
36-116	MH3-1	0+09	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-2	0+47	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-3	0+53	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-4	1+66	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-5	1+66	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-6	2+40	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-7	2+56	RT	SERVICE LATERAL	8" WM	NONE	None	\$0.00

Pay Item #	Description	Unit	Quantity	Unit Cost	Total Cost
1000-10	Sewer Service Adjustment	EA	9	\$1,500.00	\$13,500.00
1000-20	Conflict Structure	EA	1	\$23,820.00	\$23,820.00
1000-30	Adjust Manholes Ring and Cover	EA	3	\$530.00	\$1,590.00
1000-40	Cleanouts	EA	19	\$700.00	\$13,300.00
				<b>Total</b>	<b>\$52,210.00</b>

\*ONE CONFLICT STRUCTURE WAS ADDED AS A CONTIGENCY\*



SEWER LATERAL UTILITY CONFLICT MATRIX								
Manhole Number	CROSSING #	STATION	SIDE	EXISTING FACILITY	PROPOSED FACILITY	RECOMMENDATION	Contractor's Plan	Unit Price
<b>CONNECTICUT STREET**</b>								
37-134	MH1-1	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-2	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-3	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-4	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-5	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-6	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
37-133	MH2-1	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-2	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-3	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH2-4	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-5	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH2-6	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
37-132	MH3-1	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-2	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-3	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-4	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-5	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-6	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
NA	CS3-1	TBD	NA	SANITARY SEWER MAIN	30" SD	CONFLICT BOX	Conflict Box	\$23,820.00

Pay Item #	Description	Unit	Quantity	Unit Cost	Total Cost
1000-10	Sewer Service Adjustment	EA	9	\$1,500.00	\$13,500.00
1000-20	Conflict Structure	EA	2	\$23,820.00	\$47,640.00
1000-30	Adjust Manholes Ring and Cover	EA	6	\$530.00	\$3,180.00
1000-40	Cleanouts	EA	18	\$700.00	\$12,600.00
				<b>Total</b>	<b>\$76,920.00</b>

\*ONE CONFLICT STRUCTURE WAS ADDED AS A CONTIGENCY\*

IT WAS ASSUMED THE STORMWATER SYSTEM EXTENDS FROM ESTERO BLVD. TO SHELL MOUND AVE. NO SEWER LATERALS WERE ASSUMED TO CONFLICT PAST SHELL MOUND AVE.

STORMWATER SYSTEM WAS ASSUMED TO RUN ON THE LEFT SIDE OF THE ALINGMENT OF THE STREET.

SEWER LATERAL UTILITY CONFLICT MATRIX								
Manhole Number	CROSSING #	STATION	SIDE	EXISTING FACILITY	PROPOSED FACILITY	RECOMMENDATION	Contractor's Plan	Unit Price
<b>BAYMAR DRIVE**</b>								
36-141	MH1-1	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-2	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-3	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-4	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-5	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-6	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-7	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-8	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-9	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
36-146	MH2-1	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-2	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH2-3	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-4	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH2-5	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-6	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH2-7	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH2-8	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH2-9	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
36-147	MH3-1	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-2	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-3	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-4	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-5	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-6	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-7	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-8	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-9	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-10	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00

Pay Item #	Description	Unit	Quantity	Unit Cost	Sub Total
1000-10	Sewer Service Adjustment	EA	14	\$1,500.00	\$21,000.00
1000-20	Conflict Structure	EA	1	\$23,820.00	\$23,820.00
1000-30	Adjust Manholes Ring and Cover	EA	3	\$530.00	\$1,590.00
1000-40	Cleanouts	EA	28	\$700.00	\$19,600.00
<b>Total</b>					<b>\$66,010.00</b>

\*ONE CONFLICT STRUCTURE WAS ADDED AS A CONTINGENCY\*  
 STORMWATER SYSTEM WAS ASSUMED TO RUN ON THE LEFT SIDE OF THE ALIGNMENT OF THE STREET.

SEWER LATERAL UTILITY CONFLICT MATRIX								
Manhole Number	CROSSING #	STATION	SIDE	EXISTING FACILITY	PROPOSED FACILITY	RECOMMENDATION	Contractor's Plan	Unit Price
<b>DONORA BOULEVARD.**</b>								
NA	CS4-1	TBD	NA	SANITARY SEWER MAIN	30" SD	CONFLICT BOX	Conflict Box	\$23,820.00
37-111	MH1-1	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-2	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH1-3	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH1-4	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
37-110	MH2-1	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
37-101	MH3-1	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-2	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-3	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-4	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-5	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-6	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH3-7	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH3-8	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
37-102	MH4-1	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH4-2	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH4-3	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH4-4	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH4-5	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00
	MH4-6	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH4-7	0	RT	SERVICE LATERAL	8" WM	DEFLECT/MOVE WM	None	\$0.00
	MH4-8	0	LT	SERVICE LATERAL	30" SD	ADJUST SEWER LATERAL	Adjust Sewer	\$1,500.00

Pay Item #	Description	Unit	Quantity	Unit Cost	Sub Total
1000-10	Sewer Service Adjustment	EA	27	\$1,500.00	\$40,500.00
1000-20	Conflict Structure	EA	2	\$23,820.00	\$47,640.00
1000-30	Adjust Manholes Ring and Cover	EA	9	\$530.00	\$4,770.00
1000-40	Cleanouts	EA	21	\$700.00	\$14,700.00
<b>Total</b>					<b>\$107,610.00</b>

\*ONE CONFLICT STRUCTURE WAS ADDED AS A CONTINGENCY\*

STORMWATER SYSTEM WAS ASSUMED TO RUN ON THE LEFT SIDE OF THE ALIGNMENT OF THE STREET.

AS-BUILT PROVIDED WERE NOT COMPLETE FOR DONORA BLVD, A SERVICE WAS ASSUMED FOR EACH HOUSE WHERE AS-BUILT WAS UNAVAILABLE.

Interlocal Agreement between Lee County and the Town of Fort Myers  
Beach for a Utility Relocation Project within the corporate limits of the  
Town of Fort Myers Beach.

December 17

This Interlocal Agreement has been entered into on \_\_\_\_, 2013, by and between the Lee County Board of County Commissioners, a Charter County, (hereinafter referred to as County), and the Town of Fort Myers Beach, a Florida municipal corporation, acting by and through its Town Council (hereinafter referred to as Town), collectively "The Parties".

Recitals

Whereas, the Florida Legislature has enacted the Florida Interlocal Cooperation Act of 1969 so that local governmental units can make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage thereby providing services and facilities that will accord best with geographic, economic, population and other factors that influence the needs and development of local communities; and

Whereas, the Town has identified, through its Water Distribution System Evaluation Report and its Basin Based Neighborhood Flood Mitigation and Stormwater Quality Improvement Project, a desired replacement of certain potable water and stormwater infrastructure located within the corporate limits of the Town; and

Whereas, the Town has identified and funded certain improvements to the potable water and stormwater utilities located within the corporate limits of the Town; and

Whereas, the Town has programmed the rehabilitation of its island wide potable water system to be phased over a five to seven year period, and may also include stormwater infrastructure improvements in conjunction with the potable water line replacement; and

Whereas, these improvements contemplate the replacement of certain potable water lines and installation of stormwater conveyances that may have the effect of displacing County wastewater lines in the vicinity of Estero Boulevard; and

A13a  
12-17-13

Whereas, the County desires to replace certain aging wastewater lines at the same time as the Town replaces its potable water and stormwater infrastructure; and

Whereas, the Town and the County wish to coordinate the replacement of the utility infrastructure in the affected areas; and

Whereas, the County has budgeted funds in fiscal year 12/13 and will continue to fund, in future fiscal years as may be necessary, the design and installation of wastewater line replacement/relocation necessary within the corporate limits of the Town; and

Whereas, it is the intent of the Parties that the County will fund the replacement/relocation of wastewater lines and connections made necessary by the Town's public works improvements related to water and stormwater; and

Whereas, the Parties mutually desire to enter into an Agreement that identifies their respective responsibilities and obligations related to the water, stormwater and wastewater line improvements contemplated for Town roads adjacent to and along Estero Boulevard.

Now therefore, in consideration of the mutual covenants, terms, and provisions herein the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated into this Agreement as findings of fact.
2. Purpose. The purpose of this Agreement is to outline the respective rights and responsibilities of the County and Town relative to the replacement/relocation of wastewater lines along Town roads adjacent to, and including, Estero Boulevard and water line and stormwater improvements by the Town.
3. Project Area. The geographic area covered by this Agreement is defined as the Project and is depicted by the map attached hereto as Exhibit A, and in particular, Town roads located adjacent to, and including, Estero Boulevard and identified by name on Exhibit B.

4. Project Management. The Town has selected a design-build firm through the Town's procurement process that will design and construct the water, stormwater and wastewater utilities within the project boundary. The Town will serve as the project manager with the primary responsibility for permitting, procurement, management and engineering supervision of the design-build contractor and construction work relating to the potable water, stormwater and wastewater improvements within the project area.
5. Design Standards for Wastewater Lines. The Parties agree that the design and construction of the wastewater line relocation/replacement will be performed in compliance with the Lee County Utilities Design Manual. The County's designated project manager will participate in the design-build of the wastewater improvements to the extent provided in this Agreement. In addition, County Utilities' staff will have the opportunity to review the wastewater design plans at design intervals established by the Town's design-build contract and prior to construction. At each interval, the County will have 15 calendar days from receipt to provide comment.
6. Cooperation in Management and Oversight. County agrees to cooperate and provide staff assistance and oversight upon the request of the Town as well as cooperate as necessary in the management and oversight of the project. The County will have unrestricted access to construction sites to inspect construction progress and accomplish any required maintenance of existing wastewater lines.
7. Scheduling of Improvements. The Town agrees to be responsible for scheduling the County wastewater line improvements in a coordinated manner with the Town's proposed construction of water and stormwater improvements.
8. Design-Build Contract Costs. The County agrees to fund the associated cost of wastewater line replacement/relocation as desired or made necessary by the water and storm water utility improvements planned by the Town. The Town's design-build contract(s) will provide guaranteed maximum prices (GMPs), separating out, for each phase, the anticipated County portion for design and construction. The County's funds, including any amount established by County as a contingency, will be deposited with the Town for

each phase and only released for payment to the design-builder upon Lee County Utilities Director's written authorization.

The County agrees to reimburse the Town for the design of the wastewater line at each design interval established by the Town's design-build contract(s). Reimbursement will be issued based upon verified engineering invoices and progress summaries provided to the County. Payment for permitting fees for the replacement/relocation of wastewater lines will be the responsibility of the County. The design scope of services and fee schedule are made part of this Agreement and attached as Exhibit C<sup>1</sup>. The County agrees to reimburse the Town for the construction costs associated with the wastewater line replacement/relocation in accordance with a schedule of values to be included in the design-build contract(s) and made part of this Agreement and attached as Exhibit D\*. Requests for reimbursement will include the schedule of values with current and total line item quantities and sufficient supporting invoices and documentation. The sufficiency of the documentation will be determined by County, who may seek additional information as the circumstances require. Upon receipt of all necessary information, the County will have 14 calendar days to respond to the Town's request for reimbursement.

9. Changes in Scope. The Town agrees to furnish County with copies of all proposed changes in scope pertaining to and affecting County's wastewater line improvements within the project area. The County agrees to review and respond to the Town within 14 calendar days after receiving, in writing, the proposed change in scope. If a proposed change in scope results in the need for additional funds, the funds will be reimbursed using the design-build GMP contingency established and funded by County, upon County staff authorization. If the proposed change in scope exceeds the GMP contingency, additional time will be necessary to obtain Board of County Commissioners' review and approval. When time permits, the Parties agree to meet and discuss alternatives to proposed changes in scope. The Parties agree that the County must approve/authorize changes directly pertaining to the County's wastewater line improvements prior to the commencement of work contemplated by the change.

---

<sup>1</sup> \*Exhibits C and D will be added in future amendments to this agreement

10. Verification of Design and Permitting Costs. Design and permitting costs eligible for reimbursement by County include, but are not limited to, engineering, surveys, permit fees, permit and compliance with all regulatory agencies having jurisdiction over the replacement or relocation of the existing wastewater lines, and compliance with the permitting requirements of the Town of Fort Myers Beach (if required). Costs must be verified by a licensed engineer and approved by Lee County Utilities prior to payment.
11. Ownership of Wastewater Line Improvements. Upon completion and acceptance of the work, the County agrees to take title, own, maintain and control the wastewater line improvements within the rights-of-way. The Town will furnish to the County, in a form acceptable to the County, record drawings of the wastewater line improvements.
12. Dispute Resolution. As a condition precedent to termination of this Agreement by a Party or to either Party filing suit for breach of this Agreement, the Party terminating or filing suit must first notify the other Party in writing of the nature of the dispute and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party who is acceptable to both Parties. The Parties will each pay fifty percent (50%) of all costs for the services provided by such third party as such costs are incurred. The existence of a dispute will not excuse the Parties from performance pursuant to this Agreement. This remedy will be supplemental to other remedies available by law.
13. Applicable Law. This Interlocal Agreement will be construed in accordance with the Laws of the State of Florida. Venue for actions under this Agreement is in Lee County. The prevailing party will be entitled to recover attorney's fees and costs in any litigation arising hereunder.
14. No Joint Liability. The Parties agree that this Agreement will not be interpreted to establish joint liability among the Parties acting pursuant to the terms of the Agreement. Each party agrees to be responsible for and bear its own costs in defending claims or litigation arising out of this Agreement.



Nothing in this Agreement will be construed or intended to waive the protections of sovereign immunity.

15. Notices. Notices or demands under this Interlocal Agreement will be deemed given by the noticing Party and received by the noticed party:
- a. Upon hand delivery to the noticed party at the address provided below; or
  - b. Three days after deposit of the notice with the United States Mail, certified mail, returned receipt requested, properly addressed to the noticed party at the addresses provided below:

As to the County:

Lee County Attorney  
Lee County Attorney's Office  
2115 Second Street, 6<sup>th</sup> Floor, PO Box 398  
Fort Myers, FL 33902-0398

With a copy to:

Director, Lee County Department of Utilities  
1500 Monroe Street, PO Box 398  
Fort Myers, FL 33902-0398

As to Town:

Town Manager  
Town of Fort Myers Beach  
2523 Estero Boulevard  
Fort Myers Beach, FL 33931

With a copy to:

Town Attorney  
Fowler White, PA  
PO Box 1567  
Fort Myers, FL 33901

16. Termination. In recognition of certain industry standard uncertainties inherent in the Project and the estimated cost projections herein, this Agreement may be terminated upon the mutual consent of all parties, should satisfactory Project completion become unfeasible due to the need for increased additional funding for reasons which are unavoidable through the exercise of due diligence and beyond the lawful control of the parties. Prior to termination, the parties agree to coordinate with and discuss between

themselves and make a good faith effort to reasonably resolve the outstanding funding and completion issues.

In the event of termination pursuant to the paragraph above, County will fully compensate Town for all authorized and accepted work performed through the termination date.

17. Entire Agreement, Modification. This Agreement including all its exhibits, constitutes the entire Agreement between the Parties. Modifications to this Agreement will be accomplished by documents entitled "Amendment No. to the Interlocal Agreement between Lee County and the Town of Fort Myers Beach for a Utility Relocation Project located within the corporate limits of the Town" and must be executed with the same formality as the Agreement and filed with the Lee County Clerk of Court.
18. Effective Date. This Agreement will be effective following filing the fully executed Agreement with the Lee County Clerk of Court in accordance with Section 163.01(11), F.S.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: *Bobby White*  
Deputy Clerk

BY: *B. H.*



Approved as to form by:  
*[Signature]*  
County Attorney's Office

ATTEST:  
TOWN OF FORT MYERS BEACH, CLERK

TOWN OF FORT MYERS BEACH  
TOWN COUNCIL

BY: *Richard Wagner*  
Town Clerk

BY: *Alan Mendel*

Approved as to form by:  
*Marilyn Miller*  
Marilyn Miller Town Attorney

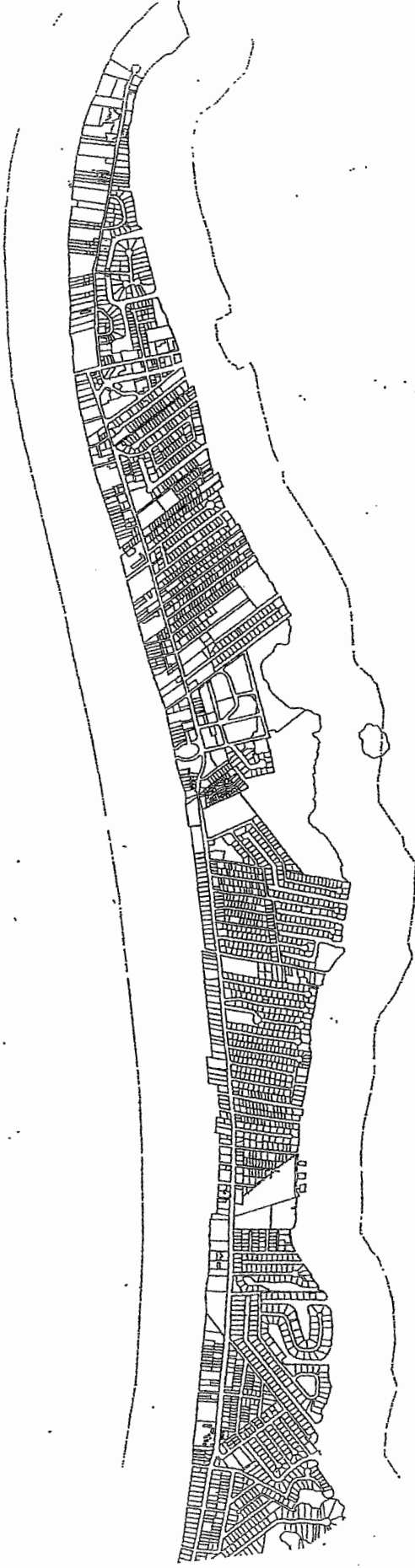
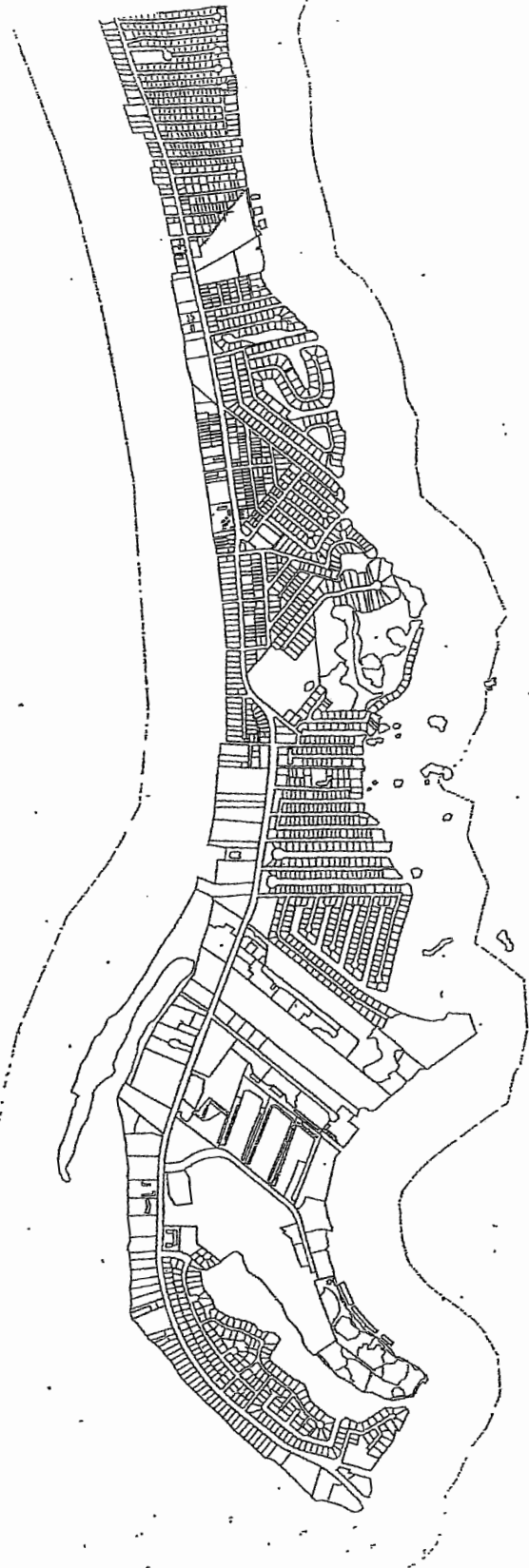
Exhibits:

- A: Sketch (map reflecting areas within the scope of the sewer line replacement project)
- B: List of Side Streets off Estero Boulevard subject to the contemplated sewer line relocation/replacement project.
- C: Design Scope of Services and Fee Reimbursement Schedule<sup>\*2</sup>
- D: Construction Cost Schedule of Values<sup>\*2</sup>

---

<sup>2</sup> \*Exhibits C and D will be added in future amendments to this agreement

Town of Fort Myers Beach  
Town Road Names  
EXHIBIT "A"



**Town of Fort Myers Beach  
Town Road Names  
EXHIBIT "B"**

ABERDEEN AVE	EASY ST	OAK RIDGE AVE
ALBATROSS ST	EGRET ST	OAK ST
ALVA DR	ESTERO BLVD	OHIO AVE
ANCHORAGE ST	ESTRELLITA DR	OLD SAN CARLOS
ANDRE MAR DR	EUCALYPTUS CT	OLD SAN CARLOS BLVD
AVENIDA CARITA	FAIRVIEW BLVD	OSTEGO DR
AVENIDA PESCADORA	FAIRWEATHER LN	PALERMO CIR
AVENUE A	FALKIRK ST	PALM AVE
AVENUE C	FIFTH AVE	PALMETTO ST
AVENUE E	FIRST ST	PALMVIEW BLVD
BAHIA VIA	FLAMINGO ST	PEARL ST
BAY BEACH LN	FOURTH ST	PEPITA ST
BAY MAR DR	GLENVIEW MANOR DR	POMPANO ST
BAY RD	GULF BEACH RD	PRIMO DR
BAY VILLAGE DR	GULF CT	RANDY LN
BAYLAND RD	GULF DR	REDFISH RD
BAYSIDE RD	GULF ISLAND DR	RHODE ISLAND PLACE
BAYVIEW AVE	GULFVIEW AVE	SABAL DR
BAYVIEW BLVD	HARBOR CT	SAND DOLLAR LN
BAYVIEW DR	HERCULES DR	SANDERS DR
BONITA ST	HIBISCUS DR	SANTOS RD
BUCCANEER DR	IBIS ST	SCHOOL ST
BUCCANEER LAGOON ST	INDIAN BAYOU DR	SEAHORSE LN
CANAL ST	ISLAND PINES WAY	SEAVIEW ST
CARITA AVE	JEFFERSON CT	SECOND ST
CARLOS CIR	JEFFERSON ST	SEMINOLE WAY
CAROLINA AVE	KEY WEST CT	SHELBY LN
CENTER ST	LAGOON LN	SHELL MOUND BLVD
CHAPEL ST	LAGOON RD	ST PETERS DR
CLEARVIEW BLVD	LAGOON ST	STARFISH CIR
COCONUT DR	LANARK AVE	STERLING AVE
COMPASS LN	LAUDER ST	STRANDVIEW AVE
CONNECTICUT ST	LAZY WAY	SUNVIEW BLVD
COQUINA RD	LENELL RD	TARPON RD
CORAL RD	LEWIS ST	THIRD ST
CORTEZ WAY	LITTLE CARLOS LN	TROPICAL SHORES WAY
COTTAGE AVE	LOVERS LN	VIRGINIA AVE
COURT ST	MADERA RD	VOORHIS ST
CRESCENT ST	MADISON CT	WASHINGTON AVE
CURLEW ST	MANDALAY RD	WASHINGTON CT
DAKOTA AVE	MANGO ST	WIDGEON TER
DEEP PASSAGE LN	MID ISLAND DR	WILLIAMS DR
DELMAR AVE	MIRAMAR ST	
DOLPHIN LN	MOUND RD	
DONORA BLVD	NANCY LN	
DRIFTWOOD LN	NATUREVIEW CT	
DUNDEE RD	NODDYTERN DR	

## REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Utilities Capital Improvements      DATE: 03/31/17      BATCH NO. \_\_\_\_\_

FISCAL YEAR: FY 16/17      FUND #: 48730      DOC TYPE: YB      LEDGER TY: BA

TO: Utilities      Utilities Capital Improvements  
       (DIVISION NAME)      (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
20732648730.506510	Capital Improvements	\$681,636

**TOTAL TO:      \$681,636**

FROM: Non-Departmental      Reserves for Future Capital Outlay  
       (DIVISION NAME)      (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
GC5890148730.509930	Reserves	\$681,636

**TOTAL FROM:      \$681,636**

**EXPLANATION:**

Transfer needed to fund the associated cost of adjustment of wastewater lines due to conflicts created by the anticipated North Estero Blvd. Sides Streets Phase II Water Main and Storm Improvements, that are reimbursable to the Town in the lump sum amount of \$681,636.00.

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

\_\_\_\_\_  
Chair

BA NO: \_\_\_\_\_      AUTH CODE: \_\_\_\_\_      TRANS DATE: \_\_\_\_\_

<b>Blue Sheet No. 20170236</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>Item No. A1</b>
------------------------------------	--	--------------------

**TITLE:**  
Direct water conservation ordinance 05-10 to public hearing on 6-20-17

**ACTION REQUESTED:**  
Authorization to advertise for and conduct a public hearing on June 20, 2017, in order to consider the amendment to Ordinance 05-10, which addresses enforcement, due process, penalties and temporary relief for exceptional circumstances.

**FUNDING:**  
No funding required.

**WHAT ACTION ACCOMPLISHES:**  
Sets the public hearing date and time for Tuesday, June 20, 2017 at 9:30 a.m., to allow the process to go forward with amending Ordinance 05-10 (an ordinance relating to water conservation in Lee County). The amendment updates several sections of the existing ordinance including enforcement, addition of a “due process” section, penalties for repeat offenders and how to seek temporary relief from the ordinance. This amendment provides a more comprehensive and standardized ordinance that is consistent with others in the County.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input checked="" type="checkbox"/> Ordinance      05-10 <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> All <b>Department:</b> NATURAL RESOURCES <b>Division:</b> No Divisions <b>By:</b> Roland Ottolini

**Background:**

- Deny authorization to conduct public hearing on June 20, 2017, or
- Grant authorization to conduct public hearing on June 20, 2017

On May 24, 2005, the Board of County Commissioners adopted Ordinance 05-10, which is known as the Lee County Water Conservation Ordinance. The purpose of the Ordinance was to protect Lee County’s water resources from the harmful effects of over utilization throughout the year, as well as during periods of water shortage, and to allocate available water supplies by assisting the South Florida Water Management District in the implementation of its Water Shortage Plan, and Mandatory Year-Round Landscape Irrigation Measures for Lee County provided in the Florida Administrative Code 40E-21, and 40E-24.

As the population of unincorporated Lee County has grown, it became necessary to update the existing ordinance in several areas such as Enforcement, Due Process, Temporary Relief and penalties assessed against repeat offenders.

This update to Ordinance 05-10 provides a clear “Due Process” section for the enforcement portion and a

<b>Required Review:</b>					
<b>Roland Ottolini</b>	<b>Angela Guttery</b>	<b>Peter Winton</b>	<b>Neysa Borkert</b>	<b>David Harner</b>	
NATURAL RESOURCES	Budget Analyst	Budget Services	County Attorney	County Manager	



way to seek "Temporary Relief" in order to make repairs or for a system that cannot comply with the ordinance. It also increases the fine amount for a first and second offense so that they are in line with those of other agencies in the County and should encourage increased compliance with the ordinance.

Attachments:

1. Ordinance 05-10
2. Draft Amendment to Ordinance 05-10

**LEE COUNTY ORDINANCE NO. 05-10**

**AN ORDINANCE RELATING TO WATER CONSERVATION IN LEE COUNTY; REPEALING LEE COUNTY ORDINANCE NOS. 90-03 AND 91-24; PROVIDING FOR SHORT TITLE, PURPOSE AND TERRITORIAL SCOPE; PROVIDING FOR DEFINITIONS; PROVIDING FOR PERMANENT WATER RESTRICTIONS, DECLARATION OF WATER SHORTAGE, AND WATER SHORTAGE EMERGENCY; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR WATER SERVICE PROVIDED BY PUBLIC AND PRIVATE UTILITIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, INCLUSION IN CODE AND SCRIVENER'S ERRORS; PROVIDING FOR FLORIDA ADMINISTRATIVE CODES INCORPORATED BY REFERENCE AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of County Commissioners of Lee County, Florida is the governing body in and for Lee County, Florida, and

WHEREAS, the Board of County Commissioners of Lee County, Florida is authorized pursuant to Chapter 125, Florida Statutes, to enact Ordinances necessary in the exercise of its powers; and

WHEREAS, from time to time the amount of surface and ground water supplies in Lee County may become perilously low during water shortage conditions and become insufficient to meet existing or anticipated demands; and

WHEREAS, the South Florida Water Management District adopted Florida Administrative Code 40E-21 "Water Shortage Plan" that restricts water usage during times of drought conditions; and

WHEREAS, throughout our state more than forty percent (40%) of the produced drinking water is normally consumed for irrigation purposes; and

WHEREAS, upon the existence of such conditions it becomes imperative to the public welfare that certain uses of water be restricted or curtailed, and that available water resources be reasonably allocated; and

WHEREAS, the South Florida Water Management District adopted Florida Administrative Code 40E-24 "Mandatory Year-Round Landscape Irrigation Measures for Lee, Collier and Charlotte Counties" for the purpose of allocating and conserving water resources; and

WHEREAS, the South Florida Water Management District has requested the assistance of Lee County in the enforcement of the provisions of Florida Administrative Code 40E-21 and 40E-24; and

WHEREAS, the Board of Commissioners of Lee County finds that it serves a public purpose and is in the best interest of the public to adopt a Water Shortage Plan and Mandatory Year-Round Landscape Irrigation Measures as contained herein to provide additional water use restrictions which insure the conservation of water and are consistent with the rules of the South Florida Water Management District; and

WHEREAS, Lee County previously adopted Ordinance 90-03 as amended by Ordinance 91-24 to protect the water resources; and

WHEREAS, Lee County now desires to establish a new Ordinance, for the purpose of conserving water resources, which is consistent with the rules of the South Florida Water Management District.

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

**SECTION ONE:**                    **SHORT TITLE, PURPOSE AND TERRITORIAL SCOPE**

Lee County Ordinances 90-03 and 91-24 are hereby repealed in their entirety and replaced with the provisions of this Ordinance.

- A. This Ordinance will be known and cited as the "Lee County Water Conservation Ordinance".
- B. The purpose of this Ordinance is to protect Lee County's water resources from the harmful effects of over utilization throughout the year, as well as during periods of water shortage, and to allocate available water supplies by assisting the South Florida Water Management District in the implementation of its Water Shortage Plan, and Mandatory Year-Round Landscape Irrigation Measures for Lee County provided in the Florida Administrative Code 40E-21, and 40E-24, as may be amended from time to time.
- C. *The territorial scope and provisions of this Ordinance shall apply to all persons using water resources, whether from public or privately owned water utility systems, private wells, or private connections with surface water bodies in the unincorporated areas of Lee County except those persons exempt under Florida Administrative Code 40E-24 as may be amended from time to time.*

**SECTION TWO:**            **DEFINITIONS**

For the purpose of this Ordinance, the following words and phrases are defined and shall have the meaning assigned except in those instances where the context clearly indicates a different meaning. The words “shall” and “will” are mandatory and not discretionary. The word “may” is permissive.

- A.    *District* shall mean the South Florida Water Management District
- B.    *Person* shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.
- C.    *Restaurant* shall mean an establishment whose principal business is the sale of food and/or beverages in a ready-to-consume state. The definition of restaurant shall include both “standard” and “fast food” operations, as defined in the Lee County Zoning Ordinance No. 86-17, as amended.
- D.    *Water Resource* shall mean any and all water on or beneath the surface of the ground, including natural or artificial water courses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.
- E.    *Water Shortage Condition* shall mean sufficient water is not available to meet present or anticipated needs of persons using the water resource, or conditions require temporary reduction in total water usage within a particular area to protect the water resources from serious harm.
- F.    *Water Shortage Emergency* shall mean that situation when the powers which can be exercised under Part II of Chapter 40E-21, Florida Administrative Code, are not sufficient to protect the public health, safety,

or welfare, or the health of animals, fish or aquatic life, or a public water supply, or commercial, industrial, recreational or other reasonable uses.

**SECTION THREE:**            **PERMANENT WATER RESTRICTIONS, DECLARATION OF WATER SHORTAGE, AND WATER SHORTAGE EMERGENCY**

- A. The provisions of Chapter 40E-21, Florida Administrative Code, “Water Shortage Plan” and Chapter 40E-24, Florida Administrative Code, “Mandatory Year Round Landscape Irrigation Restrictions for Lee, Collier and Charlotte Counties”, as the same may be amended, renamed or renumbered from time to time, is hereby incorporated by reference in its entirety into the provisions of this Ordinance.
  
- B. The formal declaration of a water shortage condition or water shortage emergency condition within all or any part of Lee County by the Governing Board or the Executive Director of the District shall invoke the provisions of this paragraph. Upon such declaration, all water use restrictions or other measures adopted by the District pursuant to Chapter 40E-21, Florida Administrative Code, applicable to Lee County, or any portion thereof, shall be subject to enforcement action pursuant to the enforcement provisions of this Ordinance. The South Florida Water Management District “Water Shortage” plan shall be kept on file with the Clerk of the Board of County Commissioners of Lee County.

- C. The Board of County Commissioners of Lee County supplements the provisions of Chapter 40E-24, Florida Administrative Code, as follows:
- (1) Chapter 40E-24.201(5)(a). Landscape irrigation shall be prohibited daily between the hours of 9:00 a.m. and 5:00 p.m. Any irrigation performed from 9:00 a.m. to 5:00 p.m. will be subject to fines. Irrigation during these hours wilts sod and plants and wastes water through evaporation.
  - (2) Chapter 40E-201.(5)(b). Even addresses as defined in Rule 40-24.101(4), Florida Administrative Code, may accomplish necessary landscape irrigation only on Thursday and/or Sunday.
  - (3) Chapter 40E-24.201(5)(c). Odd addresses as defined in Rule 40E-24.101(7), Florida Administrative Code, and rights-of-way or other locations without an address may accomplish necessary landscape irrigation only on Wednesday and/or Saturday.
  - (4) The number of allowable irrigation days as set forth in Section Three: Paragraphs C. (2) and C. (3) above, may be changed in response to extreme climatic conditions. The Public Works Director, or designee, shall determine when such climatic conditions exist and change the number of allowable irrigation days accordingly. The Public Works Director, or designee, is not authorized to exceed the number of allowable irrigation days as established in Chapter 40E-24, Florida Administrative Code.

- (5) Persons using a low volume irrigation system will be allowed to water seven (7) days a week except during the hours between 9:00 a.m. and 5:00 p.m. Low volume irrigation systems include systems such as misting and drip irrigation systems which are specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated and to allow that water to be placed with a high degree of efficiency in the root zone of the plant, thereby conserving water.
  - (6) The low-volume hand watering methods referenced in Chapter 40E-24.201(5)(f) shall be fitted with an automatic shut-off device. The use of hand held watering devices are exempt from this Ordinance providing that self shutting nozzles are used. At no time will an open hose be allowed to flow freely unattended, wasting water.
  - (7) All restaurants within the unincorporated areas of Lee County are prohibited from serving water to any customer from any public or private well, water supply, or distribution system except when specifically requested by the customer.
- D. Any violation of the above provisions, or Chapter 40E-21 or 40E-24, Florida Administrative Code, or any order issued pursuant thereto by any person, shall constitute a violation of this Ordinance.



**SECTION FOUR:                    ENFORCEMENT AND PENALTIES**

A.    Enforcement:

All duly sworn County law enforcement officers, police officers or deputy sheriffs of Lee County in unincorporated Lee County shall, in connection with all other duties imposed by law, diligently enforce the provisions of this Ordinance. In addition, the Lee County Manager, or designee, may also delegate enforcement responsibility for this Ordinance to agencies and departments of County government in the service areas governed by this Ordinance, in accordance with State and local law.

B.    Penalties:

Violation of any provisions of this Ordinance shall be subject to the following penalties:

1.    First Violation:        \$25.00 fine
2.    Second Violation:    \$100.00 fine
3.    Third Violation:      Fine not to exceed \$500.00 and/or imprisonment in the County jail not to exceed sixty (60) days.

Each violation of this Ordinance shall constitute a separate offense. In the initial stages of a water shortage condition or water shortage emergency condition, but not to exceed the first thirty (30) days of such condition, law enforcement officials may provide violators with no more than one (1) written warning. Lee County Utilities will bill any violators for

all fines and if the violator is a customer of Lee County Utilities, the fine will be added to their monthly utility bill.

**SECTION FIVE:**                    **WATER SERVICE PROVIDED BY PUBLIC AND PRIVATE UTILITIES**

The acceptance of water service from Lee County Utilities or any private utility company within the unincorporated areas of Lee County shall in and of itself constitute the acceptance of the provisions of this Ordinance.

**SECTION SIX:**                    **FLORIDA ADMINISTRATIVE CODES INCORPORATED BY REFERENCE**

Chapters 40E-21 and 40E-24, Florida Administrative Code, as the same may be amended, renumbered or renamed from time to time, are hereby incorporated into the provisions of this Ordinance by reference, in their entirety.

**SECTION SEVEN:**                **CONFLICT**

Whenever the requirements or provisions of this Ordinance are in conflict with the provisions of any other lawfully adopted Lee County Ordinance or Florida Statute, the more restrictive requirements will apply except Section Three: C. (5) which provides incentive for persons utilizing a low volume irrigation system.

**SECTION EIGHT:**                **SEVERABILITY**

The provisions of this Ordinance are severable and it is the intention to confer upon the whole or any part, the powers herein provided for. If any provision, paragraph, word, section or article of this Ordinance is invalidated by a court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and ordinances shall not be affected and shall continue in full force and effect.

**SECTION NINE:**                    **CODIFICATION, INCLUSION IN CODE AND  
SCRIVENER'S ERRORS**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance will become and be made a part of the Lee County Code; and that sections of this Ordinance may be renumbered or re-lettered and that the word "Ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the County Manager, or the County Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Clerk of Circuit Court.

**SECTION TEN:**                    **EFFECTIVE DATE**

This Ordinance will take effect upon its filing with the Office of the Secretary of the Florida Department of State.

(Balance of Page Left Intentionally Blank)

The foregoing Ordinance was offered by Commissioner Judah, who moved its adoption. The motion was seconded by Commissioner Janes and, being put to vote, the vote was as follows:

BOB JANES	<u>AYE</u>
DOUGLAS ST. CERNY	<u>AYE</u>
RAY JUDAH	<u>AYE</u>
TAMMY HALL	<u>AYE</u>
JOHN E. ALBION	<u>AYE</u>

DULY PASSED AND ADOPTED THIS 14<sup>th</sup> day of June, 2005.

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

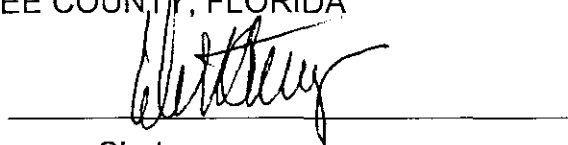
BY:



Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

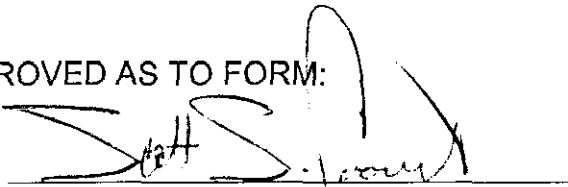
BY:



Chair

APPROVED AS TO FORM:

BY:



Office of the County Attorney





STATE OF FLORIDA  
HONORABLE OFFICE

2005 JUN 23 AM 11:44

FLORIDA DEPARTMENT OF STATE  
**Glenda E. Hood**  
Secretary of State  
DIVISION OF LIBRARY AND INFORMATION SERVICES

June 21, 2005

Honorable Charlie Green  
Clerk of Circuit Court  
Lee County  
Post Office Box 2469  
Fort Myers, Florida 33902-2469

Attention: Lisa L. Pierce, Deputy Clerk

Dear Mr. Green:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated June 17, 2005 and certified copies of Lee County Ordinance Nos. 05-09 and 05-10, which were filed in this office on June 20, 2005.

Sincerely,

A handwritten signature in cursive script that reads "Liz Cloud".

Liz Cloud  
Program Administrator

LC/kcs

LEE COUNTY ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING LEE COUNTY ORDINANCE NO. 05-10, RELATING TO WATER CONSERVATION IN LEE COUNTY; AMENDING PROVISIONS CONCERNING LANDSCAPE IRRIGATION DAYS; UPDATING FL. STAT. REFERENCES; AMENDING PROVISIONS CONCERNING ENFORCEMENT AND PENALTIES; PROVIDING FOR CODE ENFORCEMENT PROCEDURE, MITIGATION OF PENALTIES AND TEMPORARY RELIEF UPON EXCEPTIONAL CIRCUMSTANCES; PROVIDING FOR CONFLICTS; CODIFICATION AND SCRIVENER'S ERRORS, SEVERABILITY, MODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Lee County, Florida is the governing body in and for Lee County, Florida, and,

WHEREAS, the Board of County Commissioners of Lee County, Florida is authorized pursuant to Chapter 125, Florida Statutes, to enact Ordinances necessary in the exercise of its powers; and,

WHEREAS, from time to time the amount of surface and ground water supplies in Lee County may become perilously low during water shortage conditions and become insufficient to meet existing or anticipated demands; and,

WHEREAS, throughout Florida more than forty percent (40%) of the produced drinking water is normally consumed for irrigation purposes; and,

WHEREAS, upon the existence of such conditions it becomes imperative to the public welfare that certain uses of water be restricted or curtailed, and that available water resources be reasonably allocated; and,

WHEREAS, the South Florida Water Management District adopted Florida Administrative Code 40E-21 (A Water Shortage Plan), which restricts water usage during times of drought conditions; and,

WHEREAS, the South Florida Water Management District adopted Florida Administrative Code 40E-24 (A Mandatory Year-Round Landscape Irrigation Measures for Lee, Collier and Charlotte Counties) for the purpose of allocating and conserving water resources; and,

WHEREAS, Florida Administrative Code ("F.A.C.") Chapters 40E-21.421 and 40E-24.401 strongly encourage counties to adopt ordinances for local enforcement of said Chapters; and

WHEREAS, the South Florida Water Management District has requested the assistance of Lee County in the enforcement of the provisions of Chapters 40E-21 and 40E-24, F.A.C.; and

WHEREAS, the Lee County Board of Commissioners ("Board") finds that the conservation of water resources serves a public purpose; and

WHEREAS, it is in the best interest of the public to adopt additional water use restrictions to ensure conservation of water and consistency with the rules of the South Florida Water Management District; and,

WHEREAS, the Board previously adopted Ordinance 05-10, and ordinance relating to water conservation in Lee County, for the purpose of conserving water resources; and,

WHEREAS, the Board desires amend Ordinance No. 05-10 to further effectuate the intent of Ordinance 05-10 and to benefit the public health, safety and welfare,

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

**SECTION ONE: AMENDMENT TO ORDINANCE 05-10.**

Lee County Ordinance 05-10 is hereby amended as follows, with deleted text identified with strike through and additional text identified with underline.

**SECTION TWO: DEFINITIONS**

- C. *Restaurant* shall mean an establishment whose principal business is the sale of food and/or beverages in a ready-to-consume state. The definition of restaurant shall include both "standard" and "fast food" operations, as defined in the Lee County ~~Zoning Ordinance No. 86-17~~ Development Code, as amended.

**SECTION THREE: PERMANENT WATER RESTRICTIONS, DECLARATION OF WATER SHORTAGE, AND WATER SHORTAGE EMERGENCY**

- A. The provisions of Chapter 40E-21, Florida Administrative Code, "Water Shortage Plan" and Chapter 40E-24, Florida Administrative Code, "Mandatory Year Round Landscape Irrigation restrictions for Lee, Collier and Charlotte Counties", as the same may be amended, renamed or renumbered from time to time, is hereby incorporated by reference in its entirety, except as modified by this Ordinance, into the provisions of this Ordinance.

C. The Board of County Commissioners of Lee County supplements the provisions of Chapter 40E-24, Florida Administrative Code, as follows:

1. ~~Chapter 40E-24.201(5)(a).~~ Landscape irrigation shall be is prohibited daily between the hours of 9:00 a.m. and 5:00 p.m. Any irrigation performed ~~from~~ between 9:00 a.m. to 5:00 p.m. will be subject to fines. Irrigation during these hours ~~wilts sod and plants and wastes water through evaporation.~~
2. Chapter 40E-24.201(5)(b)(6)(a). Even numbered addresses as defined in Rule 40E-24.101(4), Florida Administrative Code, and properties with no address, including, but not limited to, community common areas, rights-of-way, etc., may accomplish necessary landscape irrigation only on Thursday and/or Sunday.
3. Chapter 40E-24.201(5)(c)(6)(b). Odd numbered addresses as defined in Rule 40E-24.101(712), Florida Administrative Code, ~~and rights-of-way or other locations without an address~~ may accomplish necessary landscape irrigation only on Wednesday and /or Saturday.
4. The number of allowable irrigation days as set forth in Section Three: Paragraphs C. (2) and C. (3) above, may be changed in response to extreme climatic conditions. The ~~Public Works Director~~ Natural Resources Director, or designee, shall determine when such climatic conditions exist and change the number of allowable irrigation days accordingly. The ~~Public Works Director~~ Natural Resources Director, or designee, is not authorized to exceed the number of allowable irrigation days as established in Chapter 40E-24, Florida Administrative Code.
5. *No change.*
6. The low-volume hand watering methods referenced in Chapter 40E-24.201(5)(f) shall be fitted with an automatic shut-off device. The use of hand held watering devices are exempt from this Ordinance ~~provided~~ that self shutting nozzles are used. At no time will an open hose be allowed to flow freely unattended, wasting water.
7. All restaurants within the unincorporated areas of Lee County are ~~prohibited from serving~~ encouraged not to serve water to any customer from any public or private well, water supply, or distribution system except when specifically requested by the customer.



## SECTION FOUR: ENFORCEMENT AND PENALTIES

### A. Enforcement:

All duly sworn Lee County law enforcement officers, police officers or deputy sheriffs of ~~Lee County~~ in unincorporated Lee County ~~shall~~ will, in connection with all other duties imposed by law, diligently enforce the provisions of this Ordinance. In addition, ~~the Lee County Manager, may also delegate enforcement responsibility for this Ordinance to agencies and departments of County government in the service areas governed by this Ordinance, in accordance with State and local law.~~ Lee County employees or agents who are designated as code enforcement officers including, but not limited to, code inspectors, water resource officers, environmental inspectors or utility officers are authorized and empowered to make inspections of all activities regulated by this Ordinance in order to ensure compliance with the provisions of this Ordinance.

The County may provide property owners with a written warning prior to enforcement of this Ordinance. The warning will include information to educate property owners on the correct times and dates for landscape irrigation pursuant to this Ordinance.

This Ordinance may be enforced through civil actions pursuant to §162.30, F.S., through a Notice to Appear issued in accordance with §162.23, F.S., through issuance of a citation in accordance with §162.21, F.S. and Lee County Administrative Code AC12-5, through a Code Enforcement action in accordance with Lee County Land Development Code Chapter 2 and subsection B of this Ordinance, or by any other method available under the law. A violation of the provisions of this ordinance, provisions of Chapter 40E-21 or 40E-24 of the Florida Administrative Code, or any order issued pursuant thereto by any person, will constitute a violation of this Ordinance.

Each violation of this ordinance will constitute a separate offense and may be enforced against the property owner, tenant, or known violator if different than the property owner or tenant. The property owner of leased property will remain responsible for violations of this Ordinance. An allegation that a tenant violated the Ordinance is not a valid defense to finding of violation of this Ordinance.

B. Hearing Examiner Code Enforcement Procedure: Should the code enforcement officer elect to use the code enforcement process to enforce this Ordinance, the following procedure will be used:

1. *Notice of Violation.* Once a violation of this Ordinance has been identified on a property, the property owner must be given notice describing the violation, the provision(s) of this Ordinance violated, the

method of correction, and the time period for correction. The time period for correcting the violation cannot exceed 10 days.

2. *Reinspection and Notice of Hearing.* After the notice of violation is issued, the code enforcement officer must reinspect the subject property to determine whether or not the violation has been corrected within the required timeframe. If the code enforcement officer finds that the violation is still occurring, a hearing will be scheduled before the Lee County Hearing Examiner and written notice of the hearing will be provided to the property owner.

3. *Hearing Examiner Authority.* The Lee County Hearing Examiner has the authority to hear and determine violations of this Ordinance in accordance with Lee County Land Development Code, Chapter 2, Article VII. Enforcement will be in accordance with this Ordinance and the Lee County Land Development Code. In the event Chapter 2 of the Lee County Land Development Code and this Ordinance are in conflict, this Ordinance will prevail.

4. *Hearing Examiner Considerations for First Violations.* In determining whether or not a violation of this Ordinance has occurred, the Hearing Examiner will hear evidence on and consider the following:

a. Whether or not the property owner their tenant, guest or invitee, violated the Ordinance prior to the issuance of the Notice of Violation; and

b. Whether or not the property owner their tenant, guest or invitee violated the Ordinance after the time period indicated in the Notice of Violation.

If the Hearing Examiner finds that a violation of the Ordinance occurred in both of these instances, the Hearing Examiner will issue an Order Finding Violation. Any fines imposed in the Order Finding Violation will be in accordance with Section C below.

5. *Subsequent violations.* Violations of this Ordinance occurring after the first violation will be treated as repeat violations pursuant to Land Development Code Section 2-424, as amended.

BC. Penalties:

Violation of any provisions of this Ordinance shall be subject to the following penalties:

Hearing Examiner Order Finding Violation Fines:

1. First Violation: ~~\$25.00 fine~~ \$50.00 fine.
2. Second Violation: ~~\$100.00 fine~~ \$150.00 fine.
3. Third Violation: ~~\$250.00 fine. Fine not to exceed \$500.00 and/or imprisonment in the County jail not to exceed sixty (60) days.~~
4. Subsequent Violations: ~~Fine not to exceed \$500.00.~~

Civil Citation Fines:

1. First Violation: ~~\$50.00 uncontested, \$100.00 if contested.~~
2. Second Violation: ~~\$150.00 uncontested, \$200.00 if contested.~~
3. Third Violation: ~~\$250.00 uncontested, \$300.00 if contested.~~
4. Subsequent Violations: ~~Fine not to exceed \$500.00.~~

~~Each violation of this Ordinance shall constitute a separate offense. In the initial stages of a water shortage condition or water shortage emergency condition, but not to exceed the first thirty (30) days of such condition, law enforcement officials may provide violators with no more than one (1) written warning. Lee County Utilities will bill any violators for all fines and if the violator is a customer of Lee County Utilities, the fine will be added to their monthly utility bill.~~

D. Mitigation:

Mitigation of the penalties and costs imposed pursuant to this Ordinance is permitted. The Director of Natural Resources and the Lee County Hearing Examiner have the authority to mitigate fines and costs resulting from the enforcement of this Ordinance upon good cause shown.

E. Variance:

Any person may request a variance from the provisions of this Ordinance by applying to the Lee County Division of Natural Resources. A variance maybe granted provided that the applicant demonstrates with particularity that compliance with the schedule of days for landscape irrigation will result in a substantial hardship on the applicant. Any variance granted must not exceed one year. A variance can only be issued once per year per parcel and cannot be renewed without proof that the initial reason for the variance was correct. A variance will not be issued for the same reoccurring reason. Should a variance be issued, the applicant must post notice of the variance on the property to which the variance pertains.

**SECTION TWO:                  CONFLICT**

Whenever the requirements or provisions of this Ordinance are in conflict with the provisions of any other lawfully adopted Lee County Ordinance or Florida Statute, the more restrictive requirements will apply except Section Three: C.(5) which provides incentive for persons utilizing a low volume irrigation system.

**SECTION THREE:              CODIFICATION AND SCRIVENER’S ERRORS**

The Board intends that this Ordinance be made part of the Lee County Code of Ordinances; and that sections of this Ordinance can be renumbered or re-lettered and the word “Ordinance” can be changed to “Section”, “Article”, or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent can be corrected with the authorization of the County Manager without the need for a public hearing.

**SECTION FOUR:              SEVERABILITY**

It is the Board’s intent that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will be considered a separate provision and will not affect the remaining provisions of this Ordinance. The Board further declares its intent that this Ordinance would have been adopted if such invalid or unconstitutional provision was not included.

**SECTION FIVE:              MODIFICATION**

It is the intent of the Board that the provisions of this Ordinance may be modified as a result of consideration that may arise during Public Hearing(s). Such modifications will be incorporated into the final version of this Ordinance.

**SECTION SIX:              EFFECTIVE DATE**

This Ordinance will take effect upon its filing with the Office of the Secretary of the Florida Department of State.

Commissioner \_\_\_\_ made a motion to adopt the foregoing ordinance, seconded by Commissioner \_\_\_\_\_. The vote was as follows:

John E. Manning  
Cecil Pendergrass  
Brian Hamman  
Larry Kiker  
Frank Mann

DONE AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2017.

ATTEST:  
LINDA DOGGET, CLERK

LEE COUNTY  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
John E. Manning, Chairman

Approved as to form for the reliance of Lee  
County only:

\_\_\_\_\_  
County Attorney's Office

<b>Blue Sheet No. 20170252</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>Item No. A2</b>
------------------------------------	--	--------------------

**TITLE:**  
Nominate a water quality project for RESTORE Act funding

**ACTION REQUESTED:**  
A) Submit the North East Caloosahatchee Tributaries Restoration Project (NECTR) for Pot 3 RESTORE Act Funding as part of the Florida State Expenditure Plan.  
  
B) Authorize staff to work with the consultant for the Gulf Coast Consortium in establishing project scope and timelines commensurate with funding guidelines.

**FUNDING:**  
Project expense to be determined.  
  
Total estimated project cost is undefined pending results of feasibility study. Total estimated RESTORE Pot 3 funds allocated to project(s) is \$12.7M over 15 years.  
  
General Fund; Future CIP: North East Caloosahatchee Tributaries Restoration Project

**WHAT ACTION ACCOMPLISHES:**  
Authorizes the Gulf Consortium's planning consultant to submit the North East Caloosahatchee Tributaries Restoration Project (NECTR) for inclusion in the Florida State Expenditure Plan (FSEP) in order to obtain eligibility for Pot 3 RESTORE Act funds. The project is a planned hydrological and ecosystem restoration initiative bounded on the west by Oak Creek and on the east by the County Line Canal. Anchored by the Bob Janes Preserve, the Project will address water quality, water storage and habitat restoration for several highly disturbed watersheds in northeastern Lee County.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code      AC-4-4 <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> NATURAL RESOURCES <b>Division:</b> No Divisions <b>By:</b> Roland Ottolini

**Background:**  
Options  
1. Nominate Project: Project nomination affords Lee County eligibility to receive RESTORE Act Pot 3 funding allocation  
  
2. Nominate Other Project(s): Further planning analysis will be required, possible additional lands acquisition necessary,  
  
3. Do Not Nominate Project(s): The next opportunity to amend the State Expenditure Plan is unknown. Pot 3 RESTORE Act funding is not available unless and until a project is included in the SEP.

<b>Required Review:</b>					
<b>Roland Ottolini</b>	<b>Lori Borman</b>	<b>Peter Winton</b>	<b>John J. Fredyma</b>	<b>David Harner</b>	
NATURAL RESOURCES	Budget Analyst	Budget Services	County Attorney	County Manager	

## RESTORE Act Overview

Five years after the 2010 Deepwater Horizon Spill occurred, a settlement was reached with BP that resulted in a multi-billion dollar agreement for the Gulf Coast States. As a result of this settlement, Florida's portion to implement the RESTORE Act of \$572 million is as follows:

- \$293.6 million for the RESTORE Act Oil Spill Impact Component\* (Pot 3) allocated to the Gulf Consortium for the 23 Gulf Coast Counties. (Lee County \$12.7M)
- \$371.9 million for the RESTORE Act Direct Components (Pot 1) allocated directly to each of the 23 Gulf Coast Counties based on a formula; and, with an approved Multi-Year Implementation Plan and an approved grant application for each individual project. (Lee County \$8M)
- \$26 million for the Centers for Excellence for research, studies and environmental programs.

All of the RESTORE Act settlement payments from all guilty parties are deposited with the US Treasury and made available to be spent in accordance with the RESTORE Act, US Treasury Rule and guidance documents and the Federal Super Circular. All of the aforementioned documents are available on the US Treasury's RESTORE Act website at:

<https://www.treasury.gov/services/restore-act/Pages/home.aspx>

## RESTORE Act Oil Spill Impact Component

In Florida, the Gulf Consortium is the political body that will receive and administer all of the Oil Spill Impact Component (Pot 3) settlement funds on behalf of Florida's 23 Gulf Coast Counties, which includes every County with Coastline from Escambia to Monroe. Each of the Gulf Coast Counties is represented on the Gulf Consortium's Board of Directors, with each having one vote.

The total amount available to the Gulf Consortium as a result of the settlements is \$295.3 million, which is comprised of:

\$ 244.1 million from BP Paid out over a 15-year period  
\$ 44.1 million from Transocean  
\$ 7.1 million from Anadarko

Of this amount, \$3.1 million is allocated for the development of the State Expenditure Plan (SEP) including legal and administrative fees, with the remaining \$292.2 million for eligible projects submitted by the Gulf Coast Counties.

In late 2015, the Gulf Consortium Directors voted to split the allocation evenly between the 23 counties, resulting in \$12.7 million being available to each County for projects meeting the RESTORE Act criteria and the Oil Spill Impact Component State Expenditure Plan (SEP) Guidelines, Goals and Objectives.

The SEP is a mandatory plan required by the RESTORE Act that is to include a list of projects eligible for funding based on available science, and that are economically and environmentally feasible. Each project must explain how the funds will be used and include a spending plan projecting funds needed annually. Once a final proposed SEP is developed it must be made available for 45 days for public comment and all public comment must be taken into consideration and addressed. Furthermore, the Governor must approve the SEP prior to it being submitted for approval by the Gulf Coast Ecosystem Restoration Council (Council), a separate Federal entity created by the RESTORE Act and comprised of federal agencies and the State designee for each of the 5 Gulf Coast States.

Once the Council approves the SEP, a very detailed implementation grant application must be completed and submitted to the Council by the Gulf Consortium for review and approval. For each implementation

grant, the Gulf Consortium is the recipient of the grant and each County will be a sub-recipient of the funds for their projects. One of the tasks of the Gulf Consortium in the SEP development process was to develop a preliminary list of projects for all 23 Counties. To complete this task the ESA Consultant team asked the Gulf Consortium Directors and their staff to provide information on all potential projects their County wants to include for consideration in the SEP. The ESA Consultant team has worked with the 23 Counties over the past year to identify and refine their projects with the goal of having each County committed to their projects by April 2017.

### Project Description

Lee County has determined that improvements to the Caloosahatchee Watershed provide regional benefits to the community and as such has selected the NECTR Project as a priority. The project has great potential to improve water quality, water storage and attenuation, flood protection, and habitat restoration. The Conservation 20/20 program has purchased the 5620 acre Bob Janes Preserve which will serve as the first phase of improvements. There is an opportunity to restore flow-ways and adjacent upland corridors. This will include the rehydration of disturbed lands through removal and/or replacement of undersized culverts, crossings, berms, roads, low water crossings, exotic plant control and natural community enhancement.

### Analysis

The North East Caloosahatchee Tributaries Restoration Project is a planned hydrological and ecosystem restoration initiative bounded on the west by Oak Creek and on the east by the County Line Canal. Anchored by the Bob Janes Preserve, the Project purpose is to address water quality, water storage and habitat restoration potential for several highly disturbed watersheds in northeastern Lee County. Substantial amounts of research and studies have been conducted over the last two decades to analyze opportunities on public and private lands including Babcock Ranch, County Line Drainage District, Telegraph Creek Preserve, and Bob Janes Preserve. Planning funds may become available to proceed with a feasibility study and development of 30% design documents. This will include examining the entire study area hydrology/ hydraulics, interconnectivity, ecosystem landscape from previous studies and then proceed with Bob Janes Preserve as a first phase. Components will include topographic survey, FLUCCS mapping, geotechnical analysis, detailed hydrology/ hydraulic analysis, design alternatives analysis, water quality credit analysis, benefit cost determination and preferred alternative design to 30% completion.

Lee County has taken a proactive role in conservation land acquisition and water quality. Approximately 25,000 acres have been acquired through the Conservation 20/20 program since its inception. To date Lee County has met its first phase obligation for the Tidal Caloosahatchee Total Maximum Daily Load (TMDL) by reducing over 45,000 lbs of Total Nitrogen per year. Planning is underway to identify additional lands and projects that will help meet the next phase of pollutant load reduction. The NECTR Project has the potential to significantly contribute to this obligation as well as restore disturbed wetland and upland communities in the study area.

1. Maps, etc.



<b>Blue Sheet No. 20170234</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>Item No. A3</b>
------------------------------------	--	--------------------

**TITLE:**

Approve the Second Amendment to the Construction Management at Risk of the Master Agreement for - Estero Blvd Improvements

**ACTION REQUESTED:**

- A) Approve the Second Amendment to the Construction Management at Risk for Estero Boulevard Improvements with Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, authorizing construction of roadway improvements to Segment 2 and sanitary sewer construction for Segments 3 and 4, for the Guaranteed Maximum Price of \$18,284,483.90.
- B) Authorize the Chair to execute the Second Amendment on behalf of the Board of County Commissioners.
- C) Authorize staff to negotiate a Guaranteed Maximum Price for the Pre-Construction Services for Segments 3 and 4 roadway work of the Estero Boulevard Improvements with Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, which will be presented to the Board for consideration and approval.
- D) Approve a budget transfer in the amount of \$10,200,000.00 from Transportation Capital Improvement Reserves #30700 to the Estero Boulevard project #205067, approve a budget transfer in the amount of \$5,200,000.00 from LCU Capital Improvements Reserves #48730 to the Estero Boulevard project #207326 and amend the FY 2016/17 CIP accordingly.

**FUNDING:**

DOT: (\$13,183,566.54) Gas Taxes; Included in Budget, Strategic Planning Initiative; Transportation Utilities: (\$5,100,917.36) Enterprise Fund; Included in Budget

This Amendment will provide a Construction Manager at Risk for re-construction of Estero Boulevard for both Lee County Department of Transportation (DOT) and Lee County Utilities (LCU) for Segment 2 (Lovers Lane to Strandview Avenue, approximately 1.2 miles) and for installation of sanitary sewer force mains and site preparation associated with road reconstruction of Segments 3 and 4 (Strandview Avenue to Albatross Street, approximately 1.7 miles).

The current DOT and LCU Capital Improvement Programs (CIP) provide funding for construction over multiple years. The overall CIP construction budget for all six segments of Estero Boulevard is \$81 million for DOT and LCU. Updates to this number are being calculated and will be presented for consideration as part of the budgeting process.

DOT: Fund-Transportation Capital Improvement; Program – Capital Projects; Project – Estero Boulevard 20506730700.506540

Utilities: Fund-Utilities Capital Improvements; Program – Capital Projects; Project – Estero Boulevard Force Main Relocation; 20732648730.506540.

**WHAT ACTION ACCOMPLISHES:**

Approves an amendment to the Construction Management at Risk Construction Phase Services contract for the Estero Boulevard reconstruction project. The amendment authorizes construction of the roadway improvements for Segment 2 and sanitary sewer construction for Segments 3 and 4, as well as limited site improvements. All construction under the amendment shall be provided for the Guaranteed

<b>Required Review:</b>					
Randy Cerchie	Lori Borman	Nicole Turner	Peter Winton	Ashley D. Fesperman	Doug Meurer
TRANSPORTATION	Budget Analyst	Purchasing	Budget Services	County Attorney	County Manager

Maximum Price (GMP) of \$18,284,483.90, which includes the Construction Manager's fee.

**MANAGEMENT RECOMMENDATION:**

Approve

Requirement/Purpose: <i>(specify)</i>	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	<b>Commissioner:</b> All <b>Department:</b> TRANSPORTATION <b>Division:</b> Administration <b>By:</b> Randy Cerchie

**Background:**

Procurement Management Statements of Qualifications on behalf of the Board for professional construction management services under Request for Qualifications No. RFQ140308 Construction Management Services for Estero Blvd. Improvements.

On April 7, 2015, the Board approved the Construction Management at Risk Agreement with Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, to provide Pre-Construction Services (Phase I Agreements) and Construction Management Services (Phase II Agreements) for the Estero Boulevard Improvements project (Blue Sheet No. 20150143).

On August 18, 2015, the Board approved a GMP for the construction of the Segment 1 improvements (Blue Sheet 20150451). Segment 1 includes the section of Estero Boulevard between Crescent Street and Lovers Lane.

On June 21, 2016, the Board approved an amendment to the Pre-Construction Phase Services (Phase I Agreement) authorizing the Pre-Construction Phase Services for Segment 2 of the Estero Boulevard Improvements project and establishing a GMP for pre-construction (Blue Sheet 20160347).

Recognizing that the construction of underground utilities (sanitary sewer) must occur on a schedule that cannot always align with construction of the roadway, the Board approved Change Order No. 3 to Amendment No. 1 to the Construction Manager at Risk Phase II agreement for a GMP to advance construction of the Segment 2 force main on August 16, 2016 (Blue Sheet 20160433).

Lee County DOT and Utilities staff have successfully negotiated a GMP for the construction of the Segment 2 roadway and Segments 3 and 4 force main improvements, as provided by the letter from Chris-Tel Construction dated April 20, 2017 (Attachment 2). The work authorized by the proposed Second Amendment to the Construction Management at Risk agreement (Attachment 3) includes improvements to the section of Estero Boulevard between Lovers Lane and Strandview Avenue (Segment 2), as well as force main installation and limited site improvements between Strandview Avenue and Albatross Street (Segments 3 and 4). The GMP of \$18,284,483.90 includes a Construction Management Fee of \$909,288.14 (5.75% of eligible costs). Construction of the Segment 2 roadway and Segment 3 and 4 force main improvements is anticipated to take 16 months.

This project is necessary to reconstruct Estero Boulevard to improve mobility of all users consistent with the concepts within the Town of Fort Myers Beach 2001 Streetscape Master Plan and as modified at the request of the Town of Fort Myers Beach Town Council. The project includes construction of sidewalks on both sides of Estero Boulevard; drainage improvements within the roadway; installation of drainage structures at all Town side streets to address drainage issues at intersections; adjustment of gravity sanitary sewer facilities as needed (LCU); trolley stops; on-road, marked bike lanes; and connection to drainage improvements, which the Town Council committed to complete under the Second Amendment to the Master Transportation Agreement (Blue Sheet 20170084). Lee County is coordinating with the Town of Fort Myers Beach for the replacement of Town waterlines, and with Florida Power and Light for the relocation of power poles and overhead lines to the right of way, adjustment as needed of telecommunication provider facilities, and accommodation for future lighting and fiber conduits.

Estero Blvd Segment 2 Roadway and Segment 3 / 4 Sanitary Sewer with site improvements

	LCU	DOT	Total
a) Direct Construction Costs	\$ 4,375,035.68	\$ 10,374,340.45	\$ 14,749,376.13
b) General Conditions Cost	\$ 97,182.17	\$ 1,105,671.83	\$ 1,202,854.00
c) Construction Mgmt Fee	\$ 266,791.25	\$ 642,496.89	\$ 909,288.14
d) Contingency	\$ 264,812.14	\$ 799,518.56	\$ 1,064,330.70
e) Sales Tax Recovery Savings	\$ -	\$ -	\$ -
f) Bond	\$ 35,239.86	\$ 91,987.28	\$ 127,227.14
g) Insurance	\$ 61,856.26	\$ 169,551.53	\$ 231,407.79
<b>Total GMP (All Inclusive)</b>	<b>\$ 5,100,917.36</b>	<b>\$ 13,183,566.54</b>	<b>\$ 18,284,483.90</b>

Attachments:

- 1) Blue Sheet Nos. 20150143, 20150451, 20160347, 20160433
- 2) GMP Letter from Chris-Tel Construction, Dated April 20, 2017
- 3) Proposed Second Amendment to the Construction Management at Risk
- 4) Blue Sheet No. 20170084
- 5) Proposed Budget Transfer

<b>Blue Sheet No. 20150143</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/7/2015</b>	<b>Item No. 17</b>
------------------------------------	---	--------------------

**TITLE:**

Approve the Construction Management at Risk Agreement for RFQ140308 Estero Blvd Improvements.

**ACTION REQUESTED:**

(A) Approve the Construction Management at Risk (CMAR) Agreement, negotiated pursuant to the award under for RFQ140308 CONSTRUCTION MANAGEMENT SERVICES FOR ESTERO BLVD IMPROVEMENTS, to Chris-Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction.

(B) Approve the Pre-Construction Phase Services Fee (Phase I Agreement) in the not-to-exceed sum of \$257,000

(C) Approve a Construction Management Fee Percentage of 5.75%. At the conclusion of the Pre-Construction Phase Services (Segment One), a Guaranteed Maximum Price (GMP) Amendment pertaining to the Construction Phase Services for Segment One, and based upon the established Construction Management Fee percentage, will be established and brought back to the Board as an amendment to this agreement. Pre-Construction and GMP Amendments for each subsequent segment will be presented to the Board for approval in the future.

(D) Authorize the County to pursue sales tax recovery opportunities, as permitted under Florida Statutes ss. 212.06 and 212.08, and allow Procurement Management to issues Certificates of Entitlement to the CMAR with respect to direct materials purchases deemed appropriate by the County's Project Manager and consistent with the Sales Tax Recovery Process set forth in the CMAR Agreement.

(E) Authorize the Chair to execute the Construction Management at Risk Agreement consisting of two parts: Phase I (Pre-Construction Phase Services) (Segment One) and Phase II (Construction Phase Services) (Segment One).

(F) Authorize staff to negotiate a GMP for the Construction Phase Services with Chris-Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction, which will be presented to the Board for approval as the GMP Amendment in the future.

**FUNDING:**

BoCC Strategic Goal: Transportation

DOT: (\$220,286.00) Gas Taxes; Included in Budget, Transportation

Utilities: (\$36,714.00) Enterprise Fund; Included in Budget

This Agreement will provide a Construction Manager at Risk for the re-construction of Estero Boulevard for both DOT and Lee County Utilities (LCU). The current DOT and LCU Capital Improvement Programs (CIP) provides funding for construction every other year. The overall CIP construction budget for all six (6) segments of Estero Boulevard is \$42,000,000 for DOT and LCU. Each segment will include a Phase I - Pre-Construction Phase Services and a Phase II -Construction Phase Services (GMP) agreement proposed as amendments to be presented to the Board for approval. Total construction costs for Segment 1 are estimated to be \$7,000,000, which includes CM fees and DOT and LCU construction items.

**Required Review:**

David Loveland	Robert Franceschini	Lori Borman	Mike Figueroa	Anne Henkel	Andrea R. Fraser
TRANSPORTATION	Purchasing	Budget Analyst	Risk	Budget Analyst	County Attorney
Peter Winton	Doug Meurer				
Budget Services	Public Works Director				

CMAR services are anticipated to start in quarter 2 of 2015 with Construction beginning in late quarter 2 to early quarter 3 of 2015.

DOT: Fund-Transportation Capital Improvement; Program – Capital Projects; Project – Estero Boulevard 20506730700.506540

Utilities: Fund-Utilities Capital Improvements; Program – Capital Projects; Project – Estero Boulevard Force Main Relocation; 20732648730.506540

**WHAT ACTION ACCOMPLISHES:**

Provides Lee County DOT and Lee County Utilities with a Construction Manager at Risk (CMAR) that is qualified to execute Pre-Construction Services and Construction Services for the Estero Boulevard Improvements Project. The Pre-Construction Phase Services (Phase I Agreement) includes the development of a Guaranteed Maximum Price (GMP) for the Construction Phase Services for Segment 1 of the Estero Boulevard Improvements. The CMAR will also complete Early work that includes preparation of Maintenance of Traffic Plans to be used for bidding to establish the GMP and setup of the CMAR site offices. The GMP for Construction Phase Services (Phase II Agreement) for Segment 1 will be negotiated and presented to the Board for approval in the future as the GMP Amendment to the CMAR Agreement.

**MANAGEMENT RECOMMENDATION:**

Approve.

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> TRANSPORTATION <b>Division:</b> Administration <b>By:</b> David Loveland

**Background:**

Statements of Qualifications were solicited on behalf of the Board for professional construction management services for the project known as RFQ140308 CONSTRUCTION MANAGEMENT SERVICES FOR ESTERO BLVD IMPROVEMENTS.

The deadline for receipt of the Statement of Qualifications was June 16, 2014. A total of six responses were received by the deadline. All responses were considered at the Qualifications Evaluation Committee meeting on July 16, 2014.

Presentations were heard and final ranking of firms was accomplished at the Qualifications Evaluation Committee meetings on October 3 and October 6, 2014. Based on the presentations and the firms' ability to demonstrate their qualifications, past experience, and full understanding of the project, it was consensus of the committee to recommend award to Chris-Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction. The ranking and authorization to negotiate with Chris-Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction, was approved by the Board (Blue Sheet No. 20140746) on January 6, 2015.

Lee County DOT staff met with the firm representatives several times and negotiated the terms and conditions of the Construction Manager at Risk Agreement. The negotiated fee for Pre-Construction Phase Services is a not-to-exceed sum of \$257,000; and the Construction Management (CM) Fee percentage applicable to Construction Phase services is 5.75%. A letter was received from Chris Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction on March 2, 2015 accepting these fees.

The Pre-Construction Phase Services Agreement (Phase I Agreement) provides for: DBE and local vendor/contractor collaboration efforts, budget analysis, value engineering, schedule optimization, construction sequencing, sales tax recovery (aka direct material purchase) planning, Public Involvement activities assistance, assistance in right-of-way (ROW) encroachment resolution, coordination with utilities within the ROW, coordination with the Town of Fort Myers Beach, creation of bid packages, GMP Development, traffic control analysis and planning, and setup of CMAR site offices. The completion of the Pre-Construction Phase Services will result in a negotiated GMP proposal for Phased Construction Services that will be presented to the Board for consideration and approval as the GMP Amendment to the Construction Management at Risk Agreement. Five additional segments are currently planned for Estero Boulevard and may be added as amendments to the CMAR Agreement, each Segment will require a Pre-Construction Phase amendment and a GMP amendment.

This project is necessary to reconstruct Estero Boulevard to improve mobility of all users consistent with the concepts within the Town of Fort Myers Beach 2001 Streetscape Master Plan and as modified by the requests of the Town of Fort Myers Beach Town Council. The Segment 1 project includes construction of wide sidewalks on both sides of Estero Boulevard, drainage improvements within the roadway and connection to drainage improvements the Town has recently completed, Trolley stops outside of the travel lane where feasible, enhancements to street lighting at crosswalks and shared bike lane markings. This project also includes the replacement of sewer force mains and relocation of gravity sanitary sewer lines as needed (LCU), coordination with Town of Fort Myers Beach for the replacement of Town water lines, Teco Gas for the installation of a gas main, FPL for the relocation of power poles and overhead lines to the ROW, adjustment as needed of telecommunication provider facilities, and accommodations of future lighting and fiber conduits.

The total construction cost for all segments of Estero Boulevard improvements is estimated at \$42,000,000 for both Lee County DOT and Lee County Utility components. The Segment 1 construction cost is estimated at \$7,000,000.

- 1) Construction Management at Risk Agreement (Phase I – Pre-Construction Phase)
- 2) Construction Management at Risk Agreement (Phase II – Construction Phase)
- 3) Chris-Tel letter regarding Segment 1 Pre-Construction Phase Services Fee
- 4) Chris-Tel letter regarding Segment 1 Construction Management Fee percentage
- 5) Ranking Bluesheet No. 20140746

Blue Sheet No. 20150451	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 32
----------------------------	---	-------------

**TITLE:**

Approve Amendment 1 to the Construction Manager at Risk Phase II - RFQ140308 Estero Blvd Improvements

**ACTION REQUESTED:**

- A) Approve Amendment 1 to the Construction Management at Risk Phase II - Construction Service Agreement, Contract Number 7114, under RFQ140308 Construction Management Services for Estero Boulevard Improvements, Phase II, Segment 1 with Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, for the Guaranteed Maximum Price (GMP) of \$10,124,091.25 for Segment 1 of Estero Boulevard, Crescent Street to Lovers Lane.
- B) Authorize the Chair to execute Amendment 1 on behalf of the Board upon receipt.
- C) Authorize staff to negotiate a Not-To-Exceed price for the Pre-Construction Services (Phase I) for Segment 2 of the Estero Boulevard Improvements with Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, which will be presented to the Board for consideration and formal approval.
- D) Approve a budget transfer in the amount of \$2,661,469 from Utilities Capital Improvement Reserves to the Estero Boulevard Force Main Relocation project and amend the FY 2014/15 Utilities CIP project budget from the originally approved amount of \$1,141,799 to a new project budget of \$3,803,268. The proposed budget transfer and contract award will leave a remaining balance of \$2,000 in this account to cover other incidental costs not included in the contract.

**FUNDING:**

DOT: (\$6,907,046.32) Gas Taxes; Included in Budget, Strategic Planning Initiative; Transportation Utilities: (\$3,217,044.93) Enterprise Fund; included in the FY 2014/15 Utilities Capital Improvement budget and will be fully funded upon approval of the budget transfer

This Amendment will provide a Construction Manager at Risk for re-construction of Estero Boulevard Segment 1 for both DOT and Lee County Utilities (LCU). Segment 1, Estero Boulevard between Crescent Street and Lovers Lane, approximately one mile of Estero Boulevard.

The current DOT and LCU Capital Improvement Programs (CIP) provides funding for construction every other year. The overall CIP construction budget for all six (6) segments of Estero Boulevard is \$42,000,000 for DOT and LCU. Each segment will include a Phase I - Pre-Construction Phase Services and a Phase II -Construction Phase Services (GMP) agreement proposed as amendments to be presented to the Board for approval.

DOT: Fund-Transportation Capital Improvement; Program – Capital Projects; Project – Estero Boulevard 20506730700

Utilities: Fund-Utilities Capital Improvements; Program – Capital Projects; Project – Estero Boulevard Force Main Relocation; 20732648730.506540.

**WHAT ACTION ACCOMPLISHES:**

Provides Lee County DOT and Lee County Utilities with a CMAR for Phase II, Segment 1 improvements to Estero Blvd, from Crescent Street to Lovers Lane for a Guaranteed Maximum Price (GMP) of \$\$10,124,091.25.

Required Review:					
Randy Cerchie	Robert Franceschini	Lori Borman	Mike Figueroa	Peter Winton	Corris L. McIntosh Jr.
TRANSPORTATION	Purchasing	Budget Analyst	Risk	Budget Services	County Attorney
Doug Meurer					
County Manager					

**MANAGEMENT RECOMMENDATION:**

Approve

**Requirement/Purpose: (specify)**

- Statute  
 Ordinance  
 Admin Code AC-4-4  
 Other

**Request Initiated**

**Commissioner:** All  
**Department:** TRANSPORTATION  
**Division:** Administration  
**By:** Randy Cerchie

**Background:**

Statements of Qualifications were solicited on behalf of the Board for professional construction management services for the project known as RFQ140308 CONSTRUCTION MANAGEMENT SERVICES FOR ESTERO BLVD IMPROVEMENTS.

The deadline for receipt of the Statement of Qualifications was June 16, 2014. A total of six responses were received by the deadline. All responses were considered at the Qualifications Evaluation Committee meeting on July 16, 2014.

Presentations were heard and final ranking of firms was accomplished at the Qualifications Evaluation Committee meetings on October 3 and October 6, 2014. Based on the presentations and the firms' ability to demonstrate their qualifications, past experience, and full understanding of the project, it was the consensus of the committee to recommend award to Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction. The ranking and authorization to negotiate with Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction, was approved by the Board (Blue Sheet No. 20140746) on January 6, 2015.

On April 7, 2015, the Board approved the Construction Management at Risk Agreement with Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, including Pre-Construction Services (Phase I Agreement) for a fee not-to-exceed \$257,000 and a Construction Management Services (Phase II Agreement) fee percentage of 5.75% (Blue Sheet No. 20150143).

Chris-Tel Construction has been providing pre-construction services to the County as approved, including DBE and local vendor/contractor collaboration efforts, budget analysis, value engineering, schedule optimization, construction sequencing, sales tax recovery (aka direct material purchase) planning, Public Involvement activities assistance, assistance in right-of-way (ROW) encroachment resolution, coordination with utilities within the ROW, coordination with the Town of Fort Myers Beach, creation of bid packages, GMP Development, traffic control analysis and planning, and setup of CMAR site offices.

Lee County DOT and Utilities staff has successfully negotiated a Guaranteed Maximum Price (GMP) for the construction of the Segment 1 improvements. Segment 1 includes improvements to Estero Boulevard between Crescent Street and Lovers Lane. Construction of the Segment 1 improvement is anticipated to take 14 months. A letter was received from Chris-Tel Construction dated July 15, 2015 and updated on July 22, 2015, establishing a GMP for the Segment 1 Improvements in the amount of \$10,124,091.25, which includes a Construction Management Fee of \$492,878.19 (5.75%).

This project is necessary to reconstruct Estero Boulevard to improve mobility of all users consistent with the concepts within the Town of Fort Myers Beach 2001 Streetscape Master Plan and as modified by the requests of the Town of Fort Myers Beach Town Council. The Segment 1 project includes construction of wide sidewalks on both sides of Estero Boulevard, drainage improvements within the roadway and connection to drainage improvements the Town has recently completed, Trolley stops outside of the travel lane where feasible, enhancements to street lighting at crosswalks and shared bike lane markings. This project also includes the replacement of sewer force mains and relocation of gravity sanitary sewer lines as needed (LCU), coordination with Town of Fort Myers Beach for the replacement of Town water



lines, Teco Gas for the installation of a gas main, FPL for the relocation of power poles and overhead lines to the ROW, adjustment as needed of telecommunication provider facilities, and accommodations of future lighting and fiber conduits.

The current DOT and LCU Capital Improvement Programs (CIP) provide funding for construction every other year. The overall CIP construction budget for all six (6) segments of Estero Boulevard is currently \$42,000,000 for DOT and LCU. Each segment will include a Phase I - Pre-Construction Phase Services and a Phase II - Construction Phase Services (GMP) agreement proposed as amendments to be presented to the Board for approval. It is anticipated that after the approval of Amendment 1 that additional Pre-Construction Phase and Construction Phase agreements will be brought to the Board for consideration and approval to provide Construction Management Services and GMP's for subsequent segments.

D) Attachments

- 1) Amendment 1 to the CMAR Phase II – Construction Services Agreement, Contract Number 7114
- 2) GMP Letter from Chris-Tel Construction, Dated July 15, 2015
- 3) Executed Phase I and II CMAR Agreements with Chris-Tel Construction
- 4) Previous Agenda Items 20140746 and 20150143
- 5) Budget Transfer

<b>Blue Sheet No.</b> 20160347	<b>Lee County Board Of County Commissioners</b> <b>Agenda Item Report</b> <b>Meeting Date: 6/21/2016</b>	<b>Item No. 35</b>
-----------------------------------	--	--------------------

**TITLE:**  
Approve Amendment No. 1 to the Construction Manager at Risk Agreement for Estero Blvd Improvements Phase I, Segment 2 Pre-Construction Activities

**ACTION REQUESTED:**  
A) Approve Amendment No. 1 to Contract No. 7114, a Construction Management at Risk Agreement under RFQ140308 Construction Management Services for Estero Boulevard Improvements, Segment 2 – Phase I (Pre-Construction Activities), with Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, to establish the Guaranteed Maximum Price of \$83,611.00 for Segment 2 of the Improvements to Estero Boulevard Project.  
B) Authorize the Chair to execute the contract amendment documents on behalf of the Board upon receipt.

**FUNDING:**

DOT: (\$57,025.00) Gas Taxes; Included in Budget, Strategic Planning Initiative; Transportation  
Utilities: (\$26,586.00) Enterprise Fund

This Amendment will provide a Construction Manager at Risk for Pre-construction of Estero Boulevard Segment 2 for both DOT and Lee County Utilities (LCU). Segment 2 begins at the termination of Segment 1, Lovers Lane, and continues to Strandview Avenue, approximately 1.2 miles. Additionally, drainage facility improvements on selected Town of Fort Myers Beach roadways will be coordinated with the Town of Fort Myers Beach to provide outfalls for drainage.

The current DOT and LCU Capital Improvement Programs (CIP) provides funding for construction every other year. The overall CIP construction budget for all six (6) segments of Estero Boulevard is \$42,000,000 for DOT and LCU. Each segment will include a Phase I - Pre-Construction Phase Services and a Phase II - Construction Phase Services (GMP) agreement proposed as amendments to be presented to the Board for approval. Modifications to the CIP are being reviewed to advance the construction of subsequent segments to reduce overall construction time and will be brought to the BOCC for consideration and approval.

DOT: Fund-Transportation Capital Improvement; Program – Capital Projects; Project – Estero Boulevard 20506730700

Utilities: Fund-Utilities Capital Improvements; Program – Capital Projects; Project – Estero Boulevard Force Main Relocation; 20732648730.506540.

**WHAT ACTION ACCOMPLISHES:**  
Provides Lee County DOT and Lee County Utilities with Pre-Construction Services by a Construction Manager At Risk (CMAR) for Segment 2 improvements to Estero Boulevard for a Guaranteed Maximum Price (GMP) of \$83,611. The total CIP construction budget for all six (6) segments of Estero Boulevard is \$42,000,000 for DOT and LCU.

<b>Required Review:</b>					
Randy Cerchie	Mary Tucker	Lori Borman	Mike Figueroa	Anne Henkel	Corris L. McIntosh Jr.
TRANSPORTATION	Purchasing	Budget Analyst	Risk	Budget Analyst	County Attorney
Peter Winton	Doug Meurer				
Budget Services	County Manager				

**MANAGEMENT RECOMMENDATION:**

Approve.

**Requirement/Purpose: (specify)**

- Statute
- Ordinance
- Admin Code AC-4-4
- Other

**Request Initiated**

**Commissioner:**  
**Department:** TRANSPORTATION  
**Division:** Administration  
**By:** Randy Cerchie

**Background:**

Statements of Qualifications were solicited on behalf of the Board for professional construction management services for the project known as RFQ140308 Construction Management Services for Estero Blvd Improvements. The deadline for receipt of the Statement of Qualifications was June 16, 2014. A total of six responses were received by the deadline. All responses were considered at the Qualifications Evaluation Committee meeting on July 16, 2014.

Presentations were heard and final ranking of firms was accomplished at the Qualifications Evaluation Committee meetings on October 3 and October 6, 2014. Based on the presentations and the firms' ability to demonstrate their qualifications, past experience, and full understanding of the project, it was the consensus of the committee to recommend award to Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction. The ranking and authorization to negotiate with Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction, was approved by the Board (Blue Sheet No. 20140746) on January 6, 2015.

On April 7, 2015, the Board approved the Construction Management at Risk Agreement with Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, including Pre-Construction Services (Phase I Agreement) for a fee not-to-exceed \$257,000 for Segment 1 and a Construction Management Services (Phase II Agreement) fee percentage of 5.75% (Blue Sheet No. 20150143).

Chris-Tel Construction provided pre-construction services to the County for Segment 1 as approved, including DBE and local vendor/contractor collaboration efforts, budget analysis, value engineering, schedule optimization, construction sequencing, sales tax recovery (aka direct material purchase) planning, Public Involvement activities assistance, assistance in right-of-way (ROW) encroachment resolution, coordination with utilities within the ROW, coordination with the Town of Fort Myers Beach, creation of bid packages, GMP Development, traffic control analysis and planning, and setup of CMAR site offices.

On August 18, 2015, the Board approved a Guaranteed Maximum Price (GMP) for the construction of the Segment 1 improvements. Segment 1 includes improvements to Estero Boulevard between Crescent Street and Lovers Lane. Construction of the Segment 1 improvement is anticipated to take 14 months. A letter was received from Chris-Tel Construction dated July 15, 2015 and updated on July 22, 2015, establishing a GMP for the Segment 1 Improvements in the amount of \$10,124,091.25, which includes a Construction Management Fee of \$492,878.19 (5.75%). (Blue Sheet 20150451)

This amendment to the Pre-Construction Phase Services (Phase I Agreement) includes the development of a Guaranteed Maximum Price (GMP) for the Construction Phase Services for Segment 2 of the Estero Boulevard Improvements. The CMAR will also complete early work that includes preparation of Maintenance of Traffic Plans to be used for bidding to establish the GMP and preparation and submission of the dewatering permit. The GMP for Construction Phase Services (Phase II Agreement) for Segment 2 will be negotiated and presented to the Board for approval in the future as the GMP Amendment to the CMAR Agreement, Phase II.

This project is necessary to reconstruct Estero Boulevard to improve mobility of all users consistent with

the concepts within the Town of Fort Myers Beach 2001 Streetscape Master Plan and as modified by the requests of the Town of Fort Myers Beach Town Council. The Segment 1 project includes construction of wide sidewalks on both sides of Estero Boulevard, drainage improvements within the roadway and connection to drainage improvements the Town has recently completed, Trolley stops outside of the travel lane where feasible, enhancements to street lighting at crosswalks and shared bike lane markings. This project also includes the replacement of sewer force mains and relocation of gravity sanitary sewer lines as needed (LCU), coordination with Town of Fort Myers Beach for the replacement of Town water lines, Teco Gas for the installation of a gas main, FPL for the relocation of power poles and overhead lines to the ROW, adjustment as needed of telecommunication provider facilities, and accommodations of future lighting and fiber conduits.

The current DOT and LCU Capital Improvement Programs (CIP) provide funding for construction every other year. The overall CIP construction budget for all six (6) segments of Estero Boulevard is currently \$42,000,000 for DOT and LCU. Each segment will include a Phase I - Pre-Construction Phase Services and a Phase II - Construction Phase Services (GMP) agreement proposed as amendments to be presented to the Board for approval. It is anticipated that after the approval of Phase 1 Amendment 1 that additional Pre-Construction Phase and Construction Phase agreements will be brought to the Board for consideration and approval to provide Construction Management Services and GMP's for subsequent segments.

- 1) Amendment 1 to the CMAR Phase I – Construction Services Agreement, Contract Number 7114
- 2) GMP Letter from Chris-Tel Construction, Dated May 4, 2016
- 3) Chris-Tel Fee Breakdown dated May 5, 2016
- 4) Executed Phase I and II CMAR Agreements with Chris-Tel Construction
- 5) Previous Agenda Items 20140746, 20150143, 20150451

<b>Blue Sheet No. 20160433</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/16/2016</b>	<b>Item No. 27</b>
------------------------------------	--	--------------------

**TITLE:**

Approve Change Order No. 3 to Amendment No. 1 to the Construction Manager at Risk Agreement for Estero Blvd Improvements Phase II

**ACTION REQUESTED:**

A) Approve Change Order No. 3 to Amendment No. 1 to the Construction Management at Risk Phase II - Construction Service Agreement, Contract Number 7114, under RFQ140308 Construction Management Services for Estero Boulevard Improvements, Phase I with Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, for the Guaranteed Maximum Price (GMP) of \$5,018,552.14 for advance work on Segment 2 of Estero Boulevard and to facilitate more efficient traffic management.

B) Approve a budget transfer in the amount of \$2,576,398 from Utilities Capital Improvement Reserves to the Estero Blvd. Force Main Improvements project and amend the Fiscal Year 2015/2016 Capital Improvement Program Budgets accordingly.

C) Authorize the Chair to execute Change Order No. 3 on behalf of the Board upon receipt.

**FUNDING:**

DOT: (\$1,426,723.30) Gas Taxes; Included in Budget, Strategic Planning Initiative; Transportation Utilities: (\$3,591,828.84) Enterprise Fund; Included in Budget and will be fully funded upon transfer of funds

This Change Order will provide a Construction Manager at Risk for the installation of the Sanitary Sewer Force Mains and site preparation associated with re-construction of Estero Boulevard Segment 2 for both Department of Transportation (DOT) and Lee County Utilities (LCU). Segment 2, Estero Boulevard begins at the termination of Segment 1, Lovers Lane, and continues to south of Strandview Avenue, approximately 1.2 miles.

Accelerating this portion of the work will:

1. Allow for more efficient and productive use of the corridor right of way in constructing future improvements.
2. Facilitate continuance of two lane traffic flow for duration of project.

The current DOT and LCU Capital Improvement Programs (CIP) provide funding for construction over multiple years. The overall CIP construction budget for all six segments of Estero Boulevard is \$81,420,141 for DOT and LCU. This Change Order is being brought forward as part of efforts to advance the construction of subsequent segments and to reduce overall construction time.

Currently, Lee County Utilities has \$1,015,431 available in the FY 15/16 project budget and will need to transfer \$2,576,398 from reserves to cover the utility portion of Segment 2. This change does not increase the total estimated cost of the project, but is just a reallocation of funding in order to take advantage of the benefits provided by moving forward with the Force Main construction.

DOT: Fund-Transportation Capital Improvement; Program – Capital Projects; Project – Estero Boulevard 20506730700

**Required Review:**

<b>Randy Cerchie</b>	<b>Lori Borman</b>	<b>Mike Figueroa</b>	<b>Peter Winton</b>	<b>Doug Meurer</b>	
TRANSPORTATION	Budget Analyst	Risk	Budget Services	County Manager	

Utilities: Fund-Utilities Capital Improvements; Program – Capital Projects; Project – Estero Boulevard Force Main Relocation; 20732648730.506540.

**WHAT ACTION ACCOMPLISHES:**

Provides Lee County DOT and Lee County Utilities with a Construction Manager at Risk for Phase II, Segment 2 Force Main and limited site improvements to Estero Blvd, for a Guaranteed Maximum Price (GMP) of \$5,018,552.14.

**MANAGEMENT RECOMMENDATION:**

Approve

Requirement/Purpose: <i>(specify)</i>	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> TRANSPORTATION <b>Division:</b> Administration <b>By:</b> Randy Cerchie

**Background:**

Statements of Qualifications were solicited on behalf of the Board for professional construction management services for the project known as RFQ140308 CONSTRUCTION MANAGEMENT SERVICES FOR ESTERO BLVD IMPROVEMENTS. On April 7, 2015, the Board approved the Construction Management at Risk Agreement with Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, (Blue Sheet No. 20150143). On August 18, 2015, the Board approved a Guaranteed Maximum Price (GMP) of \$10,124,091.25 for the construction of the Segment 1 improvements. Segment 1 includes improvements to Estero Boulevard between Crescent Street and Lovers Lane. (Blue Sheet 20150451)

On June 21, 2016, the Board approved an amendment to the Pre-Construction Phase Services (Phase I Agreement) for a Guaranteed Maximum Price (GMP) for the Pre-Construction Phase Services for Segment 2 of the Estero Boulevard Improvements. (Blue Sheet 20160347)

Current Requested Action: Change Order No 3 to the Construction Phase Services (Phase II Agreement) includes improvements to Estero Boulevard – Segment 2 Force Main, including Bay side temporary road widening and Beach side demolition and temporary widening. Chris-Tel Construction Inc. is proposing this Change Order with a Guaranteed Maximum Price (GMP) \$5,018,552.14 for the Construction Phase Services for Estero Boulevard Improvements in order to advance the work to provide improvements to the sequencing of work efforts between the Town of Fort Myers Beach waterline improvements. It is estimated that advancing the Force Main installation for Segment 2 will reduce the overall construction duration for Segment 2 associated with the Town of Fort Myers Beach Watermain and Lee County Force Main/roadway improvements. The resulting construction sequencing improvements is expected to reduce the frequency of separate construction activities occurring in front of many residential and business properties within Segment 2. A GMP for Construction Phase Services (Phase II Agreement) for roadway improvements Segment 2 will be negotiated and presented to the Board for approval in the future as the GMP Amendment to the CMAR Agreement, Phase II.

Prior Changes Orders No 1 and No 2 were deductive change orders associated with Direct Material Purchases for Force Main material and storm drain pipe respectively, CO No 1 (\$450,133.52) and CO No 2 (\$141,126.24) reduced the Contract amount by \$591,259.76 to \$9,532,831.49 resulting in \$33,946.83 in tax saving to Lee County.

This project is necessary to reconstruct Estero Boulevard to improve mobility of all users consistent with the concepts within the Town of Fort Myers Beach 2001 Streetscape Master Plan and as modified by the requests of the Town of Fort Myers Beach Town Council. The Segment 1 project includes construction of

wide sidewalks on both sides of Estero Boulevard, drainage improvements within the roadway and connection to drainage improvements the Town has recently completed, Trolley stops outside of the travel lane where feasible, enhancements to street lighting at crosswalks and shared bike lane markings. This project also includes the replacement of sewer force mains and relocation of gravity sanitary sewer lines as needed (LCU), coordination with Town of Fort Myers Beach for the replacement of Town water lines, Teco Gas for the installation of a gas main, FPL for the relocation of power poles and overhead lines to the ROW, adjustment as needed of telecommunication provider facilities, and accommodations of future lighting and fiber conduits. The Segment 2 improvements are similar to those in Segment 1 but due to the additional Right of Way available on road bike lane are provided.

- 1) Change Order #3 to the CMAR Phase II – Construction Services Agreement, Contract Number 7114
- 2) GMP Letter from Chris-Tel Construction, Dated July 14, 2016, revised July 28, 2016
- 3) Executed Phase I CMAR Agreement with Chris-Tel Construction
- 4) Executed Phase II CMAR Agreement with Chris-Tel Construction
- 5) Blue Sheet No. 20150143
- 6) Blue Sheet No. 20150451
- 7) Budget Transfer

# CHRIS-TEL CONSTRUCTION

March 3, 2017 revised April 20, 2017

Mr. Robert K. Phelan, P.E.  
Senior Engineer  
Lee County Department of Transportation  
1500 Monroe Street  
Ft. Myers, FL 33901

RE: Improvements to Estero Boulevard – Segment 2 and  
Improvements to Estero Boulevard – Segment 3 & 4 Force Main, Bay Side Temp. Road  
Widening, & Beach Side Demo/Temp. Road Widening

Mr. Phelan:

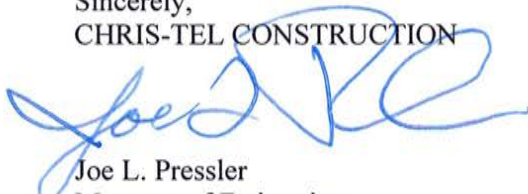
Chris-Tel Construction is pleased to provide you with these GMP Cost Estimates for the proposed “Improvements to Estero Boulevard – Segment 2” and “Improvements to Estero Boulevard – Segment 3 & 4 Force Main, Bay Side Temp. Road Widening, & Beach Side Demo/Temp. Road Widening”. These GMP Cost Estimates were based upon the Bid Set Documents as prepared by DDAI, List of Pay Items and our Clarifications, Qualifications and Assumptions. The GMP Costs are as follows:

GMP Cost Estimate for Segment 2 is.....	\$11,544,670.41
GMP Cost Estimate for Segment 3 & 4 Force Main, Bay Side Temp. Road Widening, & Beach Side Demo/Temp. Road Widening.....	<u>\$ 6,739,813.49</u>
Total GMP Cost	\$18,284,483.90

The Option to provide FDOT #4 Stone in lieu of #57 Stone for the French Drains  
Pay Items 443-70-4 & 443-70-5 is an Add of ..... \*Not Available

We have attached our GMP Cost Summaries and GMP Cost Detailed Bid Schedule breakdowns for your review. Our construction duration from NTP for both projects is 430 calendar days for substantial completion and 460 calendar days for final completion. If you have any questions or need any additional information feel free to call.

Sincerely,  
CHRIS-TEL CONSTRUCTION



Joe L. Pressler  
Manager of Estimating

Attachments:

Segment 2 GMP Cost Summary Estimate dated 03-03-17 revised 04-20-17  
Segment 2 GMP Cost Detailed Bid Schedule – Pay Items dated 03-03-17 revised 04-19-17  
Segment 2 Clarifications, Qualifications and Assumptions dated 02-21-17  
Segment 2 Enumeration of the Project Documents dated 02-21-17  
Prelim Schedule & Sequencing dated 02-21-17  
Segment 3 & 4 GMP Cost Summary Estimate dated 04-17-17 revised 04-20-17  
Segment 3 & 4 GMP Cost Detailed Bid Schedule – Pay Items dated 04-17-17  
Segment 3 & 4 Clarifications, Qualifications and Assumptions dated 04-17-17

2534-A Edison Avenue | Fort Myers, FL 33901 | (239) 226-0500 P | (239) 226-0503 F | [www.ChrisTelConstruction.com](http://www.ChrisTelConstruction.com)





**Improvements to Estero Boulevard - Segment 2**  
GMP Cost Estimate 03-03-17 revised 04-20-17

<i>Description</i>	<i>GMP Cost Estimate</i>	<i>6,370 LF of Road Costs</i>	<i>%</i>
General Work Items, Survey, Quality Testing & Pre-Con Video	723,360.00	114	6.27%
Roadway: MOT, Site Demo, Earthwork, Storm Drainage & Utilities	5,217,616.00	819	45.20%
Asphalt Paving	818,346.40	128	7.09%
Sidewalks and Curbs	862,982.75	135	7.48%
Concrete PaveDrain System	835,643.50	131	7.24%
Pavement Markings and Signage	119,969.85	19	1.04%
Electrical: Signalization, Conduits & Pull Boxes	390,487.95	61	3.38%
<b>SUB TOTAL</b>	<b>8,968,406.45</b>	<b>1,408</b>	<b>77.68%</b>
CM General Conditions	1,070,960.00	168	9.28%
GL Insurance (0.9%)	103,902.03	16	0.90%
Builders Risk Insurance	46,178.68	7	0.40%
Payment & Performance Bond Cost	80,812.69	13	0.70%
Permitting Fees By Owner	By Owner	-	0.00%
Engineer's Const. Admin. Support Services	By DDAI	-	0.00%
Certifications to Agencies & Project Close-Out	By DDAI	-	0.00%
CEI Services	By JEI	-	0.00%
Public Information Officer (Cella Molnar & Assoc.)	By CMA	-	0.00%
CMAR Contingency 4%	358,736.26	56	3.11%
Owner Contingency 4%	358,736.26	56	3.11%
C.M Fees 5.75%	556,938.04	87	4.82%
<b>PROJECT TOTALS</b>	<b>\$11,544,670.41</b>	<b>1,812</b>	<b>100.00%</b>

Lee County DOT  
Improvements to Estero Blvd - Segment 2  
GMP Cost Estimate  
03-03-17 revised 04-19-17



<b>CMAR GENERAL WORK ITEMS</b>						
Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	N/A	Storage Yard - Set Up, Maintain, Teardown & Restore	LS	1.00	\$ 30,000.00	\$ 30,000.00
0002	N/A	CMAR On Call Ped/Bike/Flagman Crew	LS	1.00	\$ 210,000.00	\$ 210,000.00
0003	N/A	CMAR Project Information Boards	EA	6.00	\$ 2,000.00	\$ 12,000.00
0004	N/A	TRAFFIC CONTROL OFFICER	MH	200.00	\$ 55.00	\$ 11,000.00
0005	N/A	CMAR Directed Vehicular & Pedestrian MOT - Allowance	LS	1.00	\$ 100,000.00	\$ 100,000.00
<b>Subtotal</b>						<b>\$ 363,000.00</b>
<b>Bid Package 1B - Survey Pay Items</b>						
Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	101-1	Survey, Layout & As-Built Drawings	LS	1.00	\$ 201,390.00	\$ 201,390.00
0002	101-1-A	Replace Existing CCCL Survey Monument - Allowance	EA	3.00	\$ 7,500.00	\$ 22,500.00
0003	101-1-B	Replace Existing Survey Monument - Other Allowance	AS	1.00	\$ 25,000.00	\$ 25,000.00
<b>Subtotal</b>						<b>\$ 248,890.00</b>
<b>Bid Package 1C - Quality Testing Pay Items</b>						
Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	N/A	Quality Control Testing	LS	1.00	\$ 107,470.00	\$ 107,470.00
<b>Subtotal</b>						<b>\$ 107,470.00</b>
<b>Bid Package 1A - Pre-Con Video Pay Items</b>						
Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	N/A	Precon Video	LS	1.00	\$ 4,000.00	\$ 4,000.00
<b>Subtotal</b>						<b>\$ 4,000.00</b>
<b>Bid Package 2A - MOT, DEMO, EARTHWORK, STORM DRAIN and RESTORATION Pay Items</b>						
Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	101-1	MOB	LS	1.00	\$ 75,000.00	\$ 75,000.00
0002	102-1	MOT - Vehicular	LS	1.00	\$ 450,000.00	\$ 450,000.00
0003	102-2	MOT - Pedestrian	LS	1.00	\$ 162,000.00	\$ 162,000.00
0004	N/A	Temp Asphalt Shoulders	SY	500.00	\$ 28.00	\$ 14,000.00
0005	N/A	Temp Asphalt Pavements	SY	500.00	\$ 28.00	\$ 14,000.00
0006	N/A	Asphalt Paving Misc. Patch	SY	2,500.00	\$ 30.00	\$ 75,000.00
0007	104-10-3	SEDIMENT BARRIER	LF	12,800.00	\$ 0.50	\$ 6,400.00
0008	104-10-4	FLOATING TURBIDITY BARRIER	LF	200.00	\$ 20.00	\$ 4,000.00
0009	104-18	INLET PROTECTION SYSTEM	EA	110.00	\$ 100.00	\$ 11,000.00
0010	110-1-1	CLEARING AND GRUBBING (LUMP SUM 9.9 AC)	LS/AC	1.00	\$ 650,000.00	\$ 650,000.00
0011	110-1-2	Selective Demolition - Private Property Encroachment in ROW - Allowance	LS	1.00	\$ 80,000.00	\$ 80,000.00
0012	110-7-1	MAILBOX, F&I SINGLE	EA	81.00	\$ 200.00	\$ 16,200.00
0013	N/A	Final Restoration - back of Sidewalk	SY	6,050.00	\$ 6.00	\$ 36,300.00
0014	522-2-A	Offsite Driveway Allowance, Concrete, 6" Thick	SY	121.00	\$ 60.00	\$ 7,260.00
0015	522-2-B	Offsite Driveway Allowance, Reset Existing Brick Pavers	SY	441.00	\$ 100.00	\$ 44,100.00
0016	522-2-C	Offsite Driveway Allowance, Other (Asphalt, Shell, etc.)	SY	462.00	\$ 20.00	\$ 9,240.00
0017	120-1	REGULAR EXCAVATION	CY	17,697.00	\$ 20.00	\$ 353,940.00
0018	120-6	EMBANKMENT	CY	516.00	\$ 60.00	\$ 30,960.00
0019	160-4	STABILIZATION TYPE B (12") (LBR40)	SY	28,631.00	\$ 11.92	\$ 341,281.52
0020	285-706	Optional Base Group 6 - Limerock Base	SY	25,708.00	\$ 15.06	\$ 387,162.48
0021	570-1-2	Performance Turf SOD	SY	6,050.00	\$ 5.00	\$ 30,250.00
0022	570-1-2-A	Performance Turf SOD - Allowance	SY	3,500.00	\$ 5.00	\$ 17,500.00
0023	425-1-521	INLETS, DITCH BOTTOM (TYPE C) (<10')	EA	32.00	\$ 5,500.00	\$ 176,000.00
0024	425-1-531	INLETS, Back of Sidewalk (Type C, Modified) (<10') - Allowance	EA	5.00	\$ 6,500.00	\$ 32,500.00
0025	425-1-551	INLETS, DITCH BOTTOM (TYPE E) (<10')	EA	6.00	\$ 4,500.00	\$ 27,000.00
0026	425-1-561	INLETS, DITCH BOTTOM (TYPE F) (<10')	EA	33.00	\$ 8,000.00	\$ 264,000.00
0027	425-2-41	MANHOLE P-7	EA	3.00	\$ 3,000.00	\$ 9,000.00
0028	425-2-71A	MANHOLE, J-7 (CONTROL STRUCTURE)	EA	8.00	\$ 16,000.00	\$ 128,000.00
0029	425-2-71B	MANHOLE J-7 (W / VALLEY GUTTER INLET GRATE)	EA	18.00	\$ 7,350.00	\$ 132,300.00
0030	425-10	YARD DRAIN - ALLOWANCE	EA	8.00	\$ 1,250.00	\$ 10,000.00
0031	430-175-115	PIPE CULVERT (OPTIONAL MATERIAL) (RCP) (15")	LF	267.00	\$ 38.00	\$ 10,146.00
0032	430-175-118	PIPE CULVERT (OPTIONAL MATERIAL) (RCP) (18")	LF	18.00	\$ 60.00	\$ 1,080.00
0033	430-175-115-A	PIPE CULVERT (OPTIONAL MATERIAL) (RCP) (15") (Allowance)	LF	985.00	\$ 35.00	\$ 34,475.00
0034	430-175-124	PIPE CULVERT (OPTIONAL MATERIAL) (RCP) (24")	LF	192.00	\$ 80.00	\$ 15,360.00
0035	430-175-130	PIPE CULVERT (OPTIONAL MATERIAL) (RCP) (30")	LF	1,967.00	\$ 95.00	\$ 186,865.00
0036	430-175-215	PIPE CULVERT (OPTIONAL MATERIAL) (ERCP) (12"X18") 15	LF	747.00	\$ 60.00	\$ 44,820.00
0037	430-175-218	PIPE CULVERT (OPTIONAL MATERIAL) (ERCP) (14"X23") 18	LF	160.00	\$ 75.00	\$ 12,000.00
0038	430-175-230	PIPE CULVERT (OPTIONAL MATERIAL) (ERCP) (24"X38") 30	LF	285.00	\$ 170.00	\$ 48,450.00
0039	430-94-1	DESILTING PIPE, 0-24" - Allowance	LF	500.00	\$ 20.00	\$ 10,000.00

Lee County DOT  
Improvements to Estero Blvd - Segment 2  
GMP Cost Estimate  
03-03-17 revised 04-19-17



0040	430-94-2	DESILTING PIPE, 25-36" - Allowance	LF	500.00	\$ 25.00	\$ 12,500.00
0041	430-963-1	PVC PIPE FOR BACK OF SIDEWALK, 4" - Allowance	LF	500.00	\$ 20.00	\$ 10,000.00
0042	430-964-1	PVC PERFORATED DRAINAGE PIPE, 4" (SDR 26)	LF	1,575.00	\$ 20.00	\$ 31,500.00
0043	430-964-1-A	CLEAN OUT ASSEMBLY, DRAINAGE 4"	EA	13.00	\$ 300.00	\$ 3,900.00
0044	436-1-1	Trench Drain, Type I, 15" Diameter (Allowance)	LF	312.00	\$ 175.00	\$ 54,600.00
0045	443-70-4	FRENCH DRAIN, 24" (includes FDOT #57 stone and geotextiles to grade below paver drain blocks	LF	1,627.00	\$ 210.00	\$ 341,670.00
0046	443-70-5	FRENCH DRAIN, 30" (Includes FDOT #57 stone and geotextiles to grade below paver drain blocks	LF	2,238.00	\$ 270.00	\$ 604,260.00
0047	515-1-2	PIPE HANDRAIL, GUARDRAIL, F&I, ALUMINUM - ALLOWANCE	LF	250.00	\$ 100.00	\$ 25,000.00
0048	530-74	BEDDING STONE, FDOT #57, TAPERS	TN	752.00	\$ 48.00	\$ 36,096.00
0049	1050-16-424	UTILITY PIPE, REMOVE AND DISPOSE (8" - 20")	LF	250.00	\$ 30.00	\$ 7,500.00
0050	1070-10	REPLACE MANHOLE RING AND COVER (Allowance)	EA	10.00	\$ 1,200.00	\$ 12,000.00
0051	1090-10	SANITARY MANHOLE, ADJUST	EA	29.00	\$ 2,500.00	\$ 72,500.00
0052	1110-00	REMOVE EXISTING GROUTED FORCE MAIN	LF	200.00	\$ 30.00	\$ 6,000.00
0053	1160-10	6" SANITARY CLEAN OUT (Allowance)	EA	10.00	\$ 600.00	\$ 6,000.00
0054	1170-10	6" PVC sanitary sewer service - SDR 26 (Allowance)	LF	200.00	\$ 30.00	\$ 6,000.00
0055	N/A	ADJUST EXISTING FM VALVE BOXES TO FINISHED GRADE	EA	6.00	\$ 250.00	\$ 1,500.00
0056	N/A	ADJUST EXISTING ARV PEDESTAL AND HOUSING TO FINISHED GRADE	EA	4.00	\$ 1,000.00	\$ 4,000.00
0057	N/A	ADJUST EXISTING POTABLE WM VALVE BOXES TO FINISHED GRADE (Allowance)	EA	100.00	\$ 250.00	\$ 25,000.00
<b>Subtotal</b>						<b>\$ 5,217,616.00</b>

**Bid Package 2B - Asphalt Paving Pay Items**

Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	101-1	MOB	LS	1.00	\$ 117,841.00	\$ 117,841.00
0002	334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	TN	2,827.80	\$ 133.00	\$ 376,097.40
0003	337-7-71	ASPHALTIC CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG-76-22, ARB	TN	2,121.00	\$ 148.00	\$ 313,908.00
0004	N/A	INCIDENTAL MILLING	SY	500.00	\$ 21.00	\$ 10,500.00
<b>Subtotal</b>						<b>\$ 818,346.40</b>

**Bid Package 2C - Concrete Pay Items**

Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	101-1	MOB	LS	1.00	\$ 14,250	\$ 14,250.00
0002	400-0-11	CONCRETE CLASS NS, GRAVITY WALL - ALLOWANCE	CY	120.00	\$ 450.00	\$ 54,000.00
0003	N/A	BRICK PAVER LANDSCAPE WALL (Allowance)	SF	375.00	\$ 55.00	\$ 20,625.00
0004	520-2-4	CONCRETE CURB, TYPE D	LF	13,549.00	\$ 13.75	\$ 186,298.75
0005	520-2-9	CONCRETE CURB, SPECIAL HEADER CURB	LF	10,882.00	\$ 15.50	\$ 168,671.00
0006	N/A	Temporary Bulkhead Curbs (for brick paver installation)	LF	100.00	\$ 15.50	\$ 1,550.00
0007	520-3	VALLEY GUTTER	LF	931.00	\$ 14.25	\$ 13,266.75
0008	522-2	CONCRETE SIDEWALK & DRIVEWAYS, 6" THICK	SY	9,795.00	\$ 39.25	\$ 384,453.75
0009	527-2	DETECTABLE WARNINGS	SF	771.00	\$ 22.50	\$ 17,347.50
0010	527-2-A	DETECTABLE WARNINGS (ALLOWANCE)	SF	112.00	\$ 22.50	\$ 2,520.00
<b>Subtotal</b>						<b>\$ 862,982.75</b>

**Bid Package 2D - Concrete Drainage Pavers Pay Items**

Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	101-1	MOB	LS	1.00	\$ 9,250.00	\$ 9,250.00
0002	N/A	Geogrid Layer (See Detail directly below PaveDrain System)	SY	4,453.00	\$ 2.50	\$ 11,132.50
0003	526-1-1	PAVERS, ARCHITECTURAL, ROADWAY (include final leveling, grading & compaction of 57 stone bed, FDOT #57 stone by others)	SY	4,453.00	\$ 137.00	\$ 610,061.00
0004	526-1-1A	PAVERS, ARCHITECTURAL, ROADWAY (ALLOWANCE) - Paver Protection/Restoration Cost during Construction use as Travel Lane	SY	2,280.00	\$ 90.00	\$ 205,200.00
<b>Subtotal</b>						<b>\$ 835,643.50</b>

**Bid Package 2E - Pavement Markings & Signage Pay Items**

Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	101-1	MOB	LS	1.00	\$ 12,013.00	\$ 12,013.00
0002	654-2-22	REGULAR RAPID FLASHING BEACON, F&I, SOLAR, COMPLETE, BACK TO BACK	AS	2.00	\$ 7,700.00	\$ 15,400.00
0003	700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, <12sf	AS	25.00	\$ 191.00	\$ 4,775.00
0004	700-1-12	SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20 sf	AS	46.00	\$ 491.00	\$ 22,586.00
0005	700-1-60	SINGLE POST SIGN, REMOVE	AS	83.00	\$ 10.00	\$ 830.00
0006	700-2-60	MULTI POST SIGN, REMOVE	AS	2.00	\$ 800.00	\$ 1,600.00
0007	710-90	PAINTED PAVEMENT MARKINGS (FINAL SURFACE)	LS	1.00	\$ 14,020.00	\$ 14,020.00
0008	711-11-123	THERMOPLASTIC, WHITE SOLID, 12"	LF	2,261.00	\$ 2.60	\$ 5,878.60

Lee County DOT  
Improvements to Estero Blvd - Segment 2  
GMP Cost Estimate  
03-03-17 revised 04-19-17



0009	711-11-125	THERMOPLASTIC, WHITE SOLID, 24"	LF	307.00	\$ 4.75	\$ 1,458.25
0010	711-11-141	THERMOPLASTIC, WHITE GUIDELINE, 6" (2/4)	GM	0.965	\$ 1,500.00	\$ 1,447.50
0011	711-11-160	THERMOPLASTIC, MESSAGE OR SYMBOL	EA	18.00	\$ 100.00	\$ 1,800.00
0012	711-11-170	THERMOPLASTIC ARROWS	EA	26.00	\$ 65.00	\$ 1,690.00
0013	711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24"	LF	755.00	\$ 16.00	\$ 12,080.00
0014	711-14-160	THERMOPLASTIC, PREFORMED, MESSAGE OR SYMBOL, (BIKE SYMBOL)	EA	38.00	\$ 150.00	\$ 5,700.00
0015	711-14-170	THERMOPLASTIC, PREFORMED, ARROWS (BIKE THRU ARROWS)	EA	38.00	\$ 60.00	\$ 2,280.00
0016	711-16-101	THERMOPLASTIC, STD., OTHER SURFACES, WHITE SOLID, 6"	GM	1.607	\$ 3,300.00	\$ 5,303.10
0017	711-16-201	THERMOPLASTIC, STD., OTHER SURFACES, YELLOW, SOLID, 6"	GM	2.663	\$ 3,300.00	\$ 8,787.90
0018	711-16-231	THERMOPLASTIC, YELLOW, SKIP / DOTTED, 6" (10/30)	GM	1.547	\$ 1,500.00	\$ 2,320.50
<b>Subtotal</b>						<b>\$ 119,969.85</b>

**Bid Package 16A - Electrical - Signalization, Conduits and Pull Boxes**

Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	101-1	MOB	LS	1.00	\$ 20,147.50	\$ 20,147.50
0002	630-2-11	<b>CONDUITS, F&amp;I, OPEN TRENCH OR CONTRACTOR OPTION</b>				
0003		LEE COUNTY CONDUITS, F&I, OPEN TRENCH 1 1/4"	LF	49,360.00	\$ 3.13	\$ 154,496.80
0004		STREET LIGHTING CONDUITS, F&I, OPEN TRENCH 2"	LF	12,270.00	\$ 3.50	\$ 42,945.00
0005	N/A	PULL BOX, EXISTING, RESET (Allowance)	EA	15.00	\$ 150.00	\$ 2,250.00
0006	635-2-11	STREET LIGHTING PULL & SPLICE BOX, F&I, 17"X30" COVER SIZE	EA	10.00	\$ 314.57	\$ 3,145.70
0007	635-2-12	LEE COUNTY PULL & SPLICE BOX, F&I, 24"X36" COVER SIZE	EA	20.00	\$ 577.89	\$ 11,557.80
0008	635-2-13	CENTURY LINK SPLICE VAULT - Not Included	EA	-	\$ -	\$ -
0009	630-2-11	CONDUIT (Underground trench)	LF	160.00	\$ 39.02	\$ 6,243.20
0010	630-2-14	CONDUIT (Above ground)	LF	70.00	\$ 30.17	\$ 2,111.90
0011	632-7-1	SIGNAL CABLE	PI	1.00	\$ 4,247.50	\$ 4,247.50
0012	635-1-11	PULL BOX	EA	4.00	\$ 364.57	\$ 1,458.28
0013	639-1-122	ELECTRICAL SERVICE UNDERGROUND	PI	1.00	\$ 5,123.75	\$ 5,123.75
0014	639-2-1	ELECTRICAL SERVICE WIRE	LF	250.00	\$ 11.12	\$ 2,780.00
0015	649-31-103	STEEL MAST ARM ASSEMBLY (FURNISH &INSTALL)	EA	1.00	\$ 45,218.68	\$ 45,218.68
0016	650-1-34	TRAFFIC SIGNAL (FURNISH &INSTALL) EMERGENCY 3 SECTION, 1 WAY	AS	6.00	\$ 772.93	\$ 4,637.58
0017	653-1-110	SIGNAL PRIORITY PREEMPTION (FURNISH &INSTALL)	EA	1.00	\$ 9,470.20	\$ 9,470.20
0018	659-1-02	BACK PLATES (RETRO REFLECTIVE BORDER) (F&I) 3 SECTIONS	EA	6.00	\$ 112.77	\$ 676.62
0019	670-5-111	TRAFFIC CONTROLLER ASSEMBLY (FURNISH &INSTALL)	AS	1.00	\$ 21,686.85	\$ 21,686.85
0020	682-1-411	CCTV CAMERA (RELOCATE)	EA	1.00	\$ 1,104.75	\$ 1,104.75
0021	684-1-1	MANAGED FIELD ETHERNET SWITCH (FURNISH &INSTALL)	EA	1.00	\$ 2,228.50	\$ 2,228.50
0022	685-1-11	UNINTERRUPTED POWER SUPPLY (FURNISH &INSTALL)	EA	1.00	\$ 13,169.87	\$ 13,169.87
0023	690-10	TRAFFIC SIGNAL HEAD ASSEMBLY, REMOVAL	EA	6.00	\$ 194.28	\$ 1,165.68
0024	690-34	POLE REMOVAL, DEEP	EA	2.00	\$ 2,514.25	\$ 5,028.50
0025	690-50	CONTROLLER ASSEMBLY, REMOVAL	EA	1.00	\$ 1,596.18	\$ 1,596.18
0026	690-80	SPAN WIRE ASSEMBLY, REMOVAL	EA	1.00	\$ 1,104.75	\$ 1,104.75
0027	690-90	CONDUIT AND CABLING, REMOVAL	PI	1.00	\$ 952.38	\$ 952.38
0028	690-100	SIGNAL EQUIPMENT, MISC. REMOVAL	PI	1.00	\$ 982.85	\$ 982.85
0029	102-1	MOT - MAINTAIN EXISTING SIGNAL @ FIRE STATION	LS	1.00	\$ 11,200.00	\$ 11,200.00
0030	700-1-11	Sign - F & I Mast Arm Mount, Up to 12 sf	EA	3.00	\$ 615.00	\$ 1,845.00
0031	700-3-402	Sign - F & I Mast Arm Mount, 15 or <	EA	1.00	\$ 650.00	\$ 650.00
0032	695-3-11	WAVETRONIX SMART SENSOR HD (TMS WIRELESS TRAFFIC SENSOR) (FURNISH &INSTALL) MODEL 125	AS	1.00	\$ 11,262.13	\$ 11,262.13
<b>Subtotal</b>						<b>\$ 390,487.95</b>
<b>Total Construction Cost</b>						<b>\$ 8,968,406.45</b>

**CM General Conditions Cost, Fees and Contingency**

Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
	N/A	CM General Conditions	NTE	1.00	\$ 1,070,960.00	\$ 1,070,960.00
	N/A	GL Insurance (0.9% Insurance Rate)	NTE	1.00	\$ 103,902.03	\$ 103,902.03
	N/A	Builder's Risk	NTE	1.00	\$ 46,178.68	\$ 46,178.68
	N/A	Payment and Performance Bonds	NTE	1.00	\$ 80,812.69	\$ 80,812.69
	N/A	Engineering Services	NTE	1.00	By Others	By Others
	N/A	CMAR Contingency 4%	NTE	1.00	\$ 358,736.26	\$ 358,736.26
	N/A	Owner Contingency 4%	NTE	1.00	\$ 358,736.26	\$ 358,736.26
	N/A	CM Fees	NTE	1.00	\$ 556,938.04	\$ 556,938.04
<b>Subtotal</b>						<b>\$ 2,576,263.96</b>
<b>Grand Total</b>						<b>\$ 11,544,670.41</b>

**GMP COST ESTIMATE**  
**LEE COUNTY DEPARTMENT OF TRANSPORTATION**  
**IMPROVEMENTS TO ESTERO BOULEVARD – SEGMENT 2**  
**CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS**

The clarifications, qualifications and assumptions set forth in this exhibit form an integral part of the Contract to which it is attached and to the extent necessary modify all other exhibits, terms and conditions of the Contract that may be contradictory or that may set forth different requirements to be complied with by Contractor. Where materials, quantities, products and component parts are specified in this exhibit, they shall control over any contrary provisions contained in other exhibits. Where statements are made that information, items or services will be provided or furnished by Owner, they constitute exclusions or alterations from the work that is otherwise set forth in the other terms and conditions of the Contract and its exhibits. Where they state that items are not included it means that the Work will be completed without the inclusion of such item and that if required by Owner it will be the basis for a change order or construction change directive. Where site conditions are specified, assumed, or assumptions as to the basis for pricing are set forth, they control over any more comprehensively stated requirements in the body of the Contract terms and conditions and constitute a limitation on the extent of the Work to be performed for the GMP Cost Estimate or fixed price as the case may be.

DIVISION #1 – GENERAL REQUIREMENTS

1. All applicable Permit fees are the responsibility of the Owner. We have not included the costs for Permitting Fees. The only exception to this is the Dewatering permit and NPDES Notice of Intent which the Utility Contractor is responsible to obtain.
2. Primary utility service costs are the responsibility of the Owner.
3. The Builder's Risk Insurance is included, except for Windstorm and Hail coverages. The Insurance carrier excluded Windstorm and Hail coverages from the Builder's Risk Insurance policy because it is a road project. The Owner to be responsible for Builder's Risk insurance losses due to deductibles, exclusions or limits as per the Contract.
4. We have not included providing Flood Insurance. The Insurance carriers will not provide this coverage on a Road project.
5. Included in the proposal are a payment/performance bond and subcontractor bonds at the sole discretion of Chris-Tel Construction. The payment and performance bond cost is included for a one year warranty.
6. We have not included any costs for CEI or Public Information Officer. We understand that there will be separate agreements with the Lee County DOT for those scopes of work.

**GMP COST ESTIMATE**  
**LEE COUNTY DEPARTMENT OF TRANSPORTATION**  
**IMPROVEMENTS TO ESTERO BOULEVARD – SEGMENT 2**  
**CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS**

7. All Chris-Tel Construction employees shall be billed based on the 'Exhibit D' Billable Rates. The billable rates include all labor, labor burden, and fringe benefits costs.
8. We have not included any requirements to comply with Davis Bacon Prevailing wage rates, Buy America, etc. if required by any part of your project funding sources.
9. We have included the Quality Control Testing as a cost of work item in lieu of a General Conditions cost item per Article 6.3.3 item 18 of our CMAR Phase II agreement.

DIVISION #2 – SITEWORK

1. We have included 3" of asphalt paving over compacted subgrade for the temporary M.O.T. shoulder pavement widening where necessary.
2. We have included only the Trenching, Conduits and Pull Boxes required for the Lee County and Street Lighting requirements shown on the Addendum 1 Conduit Plans. The Summit Broadband, Century Link and FPL Conduits and Pull Boxes are not included within this GMP cost estimate. We used the Conduit responsibility breakdown tabulation prepared by DDAI dated 2-16-17 for this GMP cost estimate.

**Improvements to Estero Blvd – Segment 2 Phase II**  
**ENUMERATION OF DOCUMENTS**  
**02/21/2017**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	ADDENDUM 1
	<b><u>Roadway Plans</u></b>			
1	Key Sheet	1/3/17		
2	Signature Sheet	1/3/17		
3	Typical Sections	1/3/17	Optional base/Porous Paver width	1/23/17
4	Typical Sections	1/3/17	Base/Sidewalk width/Bike lane begins	1/23/17
5	Typical Sections	1/3/17	Optional base/Porous Paver width	1/23/17
6	Typical Sections	1/3/17	Optional Base/Trolley Stop	1/23/17
7	Typical Detail	1/3/17		1/23/17
8	Typical Detail	1/3/17		1/23/17
9	Typical Detail	1/3/17	Depth for Type C Inlet Skimmer Box	1/23/17
SQ-1	Summary of Quantities	1/3/17		1/23/17
SQ-2	Summary of Quantities	1/3/17		1/23/17
SQ-3	Summary of Quantities	1/3/17		1/23/17
SQ-4	Summary of Quantities	1/3/17		1/23/17
SQ-5	Summary of Quantities	1/3/17		1/23/17
SQ-6	Summary of Quantities	1/3/17		1/23/17
SQ-7	Summary of Quantities	1/3/17		1/23/17
SQ-8	Summary of Quantities	1/3/17		1/23/17
SQ-9	Summary of Quantities	1/3/17		1/23/17
SQ-10	Summary of Quantities	1/3/17		1/23/17
SQ-11	Summary of Quantities	1/3/17		1/23/17
SQ-12	Summary of Quantities	1/3/17		1/23/17
SQ-13	Summary of Quantities	1/3/17		1/23/17
SQ-14	Summary of Quantities	1/3/17		1/23/17
SQ-15	Summary of Quantities	1/3/17		1/23/17
SQ-16	Summary of Quantities	1/3/17		1/23/17
SQ-17	Summary of Quantities	1/3/17		1/23/17
SQ-18	Summary of Quantities	1/3/17		1/23/17
SQ-19	Summary of Quantities	1/3/17		1/23/17
SQ-20	Summary of Quantities	1/3/17		1/23/17
SQ-21	Summary of Quantities	1/3/17		1/23/17
SQ-22	Summary of Quantities	1/3/17		1/23/17
SQ-23	Summary of Quantities	1/3/17		1/23/17
SQ-24	Summary of Quantities	1/3/17		1/23/17
SQ-25	Summary of Quantities	1/3/17		1/23/17
11	Summary of Drainage Structures	1/3/17		
12	Summary of Drainage Structures	1/3/17		
13	Project Layout	1/3/17		
14	Project Layout	1/3/17		
15	Project Layout	1/3/17		
16	Project Layout	1/3/17		
17	Project Notes	1/3/17		1/23/17
18	Plan and Profile	1/3/17		1/23/17
19	Plan and Profile	1/3/17		1/23/17

**Improvements to Estero Blvd – Segment 2 Phase II  
 ENUMERATION OF DOCUMENTS  
 02/21/2017**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	ADDENDUM 1
20	Plan and Profile	1/3/17		1/23/17
21	Plan and Profile	1/3/17		1/23/17
22	Plan and Profile	1/3/17		1/23/17
23	Plan and Profile	1/3/17		1/23/17
24	Plan and Profile	1/3/17		1/23/17
25	Plan and Profile	1/3/17		1/23/17
26	Plan and Profile	1/3/17		1/23/17
27	Plan and Profile	1/3/17		1/23/17
28	Plan and Profile	1/3/17		1/23/17
29	Plan and Profile	1/3/17		1/23/17
30	Plan and Profile	1/3/17		1/23/17
31	Drainage Structures	1/3/17		1/23/17
32	Drainage Structures	1/3/17		1/23/17
33	Drainage Structures	1/3/17		1/23/17
34	Drainage Structures	1/3/17		1/23/17
35	Drainage Structures	1/3/17		1/23/17
36	Drainage Structures	1/3/17		1/23/17
37	Drainage Structures	1/3/17		1/23/17
38	Drainage Structures	1/3/17		1/23/17
39	Drainage Structures	1/3/17		1/23/17
40	Drainage Structures	1/3/17		1/23/17
41	Drainage Structures	1/3/17		1/23/17
42	Drainage Structures	1/3/17		1/23/17
43	Drainage Structures	1/3/17		1/23/17
44	Drainage Structures	1/3/17		1/23/17
45	Drainage Structures	1/3/17		1/23/17
46	Drainage Structures	1/3/17		1/23/17
47	Drainage Structures	1/3/17		1/23/17
48	Drainage Structures	1/3/17		1/23/17
49	Drainage Structures	1/3/17		1/23/17
50	Drainage Structures	1/3/17		1/23/17
51	Drainage Structures	1/3/17		1/23/17
52	Drainage Structures	1/3/17		1/23/17
53	Drainage Structures	1/3/17		1/23/17
54	Drainage Structures	1/3/17		1/23/17
55	Drainage Structures	1/3/17		1/23/17
56	Drainage Structures	1/3/17		1/23/17
57	Drainage Structures	1/3/17		1/23/17
58	Drainage Structures	1/3/17		1/23/17
59	Drainage Structures	1/3/17		1/23/17
60	Drainage Structures	1/3/17		1/23/17
61	Drainage Structures	1/3/17		1/23/17
62	Drainage Structures	1/3/17		1/23/17
63	Drainage Structures	1/3/17		1/23/17
64	Drainage Structures	1/3/17		1/23/17



**Improvements to Estero Blvd – Segment 2 Phase II  
ENUMERATION OF DOCUMENTS  
02/21/2017**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	ADDENDUM 1
65	Drainage Structures	1/3/17		1/23/17
66	Drainage Structures	1/3/17		1/23/17
67	Drainage Structures	1/3/17		1/23/17
68	Drainage Structures	1/3/17		1/23/17
69	Drainage Structures	1/3/17		1/23/17
70	Drainage Structures	1/3/17		1/23/17
71	Drainage Structures	1/3/17		1/23/17
72	Roadway Soil Survey	4/11/16		
73	Cross Section	1/3/17		1/23/17
74	Cross Section	1/3/17		1/23/17
75	Cross Section	1/3/17		1/23/17
76	Cross Section	1/3/17		1/23/17
77	Cross Section	1/3/17		1/23/17
78	Cross Section	1/3/17		1/23/17
79	Cross Section	1/3/17		1/23/17
80	Cross Section	1/3/17		1/23/17
81	Cross Section	1/3/17		1/23/17
82	Cross Section	1/3/17		1/23/17
83	Cross Section	1/3/17		1/23/17
84	Cross Section	1/3/17		1/23/17
85	Cross Section	1/3/17		1/23/17
86	Cross Section	1/3/17		1/23/17
87	Cross Section	1/3/17		1/23/17
88	Cross Section	1/3/17		1/23/17
89	Cross Section	1/3/17		1/23/17
90	Cross Section	1/3/17		1/23/17
91	Cross Section	1/3/17		1/23/17
92	Cross Section	1/3/17		1/23/17
93	Cross Section	1/3/17		1/23/17
94	Cross Section	1/3/17		1/23/17
95	Cross Section	1/3/17		1/23/17
96	Cross Section	1/3/17		1/23/17
97	Cross Section	1/3/17		1/23/17
98	Cross Section	1/3/17		1/23/17
99	Cross Section	1/3/17		1/23/17
100	Cross Section	1/3/17		1/23/17
101	Cross Section	1/3/17		1/23/17
102	Cross Section	1/3/17		1/23/17
103	Cross Section	1/3/17		1/23/17
104	Cross Section	1/3/17		1/23/17
105	Cross Section	1/3/17		1/23/17
106	Cross Section	1/3/17		1/23/17
107	Cross Section	1/3/17		1/23/17
108	Cross Section	1/3/17		1/23/17
109	Cross Section	1/3/17		1/23/17

**Improvements to Estero Blvd – Segment 2 Phase II**  
**ENUMERATION OF DOCUMENTS**  
**02/21/2017**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	ADDENDUM 1
110	Cross Section	1/3/17		1/23/17
111	Cross Section	1/3/17		1/23/17
112	Cross Section	1/3/17		1/23/17
113	Cross Section	1/3/17		1/23/17
114	Cross Section	1/3/17		1/23/17
115	Cross Section	1/3/17		1/23/17
116	Cross Section	1/3/17		1/23/17
117	Utility Adjustments	1/3/17		
118	Utility Adjustments	1/3/17		
119	Utility Adjustments	1/3/17		
120	Utility Adjustments	1/3/17		
121	Utility Adjustments	1/3/17		
122	Utility Adjustments	1/3/17		
123	Utility Adjustments	1/3/17		
124	Utility Adjustments	1/3/17		
125	Utility Adjustments	1/3/17		
126	Utility Adjustments	1/3/17		
127	Utility Adjustments	1/3/17		
128	Utility Adjustments	1/3/17		
129	Utility Adjustments	1/3/17		
UTV-1	Summary of Verified Utilities	1/3/17	All Station & Offset data/Possible communication or buried electric	
UTV-2	Summary of Verified Utilities	1/3/17	All Station & Offset data	
UTV-3	Summary of Verified Utilities	1/3/17	All Station & Offset data	
UTV-4	Summary of Verified Utilities	1/3/17	Offset data/ possible 1.50" PE FOC	
UTV-5	Summary of Verified Utilities	1/3/17	All Station & Offset data	
UTV-6	Summary of Verified Utilities	1/3/17	All Station & Offset data	
UTV-7	Summary of Verified Utilities	1/3/17	All Station & Offset data	
UTV-8	Summary of Verified Utilities	1/3/17	All Station & Offset data	
UTV-9	Summary of Verified Utilities	1/3/17	All Station & Offset data	
	<b><u>Lee County Utilities</u></b>	1/3/17		
01	Cover	10/7/16	Revised for bid set 12/16/16	
02	Notes & Legend	10/7/16	Revised for bid set 12/16/16	
03	Summary of Sanitary Manholes	10/7/16	Revised for bid set 12/16/16	
04	Summary of Verified Utilities	10/7/16	Revised for bid set 12/16/16	
05	Conflict Table	10/7/16	Revised for bid set 12/16/16	
06	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
07	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
08	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
09	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
10	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
11	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
12	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
13	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
14	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	

**Improvements to Estero Blvd – Segment 2 Phase II**  
**ENUMERATION OF DOCUMENTS**  
**02/21/2017**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	ADDENDUM 1
15	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
16	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
17	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
18	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
19	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
20	Details (1)	10/7/16	Revised for bid set 12/16/16	
21	Details (2)	10/7/16	Revised for bid set 12/16/16	
22	Details (3)	10/7/16	Revised for bid set 12/16/16	
	<b><u>Signage &amp; Pavement Markings Plans</u></b>			
S-1	Key Sheet	1/3/17		
S-2	Tabulation of Quantities	1/3/17		1/23/17
S-3	Tabulation of Quantities	1/3/17		1/23/17
S-4	General Notes	1/3/17		1/23/17
S-5	Signing and Paving Marking Plans	1/3/17		
S-6	Signing and Paving Marking Plans	1/3/17		1/23/17
S-7	Signing and Paving Marking Plans	1/3/17		1/23/17
S-8	Signing and Paving Marking Plans	1/3/17		1/23/17
S-9	Signing and Paving Marking Plans	1/3/17		1/23/17
S-10	Signing and Paving Marking Plans	1/3/17		1/23/17
S-11	Signing and Paving Marking Plans	1/3/17		1/23/17
S-12	Signing and Paving Marking Plans	1/3/17		1/23/17
S-13	Signing and Paving Marking Plans	1/3/17		1/23/17
S-14	Signing and Paving Marking Plans	1/3/17		1/23/17
S-15	Signing and Paving Marking Plans	1/3/17		1/23/17
S-16	Signing and Paving Marking Plans	1/3/17		1/23/17
S-17	Signing and Paving Marking Plans	1/3/17		1/23/17
	<b><u>Conduit Plans</u></b>			
L-1	Key Sheet	1/3/17		1/23/17
L-2	Tabulation of Quantities/Notes & Legend	1/3/17		1/23/17
L-3	Conduit Plans	1/3/17		1/23/17
L-4	Conduit Plans	1/3/17		1/23/17
L-5	Conduit Plans	1/3/17		1/23/17
L-6	Conduit Plans	1/3/17		1/23/17
L-7	Conduit Plans	1/3/17		1/23/17
L-8	Conduit Plans	1/3/17		1/23/17
	<b><u>Emergency Signals Plans</u></b>			
T1	Key Sheet	12/30/16		
T2	Tabulation of Quantities	12/30/16		
T3	General Notes & Emergency Signal Pole	12/30/16		
T4	Emergency Signal Plan	12/30/16		
T5	Emergency Signal Mast Arm & Pole Tabulation	12/30/16		

**Improvements to Estero Blvd – Segment 2 Phase II**  
**ENUMERATION OF DOCUMENTS**  
**02/21/2017**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	ADDENDUM 1	
	<b><i>Geotechnical Report</i></b>				
	Cover	4/27/16	Page 1		
	Report	4/27/16	Pages 2-3		
	Introduction	4/27/16	Page 4		
	Observations	4/27/16	Pages 4-8		
	Engineering Evaluation and Recommendations	4/27/16	Pages 9-10		
	Dewatering of Excavations	4/27/16	Page 11		
	Site Preparation Procedures	4/27/16	Page 11		
	Asphalt Evaluation	4/27/16	Pages 12-13		
	Report Limitations	4/27/16	Page 13		
	Basis for Recommendations	4/27/16	Page 13		
	Appendix A- Vicinity Map	4/27/16			
	Appendix B- Test Location Plan	4/27/16			
	Appendix C- Notes Related to Borings	4/27/16			
	Appendix D- Record of SPT and HA Boring Logs	4/27/16			
	Appendix E- Discussion of Soil Groups	4/27/16			
	Appendix F- Hydrologic Soil Map	4/27/16			
	Appendix G- Roadway Soil Survey	4/27/16			
	Appendix H- Gradation Test Results	4/27/16			
	Appendix I- Soil Corrosive Series Test Results	4/27/16			
	Appendix J- Asphalt/Shellrock Thickness by Core Determination	4/27/16			
	Appendix K- Asphalt Bulk Specific Gravity	4/27/16			
	Appendix L- Limerock Bearing Ratio (LBR) Results	4/27/16			
	Appendix M- Asphalt Core Photographs	4/27/16			
	<b><i>Part H-Technical Specifications</i></b>				
	FDOT Standard Specifications	12/2016	Page H-2		
	Lee County Special Provisions	12/2016	Pages H-LCSP-1 TO H-LCSP-6	1/23/17	
	FDOT Special Provisions	12/2016	Pages H-FSP-1 TO H-FSP-7		
	Lee County Supplemental Specifications	12/2016	Pages H-SS-1 TO H-SS-8		
	FDOT Supplemental Specifications	12/2016	Pages H-FSS-1 TO H-FSS-10		
	Lee County Traffic Specifications	12/2016	Page H-TS-1		
	Lee County Utility Specifications	12/2016	Pages H-LCU-1 TO H-LCU-12		
	<b><i>Addendum 1</i></b>	1/23/17		1/23/17	



### **Estero Blvd Segment 2 Roadway Construction Sequencing:**

Included in the Estero Blvd Segment 2 Technical Specification the following information can be found on page H-LCSP-5 in Article 8-4.5 Table1. Bidders shall pay special attention to the availability of shared outfall locations and the time they are anticipated to be available for connection. The shared outfalls as noted in Table 1 will be constructed by others and connected to by the selected 2A subcontractor. Dewatering operations for the center drain will need to use these outfall locations and connections to convey dewatering discharge from the center drain construction areas.

<b>Outfall Location</b>	<b>Anticipated Availability Date</b>	<b>Pavement Construction Limits</b>
Segment 1	May 1, 2018	1163+80 to 1170+80
Donora	November 1, 2017	1170+80 to 1175+00
Eucalyptus Court	June 1, 2017	1175+00 to 1182+00
Jefferson Street	July 1, 2017	1182+00 to 1190+30
Connecticut Street	December 1, 2017	1188+00 to 1196+00
Bay Mar Drive	January 1, 2018	1196+00 to 1205+50
Hercules Drive	August 1, 2017	1205+50 to 1215+80
Bayview Avenue	September 1, 2017	1215+80 to 1227+50

Considering the availability as indicated in Table 1 as included in Article 8-4.5 and listed on page H-LCSP-5 of the Technical Specification for the project, the following construction sequence should be considered:

#### **Sequence 1 – Station 1163+00 to 1179+20 (1,620.00 LF)**

- Construct the North Bound Lane and install associated storm drain piping. Do not construct curb lines, sidewalks and permanent driveway connections. Temp facilities for driveway access and pedestrian ways will need to be considered.
- Outfall connection at station +/- 1178+10 – Eucalyptus
- Construct center lane and associated storm drain facilities connecting to all side streets and outfall location at sta. 1178+10, using the outfall location as the dewatering conveyance point.
- Construct the South Bound lane in its entirety to include curb lines, sidewalks, driveways and restoration at the ROW
- Return to the North Bound Lane and complete permanent curb lines, sidewalks, driveways and restoration at the ROW line.

#### **Sequence 2 – Station 1179+20 to 1195+50 (1,630.00 LF)**

- Construct the North Bound Lane and install associated storm drain piping. Do not construct curb lines, sidewalks and permanent driveway connections. Temp facilities for driveway access and pedestrian ways will need to be considered.
- Outfall connection at station +/- 1178+10 – Eucalyptus can be used as well as the proposed outfall connection at sta. +/- 1185+50 – Jefferson Street.
- Construct center lane and associated storm drain facilities connecting to all side streets and outfall location at sta. 1185+50, using the outfall location as the dewatering conveyance point.
- Construct the South Bound lane in its entirety to include curb lines, sidewalks, driveways and restoration at the ROW
- Return to the North Bound Lane and complete permanent curb lines, sidewalks, driveways and restoration at the ROW line.

**Sequence 3 – Station 1195+50 to 1212+50 (1,700.00 LF)**

- Construct the North Bound Lane and install associated storm drain piping. Do not construct curb lines, sidewalks and permanent driveway connections. Temp facilities for driveway access and pedestrian ways will need to be considered.
- Outfall connection at station +/- 1212+00 - Hercules
- Construct center lane and associated storm drain facilities connecting to all side streets and outfall location at sta. 1212+00, using the outfall location as the dewatering conveyance point.
- Construct the South Bound lane in its entirety to include curb lines, sidewalks, driveways and restoration at the ROW
- Return to the North Bound Lane and complete permanent curb lines, sidewalks, driveways and restoration at the ROW line.

**Sequence 4 – Station 1212+50 to 1227+50 (1,500.00 LF)**

- Construct the North Bound Lane and install associated storm drain piping. Do not construct curb lines, sidewalks and permanent driveway connections. Temp facilities for driveway access and pedestrian ways will need to be considered.
- Outfall connection at station +/- 1212+00 – Hercules can be used as well as the proposed outfall connection at sta. +/- 1219+90 – Bayview
- Construct center lane and associated storm drain facilities connecting to all side streets and outfall location at sta. 1212+00, using the outfall location as the dewatering conveyance point.
- Construct the South Bound lane in its entirety to include curb lines, sidewalks, driveways and restoration at the ROW
- Return to the North Bound Lane and complete permanent curb lines, sidewalks, driveways and restoration at the ROW line.

**Improvements to Estero Boulevard - Segment 3 & 4 Force Main, Bay Side Temp. Road Widening, & Beach Side Demo/Temp. Road Widening**  
**GMP Cost Estimate 04-17-17 revised 04-20-17**

<i>Description</i>	<i>GMP Cost Estimate</i>	<i>8,650 LF of Road Costs</i>	<i>%</i>
General Work Items	130,510.00	15	1.94%
Roadway: MOT, Site Demo, Earthwork & Utilities	4,783,048.68	553	70.97%
Asphalt Paving: Temp. Shoulders & Lane Construction	867,411.00	100	12.87%
Sidewalks and Curbs	N.A.	-	0.00%
Concrete PaveDrain System	N.A.	-	0.00%
Pavement Markings and Signage	N.A.	-	0.00%
Restoration and Landscape	N.A.	-	0.00%
Electrical Conduits & Pull Boxes	N.A.	-	0.00%
<b>SUB TOTAL</b>	<b>5,780,969.68</b>	<b>668</b>	<b>85.77%</b>
CM General Conditions	131,894.00	15	1.96%
GL Insurance (0.9%)	60,658.32	7	0.90%
Builders Risk Insurance	20,668.76	2	0.31%
Payment & Performance Bond Cost	46,414.45	5	0.69%
Permitting Fees By Owner	By Owner	-	0.00%
Engineer's Const. Admin. Support Services	By DDAI	-	0.00%
Certifications to Agencies & Project Close-Out	By DDAI	-	0.00%
CEI Services	By DDAI / JEI	-	0.00%
Public Information Officer (Cella Molnar & Assoc.)	By CMA	-	0.00%
CMAR Contingency 3%	173,429.09	20	2.57%
Owner Contingency 3%	173,429.09	20	2.57%
C.M Fees 5.75%	352,350.10	41	5.23%
<b>PROJECT TOTALS</b>	<b>6,739,813.49</b>	<b>779</b>	<b>100.00%</b>



**GMP Cost Estimate**  
**Bid Items Schedule for**  
**Improvements to Estero Boulevard-**  
**Segment 3 and 4 Force Main, Bay Side Temp. Road**  
**Widening, Beach Side Demo/Temp. Road Widening**

04-17-17

<b>CMAR GENERAL WORK ITEMS</b>						
Line Item	Pay Item	Description	Unit	Qty	Unit Cost	Total Cost
	101	Survey /Layout / As-builts	LS	1.00	\$ 44,050.00	\$ 44,050.00
	101-	Quality Control Testing	LS	1.00	\$ 16,460.00	\$ 16,460.00
	101-	Precon Video	LS	1.00	\$ 10,000.00	\$ 10,000.00
	101-	Flagman Crew	LS	1.00	\$ 60,000.00	\$ 60,000.00
<b>Subtotal</b>						<b>\$ 130,510.00</b>

<b>MOT, SITE DEMO, EARTHWORK &amp; UTILITIES</b>						
Line Item	Pay Item	Description	Unit	Qty	Unit Cost	Total Cost
001	101-1	MOB (Bond Cost)	LS	1.00	\$ 100,000.00	\$ 100,000.00
002	102-1	MOT	LS	1.00	\$ 475,000.00	\$ 475,000.00
003	102-3	Commercial Material for Driveway Maintenance	CY	500.00	\$ 90.00	\$ 45,000.00
004	104-10-3	Sediment Barrier	LF	5,000.00	\$ 2.00	\$ 10,000.00
005	104-11	Floating Turbidity Barrier	LF	500.00	\$ 10.00	\$ 5,000.00
006	104-18	Inlet Protection Devices	EA	50.00	\$ 100.00	\$ 5,000.00
007	110-1-1	Clearing and Grubbing	LS	1.00	\$ 650,000.00	\$ 650,000.00
008	110-7-1	Mailbox Remove and Replace	EA	100.00	\$ 200.00	\$ 20,000.00
009	1020-00	Forcemain Contingency Tank	MO	5,606.32	\$ 5.00	\$ 28,031.60
0010	1020-20	8-inch HDPE Directional Drill (allowance)	LF	1,120.00	\$ 152.25	\$ 170,520.00
0011	1020-22	10-inch HDPE Directional Drill	LF	1,270.00	\$ 200.00	\$ 254,000.00
0012	1020-30	18-inch HDPE Directional Drill (Allowance)	LF	800.00	\$ 250.00	\$ 200,000.00
0013	1020-31	18-inch HDPE Direct Bury	LF	7,750.00	\$ 170.08	\$ 1,318,120.00
0014	1030-20	8-inch Plug Valve	EA	4.00	\$ 4,042.25	\$ 16,169.00
0015	1030-25	10-inch Plug Valve	EA	4.00	\$ 13,000.00	\$ 52,000.00
0016	1030-30	18-Inch Plug Valve	EA	10.00	\$ 18,900.00	\$ 189,000.00
0017	1030-40	18-Inch P-Wye	EA	2.00	\$ 11,550.00	\$ 23,100.00
0018	1040-10	4-8 Inch DI Fittings MJ	TN	1.00	\$ 47,250.00	\$ 47,250.00
0019	1040-20	16-18 Inch DI Fittings MJ	TN	17.00	\$ 29,400.00	\$ 499,800.00
0020	1050-10	Air Release Valve Complete	EA	8.00	\$ 14,204.41	\$ 113,635.28
0021	1100-10	Remove Existing 6-inch FM	LF	1,120.00	\$ 18.90	\$ 21,168.00
0022	1100-20	Remove Existing 8-Inch FM	LF	1,270.00	\$ 25.20	\$ 32,004.00
0023	1100-30	Existing 16-inch FM Cut-Outs For Storm	EA	20.00	\$ 1,155.00	\$ 23,100.00
0024	1100-30	Grout Existing 16-Inch FM	LF	8,650.00	\$ 36.75	\$ 317,887.50
0025	1120-10	Connect 4" HDPE FM to Gravity Sewer	EA	2.00	\$ 2,122.31	\$ 4,244.62
0026	1120-20	Connect 8" HDPE FM to Gravity Sewer	EA	2.00	\$ 2,021.25	\$ 4,042.50
0027	1120-30	Connect 10" HDPE FM to Gravity Sewer	EA	2.00	\$ 4,200.00	\$ 8,400.00
0028	1140-10	Cut-In-Connect Existing 18-Inch FM	EA	2.00	\$ 8,715.00	\$ 17,430.00
0029	1140-20	Cut-In-Connect to Ex 16-Inch FM with Line Stop	EA	1.00	\$ 36,886.50	\$ 36,886.50
0030	1140-25	Cut-In-Connect to Ex 10-Inch FM	EA	2.00	\$ 2,250.00	\$ 4,500.00
0031	1140-30	Cut-In-Connect to Ex. 8-Inch FM	EA	1.00	\$ 1,155.00	\$ 1,155.00
0032	1150-10	6-Inch Pressure Clean-Out	EA	4.00	\$ 14,276.17	\$ 57,104.68
0033	1180-10	Testing	LS	1.00	\$ 33,500.00	\$ 33,500.00
<b>Sub-Total</b>						<b>\$ 4,783,048.68</b>

<b>ASPHALT PAVING: TEMP. SHOULDERS &amp; LANE CONSTRUCTION</b>						
Line Item	Pay Item	Description	Unit	Qty	Unit Cost	Total Cost
001	102-5	Temp Asphalt Shoulders	SY	16,531.00	\$ 21.00	\$ 347,151.00
002	102-6	Temp Asphalt Lane Construction	SY	17,940.00	\$ 29.00	\$ 520,260.00
<b>Sub-Total</b>						<b>\$ 867,411.00</b>

<b>Total Construction Cost</b>						<b>\$ 5,780,969.68</b>
--------------------------------	--	--	--	--	--	------------------------

<b>CM GENERAL CONDITIONS COST, FEES &amp; CONTINGENCY</b>						
Description	Unit	Qty	Unit Cost	Total Cost		
General Conditions	LS	1.00	\$ 131,894.00	\$ 131,894.00		
GL Insurance	LS	1.00	\$ 60,658.32	\$ 60,658.32		
Builder's Risk	LS	1.00	\$ 20,668.76	\$ 20,668.76		
Performance and Payment Bonds	LS	1.00	\$ 46,414.45	\$ 46,414.45		
CMAR Contingency (3%)	LS	1.00	\$ 173,429.09	\$ 173,429.09		
Owner Contingency (3%)	LS	1.00	\$ 173,429.09	\$ 173,429.09		
CM Fees (5.75%)	LS	1.00	\$ 352,350.10	\$ 352,350.10		
<b>Subtotal</b>						<b>\$ 958,843.82</b>

<b>Grand Total</b>						<b>\$ 6,739,813.50</b>
--------------------	--	--	--	--	--	------------------------

**GMP COST ESTIMATE**  
**LEE COUNTY DEPARTMENT OF TRANSPORTATION**  
**IMPROVEMENTS TO ESTERO BOULEVARD – SEGMENT 3 & 4 FORCE MAIN, BAY SIDE**  
**TEMP. ROAD WIDENING, & BEACH SIDE DEMO/TEMP. ROAD WIDENING**  
**CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS**

The clarifications, qualifications and assumptions set forth in this exhibit form an integral part of the Contract to which it is attached and to the extent necessary modify all other exhibits, terms and conditions of the Contract that may be contradictory or that may set forth different requirements to be complied with by Contractor. Where materials, quantities, products and component parts are specified in this exhibit, they shall control over any contrary provisions contained in other exhibits. Where statements are made that information, items or services will be provided or furnished by Owner, they constitute exclusions or alterations from the work that is otherwise set forth in the other terms and conditions of the Contract and its exhibits. Where they state that items are not included it means that the Work will be completed without the inclusion of such item and that if required by Owner it will be the basis for a change order or construction change directive. Where site conditions are specified, assumed, or assumptions as to the basis for pricing are set forth, they control over any more comprehensively stated requirements in the body of the Contract terms and conditions and constitute a limitation on the extent of the Work to be performed for the GMP Cost Estimate or fixed price as the case may be.

DIVISION #1 – GENERAL REQUIREMENTS

1. All applicable Permit fees are the responsibility of the Owner. We have not included the costs for Permitting Fees. The only exception to this is the Dewatering permit and NPDES Notice of Intent which the Utility Contractor is responsible to obtain.
2. Primary utility service costs are the responsibility of the Owner.
3. The Builder's Risk Insurance is included, except for Windstorm and Hail coverages. The Insurance carrier excluded Windstorm and Hail coverages from the Builder's Risk Insurance policy because it is a road project. The Owner to be responsible for Builder's Risk insurance losses due to deductibles, exclusions or limits as per the Contract.
4. We have not included providing Flood Insurance. The Insurance carriers will not provide this coverage on a Road project.
5. Included in the proposal are a payment/performance bond and subcontractor bonds at the sole discretion of Chris-Tel Construction. The payment and performance bond cost is included for a one year warranty.
6. We have not included any costs for CEI or Public Information Officer. We understand that DDAI has a separate agreement with the Lee County DOT for this scope of work.
7. All Chris-Tel Construction employees shall be billed based on the 'Exhibit D' Billable Rates. The billable rates include all labor, labor burden, and fringe benefits costs.

**GMP COST ESTIMATE  
LEE COUNTY DEPARTMENT OF TRANSPORTATION  
IMPROVEMENTS TO ESTERO BOULEVARD – SEGMENT 3 & 4 FORCE MAIN, BAY SIDE  
TEMP. ROAD WIDENING, & BEACH SIDE DEMO/TEMP. ROAD WIDENING  
CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS**

8. We have not included any requirements to comply with Davis Bacon Prevailing wage rates, Buy America, etc. if required by any part of your project funding sources.
9. We have included the Quality Control Testing as a cost of work item in lieu of a General Conditions cost item per Article 6.3.3 item 18 of our CMAR Phase II agreement.
10. We have included 3” of asphalt paving over compacted subgrade for the temporary M.O.T. shoulder pavement for Pay Item #102-5.
11. We have included 2” of asphalt, 8” of base (utilizing the millings) over compacted subgrade for the temporary M.O.T. Temp. Asphalt Lane Construction Pay Item #102-6. Lee County shall allow us use of a portion of the property next Lovers Key Boat ramp for storage of the millings for use as Temp. Asphalt Lane Construction.
12. This GMP Cost for the proposed Improvements to Estero Boulevard – Segment 3 & 4 Force Main, Bay Side Temp. Road Widening & Beach Side Demo/Temp. Road Widening is based upon our Bid Schedule of Pay Item quantities and their associated Unit Pricing. These were arrived at by use of the original 30% design documents, discussions with DDAI and Johnson Engineering and the attached Aerial plan sheet indicating the proposed scope of work for the Project and its Limits of work.



**Master Agreement  
Construction Management at Risk**

**THIS SECOND AMENDMENT** to the Construction Management at Risk dated April 7, 2015, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Lee County, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners (County), and Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, a Florida Corporation, duly licensed to do business in the State of Florida (the "Construction Manager" or "CMAR").

**RECITALS**

Whereas, the County desires to construct the Improvements to Estero Boulevard located in Fort Myers Beach, within Lee County, Florida; and

Whereas, the CMAR and the County entered into a Construction Management At Risk Agreement Phase I Pre-Construction Services Agreement dated April 7, 2015 and Phase II Construction Services Agreement dated April 7, 2015, according to the selection of the CMAR pursuant to Request for Qualifications (RFQ) 140308; and

Whereas, the CMAR and the County completed Phase I Pre-Construction Services for Segment 1; and

Whereas, the CMAR and the County executed Amendment 1 for Segment 1 for Phase II of the Construction Services Agreement on April 29, 2015 for the construction of Segment 1; and

Whereas, the CMAR and the County executed Amendment 1 for Segment 2 for Phase I for Pre-Construction Services; and

Whereas, the CMAR and the County contemplated that subsequent construction of Segments would be necessary to complete the desired improvements to Estero Boulevard; and

Whereas, the County and the CMAR desire to amend the Construction Management at Risk Agreement to clarify the titling of the documents and provide an Amendment for the next Phase II Segments ; and

Whereas, except as is specifically amended or modified herein, all of the terms and conditions of the Construction Management at Risk Agreement for the Project are hereby ratified and confirmed, and shall remain in full force and effect.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and compensation herein, the County and the CMAR agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein as if set forth below.
2. **Construction Management At Risk Agreement.** Phase I Preconstruction Service Agreement Service Agreement and Phase II Construction Services Agreements should be collectively referred to as the Master Agreement Construction Management at Risk.
3. **First Amendment to Master Agreement.** The document titled Amendment 1 - Segment 1 for Phase II is intended to and should be referred to as First Amendment to the Master Agreement pursuant to Construction Manager Agreement Phase II Segment 1 (page 9); and Article 5 CHANGE IN THE WORK OR TERMS OF CONTRACT DOCUMENTS.
4. **Change Order No. 1 to the Master Agreement.** The document titled Amendment 1 - Segment 2 for Phase I is intended to and should be referred to as Change Order No. 1 to the Master Agreement pursuant to Construction Management Agreement at Risk Phase I Segment 1 Exhibit B (page 50).
5. **Designation of Remaining Phases.** Should the County continue with the CMAR, the remaining phases will be designated as follows:

	Segment 2	Segment 3	Segment 4	Segment 5	Segment 6
Phase I (Pre-Construction)	N/A	Change Order 3	Change Order 4	Change Order 5	Change Order 6
Phase II (Construction)	Second Amendment	Third Amendment	Fourth Amendment	Fifth Amendment	Sixth Amendment
Phase II Scope of Work Change Orders	Second Amendment, Change Order 1, 2, etc.; abbreviated 2A <sub>co1</sub> , 2A <sub>co2</sub> ...	Third Amendment, Change Order 1, 2, etc.; abbreviated 3A <sub>co1</sub> , 3A <sub>co2</sub> ...	Fourth Amendment, Change Order 1, 2, etc.; abbreviated 4A <sub>co1</sub> , 4A <sub>co2</sub> ...	Fifth Amendment, Change Order 1, 2, etc.; abbreviated 5A <sub>co1</sub> , 5A <sub>co2</sub> ...	Sixth Amendment, Change Order 1, 2, etc.; abbreviated 6A <sub>co1</sub> , 6A <sub>co2</sub> ...

6. The construction drawings for Roadway Improvements for Segment 2 of the Project are ninety percent (90%) complete and Force Main, site preparation, and sanitary sewer ("Utilities") for Segments 3 and 4 are thirty percent (30%) complete and the Construction Manager and the County desire to establish a GMP for the construction costs and construction management fees associated with Segment 2 (roadway) and Utilities for Segments 3 & 4 of the Project and to specify such other matters as are to be addressed in connection with the establishment of the GMP for Segment 2 (Roadway) and Utilities for Segments 3 & 4 for the Project, to be called GMP; and

7. **Establishment of Guaranteed Maximum Price for Segment 2 (Roadway) and Utilities for Segments 3 & 4 (GMP).** The parties hereby agree that the Guaranteed Price for Segment 2 of the Project shall be **Eighteen Million, Two Hundred Eighty Four Thousand, Four Hundred Eighty Three Dollars and Ninety Cents (\$18,284,483.90)**. In no event shall the Cost of Segment 2 and Utilities for Segments 3 & 4 of the Project and the Construction Manager's Fee exceed the GMP, as adjusted by any County approved change orders.
  
8. **Scope of Work.** The County and CMAR recognize that combining work activities within one (1) or more Segments of this Project may be in the best interest of the County. The parties also recognize that construction of sanitary sewer, including force main ("Utilities"), requires scheduling that may not be consistent with roadway construction schedules of the Segments. The County and CMAR hereby agree that Utilities work shall proceed as authorized by Phase II Amendments to the Master Agreement; Utilities work, if any, shall be set forth as part of the scope of work authorized by Phase II Amendments and the cost of such work shall be included in the Phase II GMP. To that end, the CMAR shall proceed to perform for the GMP the complete scope of work as defined in or reasonably inferable from the following documents:
  - 8.1 The Agreement between the County and CMAR for the Project dated April 7, 2015, and all the amendments hereto.
  - 8.2 The Scope of Work for Segment 2 (Roadway) and Utilities for Segments 3 & 4 of the Project more particularly described in the GMP Scope of Work attached hereto as Exhibit "G" and incorporated herein by reference; and
  - 8.3 The GMP breakdown more particularly described in Exhibit "H" attached hereto and incorporated herein by reference.
  
9. **Schedule for Segment 2 of the Project.**
  - 9.1 **Substantial Completion Date.** The parties agree that the Substantial Completion Date Certain for Segment 2 - Phase II is **four hundred, thirty (430) calendar days** from issuance of Notice to Proceed.
  - 9.2 **The Final Completion Date.** The parties agreed that the Final Completion Date Certain for Segment 2 - Phase II is **four hundred, sixty (460) calendar days** from issuance of the Notice to Proceed. The total Project must be completed and ready for final payment in accordance with Article 6 on or before the Final Completion Date Certain for total Project.
  
10. **Liquidated Damages.** Upon failure of CMAR to Substantially Complete Segment 2 - Phase II of the Project on or before the Substantial Completion Date Certain, plus approved time extensions, CMAR will pay to County the sum of **Four thousand six hundred ninety eight and No/Dollars (\$4,698)** for each

calendar day after the time specified as the Substantial Completion Date Certain, plus any approved extensions for Substantial Completion. This amount is not a penalty but is liquidated damages to County for its inability to obtain full beneficial occupancy of the Project.

Liquidated damages are hereby fixed and agreed upon between the parties, consistent with the guidelines set forth by FDOT pursuant to Fla. Stat. 337.18(2) as jointly and collaboratively prepared and attached as Exhibit "I" and incorporated herein by reference, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any questions of dispute concerning the amount of said damages and the cost and the effect of the failure of CMAR to complete the Project on time. The above-stated liquidated damages will apply separately to Segment 2 of the Project for which a time for completion is given.

11. **General Condition Costs:** Bonds and Insurance shall not be considered part of the General Conditions Costs as enumerated in Article 6.3.3 of the Phase II Master Agreement Construction Management at Risk.

The Payment and Performance Bond for Segment 2 – Phase II of the Project is attached hereto as Exhibit "J" and incorporated herein by reference. Evidence of the requisite insurance coverage for Portion I of the Project, as specified in Article 10 of the Phase II Master Agreement Construction Management at Risk, is attached hereto as Exhibit "K" and incorporated herein by reference.

12. **Schedule of Values.** The parties agree that the Schedule of Values to be used in connection with Segment 2 of the Project shall be that Schedule attached hereto as Exhibit "L" and incorporated herein by reference.

The CMAR's General Conditions Cost and Direct Construction Cost must be segregated and detailed in a manner satisfactory to the Project Manager to evaluate the charges. The Request for Payment must indicate the percentages of completion of each portion of the Work, and the total Work, as of the end of the period covered by the Application for Payment when the amounts are approved.

13. **Interpretation.** The provisions of this Second Amendment modify and change the provisions of the Phase II Master Agreement Construction Management at Risk dated April 7, 2015. To the extent the provisions of this Phase II Master Agreement Construction Management at Risk are not modified or changed by virtue of the provisions of this Amendment, they shall remain in full force and effect. In the event of any conflict or inconsistency between the two provisions of this Amendment and the provisions of Phase II Master Agreement Construction Management at Risk, the provisions of the Phase II Master Agreement Construction Management at Risk shall control.



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the day and year first above written. Lee County, through its Board of County Commissioners, authorized the County Chair to execute this Agreement on the \_\_\_ day of \_\_\_\_\_, 2017.

**WITNESSES:**

Latesha R. Askey  
(Signature)

Latesha R. Askey  
(Printed Name)

Julie DePiro  
(Signature)

Julie DePiro  
(Printed Name)

(Corporate seal)

ATTEST  
CLERK OF THE COURT, Linda  
Doggett

By: \_\_\_\_\_  
Deputy Clerk

**CHRIS-TEL COMPANY OF  
SOUTHWEST FLORIDA, INC. d/b/a  
CHRIS-TEL CONSTRUCTION**  
2534-A Edison Avenue  
Fort Myers, Florida 33901  
(239)226-0500

By: [Signature]  
Name: Howard L. Winkler II  
Title: PRESIDENT

Date: 4/27/17

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

By: \_\_\_\_\_  
John Manning, Chair

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR THE  
RELIANCE FO LEE COUNTY ONLY

By: \_\_\_\_\_  
Assistant County Attorney

- Exhibits:  
G. GMP Scope of Work  
H. GMP Breakdown  
I. Liquidated Damages Calculation  
J. Payment and Performance Bond  
K. CMAR Certificate of Insurance  
L. Schedule of Values

Exhibit G  
GMP SCOPE OF WORK

In addition to the Scope of Work defined in Article 2 and Exhibit B of the Phase II Construction Services Agreement, The CMAR agrees to furnish the following services for GMP:

1. The Scope of Work consists of the construction of the roadway and utilities improvements to Segment 2 of Estero Boulevard, located between Lovers Lane and Strandview Avenue as shown on the Project Plans as listed below:
  - a. Segment 2 Roadway Plans - Prepared by David Douglas Associates, Inc. 90% Bid Documents.
  - b. Segment 2 Signing and Pavement Marking Plans - Prepared by David Douglas Associates, Inc. 90% Bid Documents.
  - c. Segment 2 Conduit Plans - Prepared by David Douglas Associates, Inc. 90% Bid Documents.
  - d. Segment 2 Emergency Signal Plans - Prepared by Trebilcock Consulting Solutions, PA 90% Bid Documents.

\*See Detailed Enumeration of Documents dated 02/21/2017 included in Exhibit H.

2. The Scope of Work consists of the construction of the Force Main, Bay Side Temp. Road Widening & Beach Side Demo/Temp. Road Widening to Segments 3 & 4 of Estero Boulevard, located between Strandview Avenue and Albatross Street. The scope is based on the 30% project plans; discussions with David Douglas Associates, Inc. and Johnson Engineering, Inc.; and the aerial plan sheet and List of Clarifications, Qualifications & Assumptions included in Exhibit H.

Exhibit H  
GMP Breakdown

Fixed Fee with a Guaranteed Maximum Price for Segment 2 (Roadway) and Utilities for Segments 3 & 4.

	Total
a) Direct Construction Costs	\$ 14,749,376.13
b) General Conditions Cost	\$ 1,202,854.00
c) Construction Management Fee	\$ 909,288.14
d) Contingency	\$ 1,064,330.70
e) Sales Tax recovery Savings	\$ -
f) Bond	\$ 127,227.14
g) Insurance	\$ 231,407.79
<b>Total GMP (All Inclusive)</b>	<b>\$ 18,284,483.90</b>

# CHRIS-TEL CONSTRUCTION

March 3, 2017 revised April 20, 2017

Mr. Robert K. Phelan, P.E.  
Senior Engineer  
Lee County Department of Transportation  
1500 Monroe Street  
Ft. Myers, FL 33901

RE: Improvements to Estero Boulevard – Segment 2 and  
Improvements to Estero Boulevard – Segment 3 & 4 Force Main, Bay Side Temp. Road  
Widening, & Beach Side Demo/Temp. Road Widening

Mr. Phelan:

Chris-Tel Construction is pleased to provide you with these GMP Cost Estimates for the proposed "Improvements to Estero Boulevard – Segment 2" and "Improvements to Estero Boulevard – Segment 3 & 4 Force Main, Bay Side Temp. Road Widening, & Beach Side Demo/Temp. Road Widening". These GMP Cost Estimates were based upon the Bid Set Documents as prepared by DDAI, List of Pay Items and our Clarifications, Qualifications and Assumptions. The GMP Costs are as follows:

GMP Cost Estimate for Segment 2 is.....	\$11,544,670.41
GMP Cost Estimate for Segment 3 & 4 Force Main, Bay Side Temp. Road Widening, & Beach Side Demo/Temp. Road Widening.....	\$ 6,739,813.49
Total GMP Cost	\$18,284,483.90

The Option to provide FDOT #4 Stone in lieu of #57 Stone for the French Drains  
Pay Items 443-70-4 & 443-70-5 is an Add of ..... \*Not Available

We have attached our GMP Cost Summaries and GMP Cost Detailed Bid Schedule breakdowns for your review. Our construction duration from NTP for both projects is 430 calendar days for substantial completion and 460 calendar days for final completion. If you have any questions or need any additional information feel free to call.

Sincerely,  
CHRIS-TEL CONSTRUCTION



Joe L. Pressler  
Manager of Estimating

Attachments:

- Segment 2 GMP Cost Summary Estimate dated 03-03-17 revised 04-20-17
- Segment 2 GMP Cost Detailed Bid Schedule – Pay Items dated 03-03-17 revised 04-19-17
- Segment 2 Clarifications, Qualifications and Assumptions dated 02-21-17
- Segment 2 Enumeration of the Project Documents dated 02-21-17
- Prelim Schedule & Sequencing dated 02-21-17
- Segment 3 & 4 GMP Cost Summary Estimate dated 04-17-17 revised 04-20-17
- Segment 3 & 4 GMP Cost Detailed Bid Schedule – Pay Items dated 04-17-17
- Segment 3 & 4 Clarifications, Qualifications and Assumptions dated 04-17-17

2534-A Edison Avenue | Fort Myers, FL 33901 | (239) 226-0500 P | (239) 226-0503 F | [www.ChrisTelConstruction.com](http://www.ChrisTelConstruction.com)



GENERAL CONTRACTORS LICENSE # CGC038604



**Improvements to Estero Boulevard - Segment 2**  
**GMP Cost Estimate 03-03-17 revised 04-20-17**

<i>Description</i>	<i>GMP Cost Estimate</i>	<i>6,370 LF of Road Costs</i>	<i>%</i>
General Work Items, Survey, Quality Testing & Pre-Con Video	723,360.00	114	6.27%
Roadway: MOT, Site Demo, Earthwork, Storm Drainage & Utilities	5,217,616.00	819	45.20%
Asphalt Paving	818,346.40	128	7.09%
Sidewalks and Curbs	662,982.75	135	7.48%
Concrete PaveDrain System	835,643.50	131	7.24%
Pavement Markings and Signage	119,969.85	19	1.04%
Electrical: Signalization, Conduits & Pull Boxes	390,487.95	61	3.38%
<b>SUB TOTAL</b>	<b>8,968,406.45</b>	<b>1,408</b>	<b>77.68%</b>
CM General Conditions	1,070,960.00	168	9.28%
GL Insurance (0.9%)	103,902.03	16	0.90%
Builders Risk Insurance	46,178.68	7	0.40%
Payment & Performance Bond Cost	80,812.69	13	0.70%
Permitting Fees By Owner	By Owner	-	0.00%
Engineer's Const. Admin. Support Services	By DDAI	-	0.00%
Certifications to Agencies & Project Close-Out	By DDAI	-	0.00%
CEI Services	By JEI	-	0.00%
Public Information Officer (Celia Molnar & Assoc.)	By CMA	-	0.00%
CMAR Contingency 4%	358,736.26	56	3.11%
Owner Contingency 4%	358,736.26	56	3.11%
C.M Fees 5.75%	556,938.04	87	4.82%
<b>PROJECT TOTALS</b>	<b>\$11,544,670.41</b>	<b>1,812</b>	<b>100.00%</b>



02-21-17

**GMP COST ESTIMATE  
LEE COUNTY DEPARTMENT OF TRANSPORTATION  
IMPROVEMENTS TO ESTERO BOULEVARD – SEGMENT 2  
CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS**

The clarifications, qualifications and assumptions set forth in this exhibit form an integral part of the Contract to which it is attached and to the extent necessary modify all other exhibits, terms and conditions of the Contract that may be contradictory or that may set forth different requirements to be complied with by Contractor. Where materials, quantities, products and component parts are specified in this exhibit, they shall control over any contrary provisions contained in other exhibits. Where statements are made that information, items or services will be provided or furnished by Owner, they constitute exclusions or alterations from the work that is otherwise set forth in the other terms and conditions of the Contract and its exhibits. Where they state that items are not included it means that the Work will be completed without the inclusion of such item and that if required by Owner it will be the basis for a change order or construction change directive. Where site conditions are specified, assumed, or assumptions as to the basis for pricing are set forth, they control over any more comprehensively stated requirements in the body of the Contract terms and conditions and constitute a limitation on the extent of the Work to be performed for the GMP Cost Estimate or fixed price as the case may be.

DIVISION #1 – GENERAL REQUIREMENTS

1. All applicable Permit fees are the responsibility of the Owner. We have not included the costs for Permitting Fees. The only exception to this is the Dewatering permit and NPDES Notice of Intent which the Utility Contractor is responsible to obtain.
2. Primary utility service costs are the responsibility of the Owner.
3. The Builder's Risk Insurance is included, except for Windstorm and Hail coverages. The Insurance carrier excluded Windstorm and Hail coverages from the Builder's Risk Insurance policy because it is a road project. The Owner to be responsible for Builder's Risk insurance losses due to deductibles, exclusions or limits as per the Contract.
4. We have not included providing Flood Insurance. The Insurance carriers will not provide this coverage on a Road project.
5. Included in the proposal are a payment/performance bond and subcontractor bonds at the sole discretion of Chris-Tel Construction. The payment and performance bond cost is included for a one year warranty.
6. We have not included any costs for CEI or Public Information Officer. We understand that there will be separate agreements with the Lee County DOT for those scopes of work.



02-21-17

**GMP COST ESTIMATE  
LEE COUNTY DEPARTMENT OF TRANSPORTATION  
IMPROVEMENTS TO ESTERO BOULEVARD – SEGMENT 2  
CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS**

7. All Chris-Tel Construction employees shall be billed based on the 'Exhibit D' Billable Rates. The billable rates include all labor, labor burden, and fringe benefits costs.
8. We have not included any requirements to comply with Davis Bacon Prevailing wage rates, Buy America, etc. if required by any part of your project funding sources.
9. We have included the Quality Control Testing as a cost of work item in lieu of a General Conditions cost item per Article 6.3.3 item 18 of our CMAR Phase II agreement.

**DIVISION #2 – SITEWORK**

1. We have included 3" of asphalt paving over compacted subgrade for the temporary M.O.T. shoulder pavement widening where necessary.
2. We have included only the Trenching, Conduits and Pull Boxes required for the Lee County and Street Lighting requirements shown on the Addendum 1 Conduit Plans. The Summit Broadband, Century Link and FPL Conduits and Pull Boxes are not included within this GMP cost estimate. We used the Conduit responsibility breakdown tabulation prepared by DDAI dated 2-16-17 for this GMP cost estimate.

**Improvements to Estero Blvd – Segment 2 Phase II  
ENUMERATION OF DOCUMENTS  
02/21/2017**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	ADDENDUM 1	
	<i>Roadway Plans</i>				
1	Key Sheet	1/3/17			
2	Signature Sheet	1/3/17			
3	Typical Sections	1/3/17	Optional base/Porous Paver width	1/23/17	
4	Typical Sections	1/3/17	Base/Sidewalk width/Bike lane begins	1/23/17	
5	Typical Sections	1/3/17	Optional base/Porous Paver width	1/23/17	
6	Typical Sections	1/3/17	Optional Base/Trolley Stop	1/23/17	
7	Typical Detail	1/3/17		1/23/17	
8	Typical Detail	1/3/17		1/23/17	
9	Typical Detail	1/3/17	Depth for Type C Inlet Skimmer Box	1/23/17	
SQ-1	Summary of Quantities	1/3/17		1/23/17	
SQ-2	Summary of Quantities	1/3/17		1/23/17	
SQ-3	Summary of Quantities	1/3/17		1/23/17	
SQ-4	Summary of Quantities	1/3/17		1/23/17	
SQ-5	Summary of Quantities	1/3/17		1/23/17	
SQ-6	Summary of Quantities	1/3/17		1/23/17	
SQ-7	Summary of Quantities	1/3/17		1/23/17	
SQ-8	Summary of Quantities	1/3/17		1/23/17	
SQ-9	Summary of Quantities	1/3/17		1/23/17	
SQ-10	Summary of Quantities	1/3/17		1/23/17	
SQ-11	Summary of Quantities	1/3/17		1/23/17	
SQ-12	Summary of Quantities	1/3/17		1/23/17	
SQ-13	Summary of Quantities	1/3/17		1/23/17	
SQ-14	Summary of Quantities	1/3/17		1/23/17	
SQ-15	Summary of Quantities	1/3/17		1/23/17	
SQ-16	Summary of Quantities	1/3/17		1/23/17	
SQ-17	Summary of Quantities	1/3/17		1/23/17	
SQ-18	Summary of Quantities	1/3/17		1/23/17	
SQ-19	Summary of Quantities	1/3/17		1/23/17	
SQ-20	Summary of Quantities	1/3/17		1/23/17	
SQ-21	Summary of Quantities	1/3/17		1/23/17	
SQ-22	Summary of Quantities	1/3/17		1/23/17	
SQ-23	Summary of Quantities	1/3/17		1/23/17	
SQ-24	Summary of Quantities	1/3/17		1/23/17	
SQ-25	Summary of Quantities	1/3/17		1/23/17	
11	Summary of Drainage Structures	1/3/17			
12	Summary of Drainage Structures	1/3/17			
13	Project Layout	1/3/17			
14	Project Layout	1/3/17			
15	Project Layout	1/3/17			
16	Project Layout	1/3/17			
17	Project Notes	1/3/17		1/23/17	
18	Plan and Profile	1/3/17		1/23/17	
19	Plan and Profile	1/3/17		1/23/17	



**Improvements to Estero Blvd – Segment 2 Phase II  
 ENUMERATION OF DOCUMENTS  
 02/21/2017**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	ADDENDUM 1	
20	Plan and Profile	1/3/17		1/23/17	
21	Plan and Profile	1/3/17		1/23/17	
22	Plan and Profile	1/3/17		1/23/17	
23	Plan and Profile	1/3/17		1/23/17	
24	Plan and Profile	1/3/17		1/23/17	
25	Plan and Profile	1/3/17		1/23/17	
26	Plan and Profile	1/3/17		1/23/17	
27	Plan and Profile	1/3/17		1/23/17	
28	Plan and Profile	1/3/17		1/23/17	
29	Plan and Profile	1/3/17		1/23/17	
30	Plan and Profile	1/3/17		1/23/17	
31	Drainage Structures	1/3/17		1/23/17	
32	Drainage Structures	1/3/17		1/23/17	
33	Drainage Structures	1/3/17		1/23/17	
34	Drainage Structures	1/3/17		1/23/17	
35	Drainage Structures	1/3/17		1/23/17	
36	Drainage Structures	1/3/17		1/23/17	
37	Drainage Structures	1/3/17		1/23/17	
38	Drainage Structures	1/3/17		1/23/17	
39	Drainage Structures	1/3/17		1/23/17	
40	Drainage Structures	1/3/17		1/23/17	
41	Drainage Structures	1/3/17		1/23/17	
42	Drainage Structures	1/3/17		1/23/17	
43	Drainage Structures	1/3/17		1/23/17	
44	Drainage Structures	1/3/17		1/23/17	
45	Drainage Structures	1/3/17		1/23/17	
46	Drainage Structures	1/3/17		1/23/17	
47	Drainage Structures	1/3/17		1/23/17	
48	Drainage Structures	1/3/17		1/23/17	
49	Drainage Structures	1/3/17		1/23/17	
50	Drainage Structures	1/3/17		1/23/17	
51	Drainage Structures	1/3/17		1/23/17	
52	Drainage Structures	1/3/17		1/23/17	
53	Drainage Structures	1/3/17		1/23/17	
54	Drainage Structures	1/3/17		1/23/17	
55	Drainage Structures	1/3/17		1/23/17	
56	Drainage Structures	1/3/17		1/23/17	
57	Drainage Structures	1/3/17		1/23/17	
58	Drainage Structures	1/3/17		1/23/17	
59	Drainage Structures	1/3/17		1/23/17	
60	Drainage Structures	1/3/17		1/23/17	
61	Drainage Structures	1/3/17		1/23/17	
62	Drainage Structures	1/3/17		1/23/17	
63	Drainage Structures	1/3/17		1/23/17	
64	Drainage Structures	1/3/17		1/23/17	

**Improvements to Estero Blvd – Segment 2 Phase II**  
**ENUMERATION OF DOCUMENTS**  
**02/21/2017**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	ADDENDUM 1
65	Drainage Structures	1/3/17		1/23/17
66	Drainage Structures	1/3/17		1/23/17
67	Drainage Structures	1/3/17		1/23/17
68	Drainage Structures	1/3/17		1/23/17
69	Drainage Structures	1/3/17		1/23/17
70	Drainage Structures	1/3/17		1/23/17
71	Drainage Structures	1/3/17		1/23/17
72	Roadway Soil Survey	4/11/16		
73	Cross Section	1/3/17		1/23/17
74	Cross Section	1/3/17		1/23/17
75	Cross Section	1/3/17		1/23/17
76	Cross Section	1/3/17		1/23/17
77	Cross Section	1/3/17		1/23/17
78	Cross Section	1/3/17		1/23/17
79	Cross Section	1/3/17		1/23/17
80	Cross Section	1/3/17		1/23/17
81	Cross Section	1/3/17		1/23/17
82	Cross Section	1/3/17		1/23/17
83	Cross Section	1/3/17		1/23/17
84	Cross Section	1/3/17		1/23/17
85	Cross Section	1/3/17		1/23/17
86	Cross Section	1/3/17		1/23/17
87	Cross Section	1/3/17		1/23/17
88	Cross Section	1/3/17		1/23/17
89	Cross Section	1/3/17		1/23/17
90	Cross Section	1/3/17		1/23/17
91	Cross Section	1/3/17		1/23/17
92	Cross Section	1/3/17		1/23/17
93	Cross Section	1/3/17		1/23/17
94	Cross Section	1/3/17		1/23/17
95	Cross Section	1/3/17		1/23/17
96	Cross Section	1/3/17		1/23/17
97	Cross Section	1/3/17		1/23/17
98	Cross Section	1/3/17		1/23/17
99	Cross Section	1/3/17		1/23/17
100	Cross Section	1/3/17		1/23/17
101	Cross Section	1/3/17		1/23/17
102	Cross Section	1/3/17		1/23/17
103	Cross Section	1/3/17		1/23/17
104	Cross Section	1/3/17		1/23/17
105	Cross Section	1/3/17		1/23/17
106	Cross Section	1/3/17		1/23/17
107	Cross Section	1/3/17		1/23/17
108	Cross Section	1/3/17		1/23/17
109	Cross Section	1/3/17		1/23/17

**Improvements to Estero Blvd – Segment 2 Phase II**  
**ENUMERATION OF DOCUMENTS**  
**02/21/2017**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	ADDENDUM 1
110	Cross Section	1/3/17		1/23/17
111	Cross Section	1/3/17		1/23/17
112	Cross Section	1/3/17		1/23/17
113	Cross Section	1/3/17		1/23/17
114	Cross Section	1/3/17		1/23/17
115	Cross Section	1/3/17		1/23/17
116	Cross Section	1/3/17		1/23/17
117	Utility Adjustments	1/3/17		
118	Utility Adjustments	1/3/17		
119	Utility Adjustments	1/3/17		
120	Utility Adjustments	1/3/17		
121	Utility Adjustments	1/3/17		
122	Utility Adjustments	1/3/17		
123	Utility Adjustments	1/3/17		
124	Utility Adjustments	1/3/17		
125	Utility Adjustments	1/3/17		
126	Utility Adjustments	1/3/17		
127	Utility Adjustments	1/3/17		
128	Utility Adjustments	1/3/17		
129	Utility Adjustments	1/3/17		
UTV-1	Summary of Verified Utilities	1/3/17	All Station & Offset data/Possible communication or buried electric	
UTV-2	Summary of Verified Utilities	1/3/17	All Station & Offset data	
UTV-3	Summary of Verified Utilities	1/3/17	All Station & Offset data	
UTV-4	Summary of Verified Utilities	1/3/17	Offset data/ possible 1.50" PE FOC	
UTV-5	Summary of Verified Utilities	1/3/17	All Station & Offset data	
UTV-6	Summary of Verified Utilities	1/3/17	All Station & Offset data	
UTV-7	Summary of Verified Utilities	1/3/17	All Station & Offset data	
UTV-8	Summary of Verified Utilities	1/3/17	All Station & Offset data	
UTV-9	Summary of Verified Utilities	1/3/17	All Station & Offset data	
	<b><i>Lee County Utilities</i></b>	1/3/17		
01	Cover	10/7/16	Revised for bid set 12/16/16	
02	Notes & Legend	10/7/16	Revised for bid set 12/16/16	
03	Summary of Sanitary Manholes	10/7/16	Revised for bid set 12/16/16	
04	Summary of Verified Utilities	10/7/16	Revised for bid set 12/16/16	
05	Conflict Table	10/7/16	Revised for bid set 12/16/16	
06	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
07	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
08	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
09	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
10	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
11	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
12	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
13	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	
14	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16	

**Improvements to Estero Blvd – Segment 2 Phase II  
 ENUMERATION OF DOCUMENTS  
 02/21/2017**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	ADDENDUM 1	
15	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16		
16	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16		
17	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16		
18	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16		
19	Utility Plan and Profile	10/7/16	Revised for bid set 12/16/16		
20	Details (1)	10/7/16	Revised for bid set 12/16/16		
21	Details (2)	10/7/16	Revised for bid set 12/16/16		
22	Details (3)	10/7/16	Revised for bid set 12/16/16		
	<b><u>Signage &amp; Pavement Markings Plans</u></b>				
S-1	Key Sheet	1/3/17			
S-2	Tabulation of Quantities	1/3/17		1/23/17	
S-3	Tabulation of Quantities	1/3/17		1/23/17	
S-4	General Notes	1/3/17		1/23/17	
S-5	Signing and Paving Marking Plans	1/3/17			
S-6	Signing and Paving Marking Plans	1/3/17		1/23/17	
S-7	Signing and Paving Marking Plans	1/3/17		1/23/17	
S-8	Signing and Paving Marking Plans	1/3/17		1/23/17	
S-9	Signing and Paving Marking Plans	1/3/17		1/23/17	
S-10	Signing and Paving Marking Plans	1/3/17		1/23/17	
S-11	Signing and Paving Marking Plans	1/3/17		1/23/17	
S-12	Signing and Paving Marking Plans	1/3/17		1/23/17	
S-13	Signing and Paving Marking Plans	1/3/17		1/23/17	
S-14	Signing and Paving Marking Plans	1/3/17		1/23/17	
S-15	Signing and Paving Marking Plans	1/3/17		1/23/17	
S-16	Signing and Paving Marking Plans	1/3/17		1/23/17	
S-17	Signing and Paving Marking Plans	1/3/17		1/23/17	
	<b><u>Conduit Plans</u></b>				
L-1	Key Sheet	1/3/17		1/23/17	
L-2	Tabulation of Quantities/Notes & Legend	1/3/17		1/23/17	
L-3	Conduit Plans	1/3/17		1/23/17	
L-4	Conduit Plans	1/3/17		1/23/17	
L-5	Conduit Plans	1/3/17		1/23/17	
L-6	Conduit Plans	1/3/17		1/23/17	
L-7	Conduit Plans	1/3/17		1/23/17	
L-8	Conduit Plans	1/3/17		1/23/17	
	<b><u>Emergency Signals Plans</u></b>				
T1	Key Sheet	12/30/16			
T2	Tabulation of Quantities	12/30/16			
T3	General Notes & Emergency Signal Pole	12/30/16			
T4	Emergency Signal Plan	12/30/16			
TS	Emergency Signal Mast Arm & Pole Tabulation	12/30/16			

**Improvements to Estero Blvd – Segment 2 Phase II  
 ENUMERATION OF DOCUMENTS  
 02/21/2017**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	ADDENDUM 1	
	<b><i>Geotechnical Report</i></b>				
	Cover	4/27/16	Page 1		
	Report	4/27/16	Pages 2-3		
	Introduction	4/27/16	Page 4		
	Observations	4/27/16	Pages 4-8		
	Engineering Evaluation and Recommendations	4/27/16	Pages 9-10		
	Dewatering of Excavations	4/27/16	Page 11		
	Site Preparation Procedures	4/27/16	Page 11		
	Asphalt Evaluation	4/27/16	Pages 12-13		
	Report Limitations	4/27/16	Page 13		
	Basis for Recommendations	4/27/16	Page 13		
	Appendix A- Vicinity Map	4/27/16			
	Appendix B- Test Location Plan	4/27/16			
	Appendix C- Notes Related to Borings	4/27/16			
	Appendix D- Record of SPT and HA Boring Logs	4/27/16			
	Appendix E- Discussion of Soil Groups	4/27/16			
	Appendix F- Hydrologic Soil Map	4/27/16			
	Appendix G- Roadway Soil Survey	4/27/16			
	Appendix H- Gradation Test Results	4/27/16			
	Appendix I- Soil Corrosive Series Test Results	4/27/16			
	Appendix J- Asphalt/Shellrock Thickness by Core Determination	4/27/16			
	Appendix K- Asphalt Bulk Specific Gravity	4/27/16			
	Appendix L- Limerock Bearing Ratio (LBR) Results	4/27/16			
	Appendix M- Asphalt Core Photographs	4/27/16			
	<b><i>Part H-Technical Specifications</i></b>				
	FDOT Standard Specifications	12/2016	Page H-2		
	Lee County Special Provisions	12/2016	Pages H-LCSP-1 TO H-LCSP-6	1/23/17	
	FDOT Special Provisions	12/2016	Pages H-FSP-1 TO H-FSP-7		
	Lee County Supplemental Specifications	12/2016	Pages H-SS-1 TO H-SS-8		
	FDOT Supplemental Specifications	12/2016	Pages H-FSS-1 TO H-FSS-10		
	Lee County Traffic Specifications	12/2016	Page H-TS-1		
	Lee County Utility Specifications	12/2016	Pages H-LCU-1 TO H-LCU-12		
	<b><i>Addendum 1</i></b>	1/23/17		1/23/17	

**Estero Blvd Segment 2 Roadway Construction Sequencing:**

Included in the Estero Blvd Segment 2 Technical Specification the following information can be found on page H-LCSP-5 in Article 8-4.5 Table1. Bidders shall pay special attention to the availability of shared outfall locations and the time they are anticipated to be available for connection. The shared outfalls as noted in Table 1 will be constructed by others and connected to by the selected 2A subcontractor. Dewatering operations for the center drain will need to use these outfall locations and connections to convey dewatering discharge from the center drain construction areas.

<b>Outfall Location</b>	<b>Anticipated Availability Date</b>	<b>Pavement Construction Limits</b>
Segment 1	May 1, 2018	1163+80 to 1170+80
Donora	November 1, 2017	1170+80 to 1175+00
Eucalyptus Court	June 1, 2017	1175+00 to 1182+00
Jefferson Street	July 1, 2017	1182+00 to 1190+30
Connecticut Street	December 1, 2017	1188+00 to 1196+00
Bay Mar Drive	January 1, 2018	1196+00 to 1205+50
Hercules Drive	August 1, 2017	1205+50 to 1215+80
Bayview Avenue	September 1, 2017	1215+80 to 1227+50

Considering the availability as indicated in Table 1 as included in Article 8-4.5 and listed on page H-LCSP-5 of the Technical Specification for the project, the following construction sequence should be considered:

**Sequence 1 – Station 1163+00 to 1179+20 (1,620.00 LF)**

- Construct the North Bound Lane and install associated storm drain piping. Do not construct curb lines, sidewalks and permanent driveway connections. Temp facilities for driveway access and pedestrian ways will need to be considered.
- Outfall connection at station +/- 1178+10 – Eucalyptus
- Construct center lane and associated storm drain facilities connecting to all side streets and outfall location at sta. 1178+10, using the outfall location as the dewatering conveyance point.
- Construct the South Bound lane in its entirety to include curb lines, sidewalks, driveways and restoration at the ROW
- Return to the North Bound Lane and complete permanent curb lines, sidewalks, driveways and restoration at the ROW line.

**Sequence 2 – Station 1179+20 to 1195+50 (1,630.00 LF)**

- Construct the North Bound Lane and install associated storm drain piping. Do not construct curb lines, sidewalks and permanent driveway connections. Temp facilities for driveway access and pedestrian ways will need to be considered.
- Outfall connection at station +/- 1178+10 – Eucalyptus can be used as well as the proposed outfall connection at sta. +/- 1185+50 – Jefferson Street.
- Construct center lane and associated storm drain facilities connecting to all side streets and outfall location at sta. 1185+50, using the outfall location as the dewatering conveyance point.
- Construct the South Bound lane in its entirety to include curb lines, sidewalks, driveways and restoration at the ROW
- Return to the North Bound Lane and complete permanent curb lines, sidewalks, driveways and restoration at the ROW line.

**Sequence 3 – Station 1195+50 to 1212+50 (1,700.00 LF)**

- Construct the North Bound Lane and install associated storm drain piping. Do not construct curb lines, sidewalks and permanent driveway connections. Temp facilities for driveway access and pedestrian ways will need to be considered.
- Outfall connection at station +/- 1212+00 - Hercules
- Construct center lane and associated storm drain facilities connecting to all side streets and outfall location at sta. 1212+00, using the outfall location as the dewatering conveyance point.
- Construct the South Bound lane in its entirety to include curb lines, sidewalks, driveways and restoration at the ROW
- Return to the North Bound Lane and complete permanent curb lines, sidewalks, driveways and restoration at the ROW line.

**Sequence 4 – Station 1212+50 to 1227+50 (1,500.00 LF)**

- Construct the North Bound Lane and install associated storm drain piping. Do not construct curb lines, sidewalks and permanent driveway connections. Temp facilities for driveway access and pedestrian ways will need to be considered.
- Outfall connection at station +/- 1212+00 – Hercules can be used as well as the proposed outfall connection at sta. +/- 1219+90 – Bayview
- Construct center lane and associated storm drain facilities connecting to all side streets and outfall location at sta. 1212+00, using the outfall location as the dewatering conveyance point.
- Construct the South Bound lane in its entirety to include curb lines, sidewalks, driveways and restoration at the ROW
- Return to the North Bound Lane and complete permanent curb lines, sidewalks, driveways and restoration at the ROW line.



**Improvements to Estero Boulevard - Segment 3 & 4 Force Main, Bay Side Temp. Road Widening, & Beach Side Demo/Temp. Road Widening**  
**GMP Cost Estimate 04-17-17 revised 04-20-17**

<i>Description</i>	<i>GMP Cost Estimate</i>	<i>8,650 LF of Road Costs</i>	<i>%</i>
General Work Items	130,510.00	15	1.94%
Roadway: MOT, Site Demo, Earthwork & Utilities	4,783,048.68	553	70.97%
Asphalt Paving: Temp. Shoulders & Lane Construction	867,411.00	100	12.87%
Sidewalks and Curbs	N.A.	-	0.00%
Concrete PaveDrain System	N.A.	-	0.00%
Pavement Markings and Signage	N.A.	-	0.00%
Restoration and Landscape	N.A.	-	0.00%
Electrical Conduits & Pull Boxes	N.A.	-	0.00%
<b>SUB TOTAL</b>	<b>5,780,969.68</b>	<b>668</b>	<b>85.77%</b>
CM General Conditions	131,894.00	15	1.96%
GL Insurance (0.9%)	60,658.32	7	0.90%
Builders Risk Insurance	20,668.76	2	0.31%
Payment & Performance Bond Cost	46,414.45	5	0.69%
Permitting Fees By Owner	By Owner	-	0.00%
Engineer's Const. Admin. Support Services	By DDAI	-	0.00%
Certifications to Agencies & Project Close-Out	By DDAI	-	0.00%
CEI Services	By DDAI / JEI	-	0.00%
Public Information Officer (Cella Molnar & Assoc.)	By CMA	-	0.00%
CMAR Contingency 3%	173,429.09	20	2.57%
Owner Contingency 3%	173,429.09	20	2.57%
C.M Fees 5.75%	352,350.10	41	5.23%
<b>PROJECT TOTALS</b>	<b>6,739,813.49</b>	<b>779</b>	<b>100.00%</b>





04-17-17

**GMP COST ESTIMATE  
LEE COUNTY DEPARTMENT OF TRANSPORTATION  
IMPROVEMENTS TO ESTERO BOULEVARD – SEGMENT 3 & 4 FORCE MAIN, BAY SIDE  
TEMP. ROAD WIDENING, & BEACH SIDE DEMO/TEMP. ROAD WIDENING  
CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS**

The clarifications, qualifications and assumptions set forth in this exhibit form an integral part of the Contract to which it is attached and to the extent necessary modify all other exhibits, terms and conditions of the Contract that may be contradictory or that may set forth different requirements to be complied with by Contractor. Where materials, quantities, products and component parts are specified in this exhibit, they shall control over any contrary provisions contained in other exhibits. Where statements are made that information, items or services will be provided or furnished by Owner, they constitute exclusions or alterations from the work that is otherwise set forth in the other terms and conditions of the Contract and its exhibits. Where they state that items are not included it means that the Work will be completed without the inclusion of such item and that if required by Owner it will be the basis for a change order or construction change directive. Where site conditions are specified, assumed, or assumptions as to the basis for pricing are set forth, they control over any more comprehensively stated requirements in the body of the Contract terms and conditions and constitute a limitation on the extent of the Work to be performed for the GMP Cost Estimate or fixed price as the case may be.

DIVISION #1 – GENERAL REQUIREMENTS

1. All applicable Permit fees are the responsibility of the Owner. We have not included the costs for Permitting Fees. The only exception to this is the Dewatering permit and NPDES Notice of Intent which the Utility Contractor is responsible to obtain.
2. Primary utility service costs are the responsibility of the Owner.
3. The Builder's Risk Insurance is included, except for Windstorm and Hail coverages. The Insurance carrier excluded Windstorm and Hail coverages from the Builder's Risk Insurance policy because it is a road project. The Owner to be responsible for Builder's Risk insurance losses due to deductibles, exclusions or limits as per the Contract.
4. We have not included providing Flood Insurance. The Insurance carriers will not provide this coverage on a Road project.
5. Included in the proposal are a payment/performance bond and subcontractor bonds at the sole discretion of Chris-Tel Construction. The payment and performance bond cost is included for a one year warranty.
6. We have not included any costs for CEI or Public Information Officer. We understand that DDAI has a separate agreement with the Lee County DOT for this scope of work.
7. All Chris-Tel Construction employees shall be billed based on the 'Exhibit D' Billable Rates. The billable rates include all labor, labor burden, and fringe benefits costs.

1 of 2



04-17-17

**GMP COST ESTIMATE  
LEE COUNTY DEPARTMENT OF TRANSPORTATION  
IMPROVEMENTS TO ESTERO BOULEVARD – SEGMENT 3 & 4 FORCE MAIN, BAY SIDE  
TEMP. ROAD WIDENING, & BEACH SIDE DEMO/TEMP. ROAD WIDENING  
CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS**

8. We have not included any requirements to comply with Davis Bacon Prevailing wage rates, Buy America, etc. if required by any part of your project funding sources.
9. We have included the Quality Control Testing as a cost of work item in lieu of a General Conditions cost item per Article 6.3.3 item 18 of our CMAR Phase II agreement.
10. We have included 3" of asphalt paving over compacted subgrade for the temporary M.O.T. shoulder pavement for Pay Item #102-5.
11. We have included 2" of asphalt, 8" of base (utilizing the millings) over compacted subgrade for the temporary M.O.T. Temp. Asphalt Lane Construction Pay Item #102-6. Lee County shall allow us use of a portion of the property next Lovers Key Boat ramp for storage of the millings for use as Temp. Asphalt Lane Construction.
12. This GMP Cost for the proposed Improvements to Estero Boulevard – Segment 3 & 4 Force Main, Bay Side Temp. Road Widening & Beach Side Demo/Temp. Road Widening is based upon our Bid Schedule of Pay Item quantities and their associated Unit Pricing. These were arrived at by use of the original 30% design documents, discussions with DDAI and Johnson Engineering and the attached Aerial plan sheet indicating the proposed scope of work for the Project and its Limits of work.



Exhibit I  
Liquidated Damages Calculation

Applicable liquidated damages are the amounts established in the following schedule:

<b><u>GMP Amount for this Amendment</u></b>	<b><u>Daily Charge Per Calendar Day</u></b>
\$50,000 and under	\$763 Over
\$50,000 but less than \$250,000	\$958
\$250,000 but less than \$500,000	\$1,099
\$500,000 but less than \$2,500,000	\$1,584
\$2,500,000 but less than \$5,000,000	\$2,811
\$5,000,000 but less than \$10,000,000	\$3,645
\$10,000,000 but less than \$15,000,000	\$4,217
\$15,000,000 but less than \$20,000,000	\$4,698
\$20,000,000 and over	\$6,323 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

Exhibit J  
Payment and Performance Bond

Exhibit K  
CMAR Certificate of Insurance

## Exhibit L Schedule of Values

Lee County DOT  
Improvements to Estero Blvd - Segment 2  
GMP Cost Estimate  
03-03-17 revised 04-19-17



SEGMENT 2 - (ROADWAY)						
CMAR GENERAL WORK ITEMS						
Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	N/A	Storage Yard - Set Up, Maintain, Tear-down & Restore	LS	1.00	\$ 30,000.00	\$ 30,000.00
0002	N/A	CMAR On Call Ped/Bike/Flagman Crew	LS	1.00	\$ 210,000.00	\$ 210,000.00
0003	N/A	CMAR Project Information Boards	EA	6.00	\$ 2,000.00	\$ 12,000.00
0004	N/A	TRAFFIC CONTROL OFFICER	MH	200.00	\$ 55.00	\$ 11,000.00
0005	N/A	CMAR Directed Vehicular & Pedestrian MOT - Allowance	LS	1.00	\$ 100,000.00	\$ 100,000.00
Subtotal						\$ 363,000.00
Bid Package 1B - Survey Pay Items						
Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	101-1	Survey, Layout & As-Built Drawings	LS	1.00	\$ 201,390.00	\$ 201,390.00
0002	101-1-A	Replace Existing CCCL Survey Monument - Allowance	EA	3.00	\$ 7,500.00	\$ 22,500.00
0003	101-1-B	Replace Existing Survey Monument - Other Allowance	AS	1.00	\$ 25,000.00	\$ 25,000.00
Subtotal						\$ 248,890.00
Bid Package 1C - Quality Testing Pay Items						
Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	N/A	Quality Control Testing	LS	1.00	\$ 107,470.00	\$ 107,470.00
Subtotal						\$ 107,470.00
Bid Package 1A - Pre-Con Video Pay Items						
Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	N/A	Precon Video	LS	1.00	\$ 4,000.00	\$ 4,000.00
Subtotal						\$ 4,000.00
Bid Package 2A - MOT, DEMO, EARTHWORK, STORM DRAIN and RESTORATION Pay Items						
Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	101-1	MOB	LS	1.00	\$ 75,000.00	\$ 75,000.00
0002	102-1	MOT - Vehicular	LS	1.00	\$ 450,000.00	\$ 450,000.00
0003	102-2	MOT - Pedestrian	LS	1.00	\$ 162,000.00	\$ 162,000.00
0004	N/A	Temp Asphalt Shoulders	SY	500.00	\$ 28.00	\$ 14,000.00
0005	N/A	Temp Asphalt Pavements	SY	500.00	\$ 28.00	\$ 14,000.00
0006	N/A	Asphalt Paving Misc. Patch	SY	2,500.00	\$ 30.00	\$ 75,000.00
0007	104-10-3	SEDIMENT BARRIER	LF	12,800.00	\$ 0.50	\$ 6,400.00
0008	104-10-4	FLOATING TURBIDITY BARRIER	LF	200.00	\$ 20.00	\$ 4,000.00
0009	104-10	INLET PROTECTION SYSTEM	EA	110.00	\$ 100.00	\$ 11,000.00
0010	110-1-1	CLEARING AND GRUBBING (LUMP SUM 9.9 AC)	LS/AC	1.00	\$ 650,000.00	\$ 650,000.00
0011	110-1-2	Selective Demolition - Private Property Encroachment in ROW - Allowance	LS	1.00	\$ 80,000.00	\$ 80,000.00
0012	110-7-1	MAILBOX, F&I SINGLE	EA	81.00	\$ 200.00	\$ 16,200.00
0013	N/A	Final Restoration - back of Sidewalk	SY	6,050.00	\$ 6.00	\$ 36,300.00
0014	522-2-A	Offsite Driveway Allowance, Concrete, 6" Thick	SY	121.00	\$ 60.00	\$ 7,260.00
0015	522-2-B	Offsite Driveway Allowance, Reset Existing Brick Pavers	SY	441.00	\$ 100.00	\$ 44,100.00
0016	522-2-C	Offsite Driveway Allowance, Other (Asphalt, Shell, etc.)	SY	462.00	\$ 20.00	\$ 9,240.00
0017	120-1	REGULAR EXCAVATION	CY	17,697.00	\$ 20.00	\$ 353,940.00
0018	120-6	EMBANKMENT	CY	516.00	\$ 60.00	\$ 30,960.00
0019	160-4	STABILIZATION TYPE B (12") (LBR40)	SY	28,631.00	\$ 11.92	\$ 341,261.52
0020	285-706	Optional Base Group 6 - Limerock Base	SY	25,708.00	\$ 15.06	\$ 387,162.48
0021	570-1-2	Performance Turf SOD	SY	6,050.00	\$ 5.00	\$ 30,250.00
0022	570-1-2-A	Performance Turf SOD - Allowance	SY	3,500.00	\$ 5.00	\$ 17,500.00
0023	425-1-521	INLETS, DITCH BOTTOM (TYPE C) (<10')	EA	32.00	\$ 5,500.00	\$ 176,000.00
0024	425-1-531	INLETS, Back of Sidewalk (Type C, Modified) (<10') - Allowance	EA	5.00	\$ 6,500.00	\$ 32,500.00
0025	425-1-551	INLETS, DITCH BOTTOM (TYPE E) (<10')	EA	6.00	\$ 4,500.00	\$ 27,000.00
0026	425-1-561	INLETS, DITCH BOTTOM (TYPE F) (<10')	EA	33.00	\$ 8,000.00	\$ 264,000.00
0027	425-2-41	MANHOLE P-7	EA	3.00	\$ 3,000.00	\$ 9,000.00
0028	425-2-71A	MANHOLE J-7 (CONTROL STRUCTURE)	EA	8.00	\$ 16,000.00	\$ 128,000.00
0029	425-2-71B	MANHOLE J-7 (W / VALLEY GUTTER INLET GRATE)	EA	13.00	\$ 7,350.00	\$ 132,300.00
0030	425-10	YARD DRAIN - ALLOWANCE	EA	8.00	\$ 1,250.00	\$ 10,000.00
0031	430-175-115	PIPE CULVERT (OPTIONAL MATERIAL) (RCP) (15")	LF	267.00	\$ 38.00	\$ 10,146.00
0032	430-175-116	PIPE CULVERT (OPTIONAL MATERIAL) (RCP) (18")	LF	18.00	\$ 60.00	\$ 1,080.00
0033	430-175-115-A	PIPE CULVERT (OPTIONAL MATERIAL) (RCP) (15") (Allowance)	LF	985.00	\$ 35.00	\$ 34,475.00
0034	430-175-124	PIPE CULVERT (OPTIONAL MATERIAL) (RCP) (24")	LF	192.00	\$ 80.00	\$ 15,360.00
0035	430-175-130	PIPE CULVERT (OPTIONAL MATERIAL) (RCP) (30")	LF	1,967.00	\$ 95.00	\$ 186,865.00
0036	430-175-215	PIPE CULVERT (OPTIONAL MATERIAL) (ERCP) (12"x18") 15	LF	747.00	\$ 60.00	\$ 44,820.00
0037	430-175-215	PIPE CULVERT (OPTIONAL MATERIAL) (ERCP) (14"x23") 18	LF	160.00	\$ 75.00	\$ 12,000.00
0038	430-175-230	PIPE CULVERT (OPTIONAL MATERIAL) (ERCP) (24"x36") 30	LF	285.00	\$ 170.00	\$ 48,450.00
0039	430-94-1	DESILTING PIPE, 0-24" - Allowance	LF	500.00	\$ 20.00	\$ 10,000.00

Lee County DOT  
Improvements to Estero Blvd - Segment 2  
GMP Cost Estimate  
03-03-17 revised 04-19-17



0040	430-94-2	DESILTING PIPE, 25-36" - Allowance	LF	500.00	\$	25.00	\$	12,500.00
0041	430-963-1	PVC PIPE FOR BACK OF SIDEWALK, 4" - Allowance	LF	500.00	\$	20.00	\$	10,000.00
0042	430-964-1	PVC PERFORATED DRAINAGE PIPE, 4" (SDR 26)	LF	1,575.00	\$	20.00	\$	31,500.00
0043	430-964-1-A	CLEAN OUT ASSEMBLY, DRAINAGE 4"	EA	13.00	\$	300.00	\$	3,900.00
0044	436-1-1	Trench Drain, Type I, 15" Diameter (Allowance)	LF	312.00	\$	175.00	\$	54,600.00
0045	443-70-4	FRENCH DRAIN, 24" (includes FDOT #57 stone and geotextiles to grade below paver drain blocks	LF	1,627.00	\$	210.00	\$	341,670.00
0046	443-70-5	FRENCH DRAIN, 30" (includes FDOT #57 stone and geotextiles to grade below paver drain blocks	LF	2,230.00	\$	270.00	\$	604,260.00
0047	515-1-2	PIPE HANDRAIL, GUARDRAIL, F&I, ALUMINUM - ALLOWANCE	LF	250.00	\$	100.00	\$	25,000.00
0048	530-74	BEDDING STONE, FDOT #57, TAPERS	TN	752.00	\$	48.00	\$	36,096.00
0049	1050-16-424	UTILITY PIPE, REMOVE AND DISPOSE (8" - 20")	LF	250.00	\$	30.00	\$	7,500.00
0050	1070-10	REPLACE MANHOLE RING AND COVER (Allowance)	EA	10.00	\$	1,200.00	\$	12,000.00
0051	1090-10	SANITARY MANHOLE, ADJUST	EA	29.00	\$	2,500.00	\$	72,500.00
0052	1110-00	REMOVE EXISTING GROUTED FORCE MAIN	LF	300.00	\$	30.00	\$	6,000.00
0053	1160-10	6" SANITARY CLEAN OUT (Allowance)	EA	10.00	\$	600.00	\$	6,000.00
0054	1170-10	6" PVC sanitary sewer service - SDR 26 (Allowance)	LF	200.00	\$	30.00	\$	6,000.00
0055	N/A	ADJUST EXISTING FM VALVE BOXES TO FINISHED GRADE	EA	6.00	\$	250.00	\$	1,500.00
0056	N/A	ADJUST EXISTING ARV PEDESTAL AND HOUSING TO FINISHED GRADE	EA	4.00	\$	1,000.00	\$	4,000.00
0057	N/A	ADJUST EXISTING POTABLE WM VALVE BOXES TO FINISHED GRADE (Allowance)	EA	100.00	\$	250.00	\$	25,000.00
<b>Subtotal</b>								<b>\$ 5,217,616.00</b>

**Bid Package 2B - Asphalt Paving Pay Items**

Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value	
0001	101-1	MOB	LS	1.00	\$ 117,841.00	\$ 117,841.00	
0002	334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	TN	2,827.80	\$ 133.00	\$ 376,097.40	
0003	337-7-71	ASPHALTIC CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG-76-22, ARB	TN	2,121.00	\$ 148.00	\$ 313,908.00	
0004	N/A	INCIDENTAL MILLING	SY	500.00	\$ 21.00	\$ 10,500.00	
<b>Subtotal</b>							<b>\$ 818,346.40</b>

**Bid Package 2C - Concrete Pay Items**

Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value	
0001	101-1	MOB	LS	1.00	\$ 14,250.00	\$ 14,250.00	
0002	400-0-11	CONCRETE CLASS NS, GRAVITY WALL - ALLOWANCE	CY	120.00	\$ 450.00	\$ 54,000.00	
0003	N/A	BRICK PAVER LANDSCAPE WALL (Allowance)	SF	375.00	\$ 55.00	\$ 20,625.00	
0004	520-2-4	CONCRETE CURB, TYPE D	LF	13,549.00	\$ 13.75	\$ 186,298.75	
0005	520-2-9	CONCRETE CURB, SPECIAL HEADER CURB	LF	10,382.00	\$ 15.50	\$ 160,921.00	
0006	N/A	Temporary Bulkhead Curbs (for brick paver installation)	LF	100.00	\$ 15.50	\$ 1,550.00	
0007	520-3	VALLEY GUTTER	LF	991.00	\$ 14.25	\$ 14,126.75	
0008	523-2	CONCRETE SIDEWALK & DRIVEWAYS, 6" THICK	SY	9,795.00	\$ 39.25	\$ 384,453.75	
0009	527-2	DETECTABLE WARNINGS	SF	771.00	\$ 22.50	\$ 17,347.50	
0010	527-2-A	DETECTABLE WARNINGS (ALLOWANCE)	SF	112.00	\$ 22.50	\$ 2,520.00	
<b>Subtotal</b>							<b>\$ 862,982.75</b>

**Bid Package 2D - Concrete Drainage Pavers Pay Items**

Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value	
0001	101-1	MOB	LS	1.00	\$ 9,250.00	\$ 9,250.00	
0002	N/A	Geogrid Layer (See Detail directly below PaveDrain System)	SY	4,453.00	\$ 2.50	\$ 11,132.50	
0003	526-1-1	PAVERS, ARCHITECTURAL, ROADWAY (include final leveling, grading & compaction of 57 stone bed, FDOT #57 stone by others)	SY	4,453.00	\$ 137.00	\$ 610,061.00	
0004	526-1-1A	PAVERS, ARCHITECTURAL, ROADWAY (ALLOWANCE) - Paver Protection/Restoration Cost during Construction use as Travel Lane	SY	2,280.00	\$ 90.00	\$ 205,200.00	
<b>Subtotal</b>							<b>\$ 835,643.50</b>

**Bid Package 2E - Pavement Markings & Signage Pay Items**

Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	101-1	MOB	LS	1.00	\$ 12,013.00	\$ 12,013.00
0002	654-2-22	REGULAR RAPID FLASHING BEACON, F&I, SOLAR, COMPLETE, BACK TO BACK	AS	2.00	\$ 7,700.00	\$ 15,400.00
0003	700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, <12sf	AS	25.00	\$ 191.00	\$ 4,775.00
0004	700-1-12	SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20 sf	AS	46.00	\$ 491.00	\$ 22,586.00
0005	700-1-60	SINGLE POST SIGN, REMOVE	AS	33.00	\$ 10.00	\$ 330.00
0006	700-2-60	MULTI POST SIGN, REMOVE	AS	2.00	\$ 800.00	\$ 1,600.00
0007	710-90	PAINTED PAVEMENT MARKINGS (FINAL SURFACE)	LS	1.00	\$ 14,020.00	\$ 14,020.00
0008	711-11-123	THERMOPLASTIC, WHITE SOLID, 12"	LF	2,261.00	\$ 2.60	\$ 5,878.60
0009	711-11-125	THERMOPLASTIC, WHITE SOLID, 24"	LF	307.00	\$ 4.75	\$ 1,458.25
0010	711-11-141	THERMOPLASTIC, WHITE GUIDELINE, 6" (2/4)	GM	0.965	\$ 1,500.00	\$ 1,447.50



Lee County DOT  
 Improvements to Estero Blvd - Segment 2  
 GMP Cost Estimate  
 03-03-17 revised 04-19-17



0011	711-11-160	THERMOPLASTIC, MESSAGE OR SYMBOL	EA	18.00	\$	100.00	\$	1,800.00
0012	711-11-170	THERMOPLASTIC ARROWS	EA	26.00	\$	65.00	\$	1,690.00
0013	711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24"	LF	755.00	\$	16.00	\$	12,080.00
0014	711-14-160	THERMOPLASTIC, PREFORMED, MESSAGE OR SYMBOL, (BIKE SYMBOL)	EA	38.00	\$	150.00	\$	5,700.00
0015	711-14-170	THERMOPLASTIC, PREFORMED, ARROWS (BIKE THRU ARROWS)	EA	38.00	\$	60.00	\$	2,280.00
0016	711-16-101	THERMOPLASTIC, STD., OTHER SURFACES, WHITE SOLID, 6"	GM	1.607	\$	3,300.00	\$	5,303.10
0017	711-16-201	THERMOPLASTIC, STD., OTHER SURFACES, YELLOW, SOLID, 6"	GM	2.663	\$	3,300.00	\$	8,787.90
0018	711-16-231	THERMOPLASTIC, YELLOW, SKIP / DOTTED, 6" (10/30)	GM	1.547	\$	1,500.00	\$	2,320.50
Subtotal							\$	119,969.85

**Bid Package 16A - Electrical - Signalization, Conduits and Pull Boxes**

Billing Application #	FDOT Pay Item Ref #	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Scheduled Value
0001	101-1	MOB	LS	1.00	\$ 20,147.50	\$ 20,147.50
0002	630-2-11	CONDUITS, F&I, OPEN TRENCH OR CONTRACTOR OPTION				
0003		LEE COUNTY CONDUITS, F&I, OPEN TRENCH 1 1/4"	LF	49,360.00	\$ 3.13	\$ 154,496.80
0004		STREET LIGHTING CONDUITS, F&I, OPEN TRENCH 2"	LF	12,270.00	\$ 3.50	\$ 42,945.00
0005	N/A	PULL BOX, EXISTING, RESET (Allowance)	EA	15.00	\$ 150.00	\$ 2,250.00
0006	635-2-11	STREET LIGHTING PULL & SPLICE BOX, F&I, 17"X30" COVER SIZE	EA	10.00	\$ 314.57	\$ 3,145.70
0007	635-2-12	LEE COUNTY PULL & SPLICE BOX, F&I, 24"X36" COVER SIZE	EA	20.00	\$ 577.89	\$ 11,557.80
0008	635-2-13	CENTURY LINK SPLICE VAULT - Not included	EA	-	\$ -	\$ -
0009	630-2-11	CONDUIT (Underground trench)	LF	180.00	\$ 39.02	\$ 6,243.20
0010	630-2-14	CONDUIT (Above ground)	LF	70.00	\$ 30.17	\$ 2,111.90
0011	632-7-1	SIGNAL CABLE	PI	1.00	\$ 4,247.50	\$ 4,247.50
0012	635-1-11	PULL BOX	EA	4.00	\$ 364.57	\$ 1,458.28
0013	639-1-122	ELECTRICAL SERVICE UNDERGROUND	PI	1.00	\$ 5,123.75	\$ 5,123.75
0014	639-2-1	ELECTRICAL SERVICE WIRE	LF	250.00	\$ 11.12	\$ 2,780.00
0015	649-31-103	STEEL MAST ARM ASSEMBLY (FURNISH & INSTALL)	EA	1.00	\$ 45,210.68	\$ 45,210.68
0016	650-1-34	TRAFFIC SIGNAL (FURNISH & INSTALL) EMERGENCY 3 SECTION, 1 WAY	AS	6.00	\$ 772.93	\$ 4,637.58
0017	653-1-110	SIGNAL PRIORITY PREEMPTION (FURNISH & INSTALL)	EA	1.00	\$ 9,470.20	\$ 9,470.20
0018	659-1-02	BACK PLATES (RETRO REFLECTIVE BORDER) (F&I) 3 SECTIONS	EA	6.00	\$ 112.77	\$ 676.62
0019	670-5-111	TRAFFIC CONTROLLER ASSEMBLY (FURNISH & INSTALL)	AS	1.00	\$ 21,686.85	\$ 21,686.85
0020	682-1-411	CCTV CAMERA (RELOCATE)	EA	1.00	\$ 1,104.75	\$ 1,104.75
0021	684-1-1	MANAGED FIELD ETHERNET SWITCH (FURNISH & INSTALL)	EA	1.00	\$ 2,228.50	\$ 2,228.50
0022	685-1-11	UNINTERRUPTED POWER SUPPLY (FURNISH & INSTALL)	EA	1.00	\$ 13,169.87	\$ 13,169.87
0023	690-10	TRAFFIC SIGNAL HEAD ASSEMBLY, REMOVAL	EA	6.00	\$ 194.28	\$ 1,165.68
0024	690-34	POLE REMOVAL, DEEP	EA	2.00	\$ 2,514.25	\$ 5,028.50
0025	690-50	CONTROLLER ASSEMBLY, REMOVAL	EA	1.00	\$ 1,596.18	\$ 1,596.18
0026	690-80	SPAN WIRE ASSEMBLY, REMOVAL	EA	1.00	\$ 1,104.75	\$ 1,104.75
0027	690-90	CONDUIT AND CABLING, REMOVAL	PI	1.00	\$ 952.38	\$ 952.38
0028	690-100	SIGNAL EQUIPMENT, MISC. REMOVAL	PI	1.00	\$ 982.85	\$ 982.85
0029	102-1	MOT - MAINTAIN EXISTING SIGNAL @ FIRE STATION	LS	1.00	\$ 11,200.00	\$ 11,200.00
0030	700-1-11	Sign - F & I Mast Arm Mount, Up to 12 sf	EA	3.00	\$ 615.00	\$ 1,845.00
0031	700-3-402	Sign - F & I Mast Arm Mount, 15 or <	EA	1.00	\$ 650.00	\$ 650.00
0032	695-3-11	WAVETRONIX SMART SENSOR HD (TMS WIRELESS TRAFFIC SENSOR) (FURNISH & INSTALL) MODEL 125	AS	1.00	\$ 11,262.13	\$ 11,262.13
Subtotal						\$ 390,487.95
Total Construction Cost (Segment 2 Roadway)						\$ 8,968,406.45

Lee County DOT  
Improvements to Estero Blvd - Segment 2  
GMP Cost Estimate  
03-03-17 revised 04-19-17



SEGMENT 3 / 4 - (Sanitary Sewer and site preparation)						
CMAR GENERAL WORK ITEMS						
Line Item	Pay Item	Description	Unit	Qty	Unit Cost	Total Cost
	101	Survey /Layout / As-builts	LS	1.00	\$ 44,050.00	\$ 44,050.00
	101-	Quality Control Testing	LS	1.00	\$ 16,460.00	\$ 16,460.00
	101-	Precon Video	LS	1.00	\$ 10,000.00	\$ 10,000.00
	101-	Flagman Crew	LS	1.00	\$ 60,000.00	\$ 60,000.00
Subtotal						\$ 130,510.00
MOT, SITE DEMO, EARTHWORK & UTILITIES						
Line Item	Pay Item	Description	Unit	Qty	Unit Cost	Total Cost
001	101-1	MOB (Bond Cost)	LS	1.00	\$ 100,000.00	\$ 100,000.00
002	102-1	MOT	LS	1.00	\$ 475,000.00	\$ 475,000.00
003	102-3	Commercial Material for Driveway Maintenance	CY	500.00	\$ 90.00	\$ 45,000.00
004	104-10-3	Sediment Barrier	LF	5,000.00	\$ 2.00	\$ 10,000.00
005	104-11	Floating Turbidity Barrier	LF	500.00	\$ 10.00	\$ 5,000.00
006	104-1B	Inlet Protection Devices	EA	50.00	\$ 100.00	\$ 5,000.00
007	110-1-1	Clearing and Grubbing	LS	1.00	\$ 650,000.00	\$ 650,000.00
008	110-7-1	Mailbox Remove and Replace	EA	100.00	\$ 200.00	\$ 20,000.00
009	1020-00	Forcemain Contingency Tank	MO	5,606.32	\$ 5.00	\$ 28,031.60
0010	1020-20	8-inch HDPE Directional Drill (allowance)	LF	1,120.00	\$ 152.25	\$ 170,520.00
0011	1020-22	10-inch HDPE Directional Drill	LF	1,270.00	\$ 200.00	\$ 254,000.00
0012	1020-30	18-inch HDPE Directional Drill (Allowance)	LF	800.00	\$ 250.00	\$ 200,000.00
0013	1020-31	18-inch HDPE Direct Bury	LF	7,750.00	\$ 170.08	\$ 1,318,120.00
0014	1030-20	8-inch Plug Valve	EA	4.00	\$ 4,042.25	\$ 16,169.00
0015	1030-25	10-inch Plug Valve	EA	4.00	\$ 13,000.00	\$ 52,000.00
0016	1030-30	18-inch Plug Valve	EA	10.00	\$ 18,900.00	\$ 189,000.00
0017	1030-40	18-inch P-Wye	EA	2.00	\$ 11,550.00	\$ 23,100.00
0018	1040-10	4-8 inch DI Fittings M	TN	1.00	\$ 47,250.00	\$ 47,250.00
0019	1040-20	16-18 inch DI Fittings M	TN	17.00	\$ 29,400.00	\$ 499,900.00
0020	1050-10	Air Release Valve Complete	EA	8.00	\$ 14,204.41	\$ 113,635.28
0021	1100-10	Remove Existing 6-inch FM	LF	1,120.00	\$ 18.90	\$ 21,168.00
0022	1100-20	Remove Existing 8-inch FM	LF	1,270.00	\$ 25.20	\$ 32,004.00
0023	1100-30	Existing 16-inch FM Cut-Outs For Storm	EA	20.00	\$ 1,155.00	\$ 23,100.00
0024	1100-30	Grout Existing 16-inch FM	LF	3,650.00	\$ 36.75	\$ 134,137.50
0025	1120-10	Connect 4" HDPE FM to Gravity Sewer	EA	2.00	\$ 2,122.31	\$ 4,244.62
0026	1120-20	Connect 8" HDPE FM to Gravity Sewer	EA	2.00	\$ 2,021.25	\$ 4,042.50
0027	1120-30	Connect 10" HDPE FM to Gravity Sewer	EA	2.00	\$ 4,200.00	\$ 8,400.00
0028	1140-10	Cut-In-Connect Existing 18-inch FM	EA	2.00	\$ 8,715.00	\$ 17,430.00
0029	1140-20	Cut-In-Connect to Ex 18-inch FM with Line Stop	EA	1.00	\$ 36,086.50	\$ 36,086.50
0030	1140-25	Cut-In-Connect to Ex 10-inch FM	EA	2.00	\$ 2,250.00	\$ 4,500.00
0031	1140-30	Cut-In-Connect to Ex. 8-inch FM	EA	1.00	\$ 1,155.00	\$ 1,155.00
0032	1150-10	8-inch Pressure Clean-Out	EA	4.00	\$ 14,276.17	\$ 57,104.68
0033	1180-10	Testing	LS	1.00	\$ 33,500.00	\$ 33,500.00
Sub-Total						\$ 4,783,048.68
ASPHALT PAVING: TEMP. SHOULDERS & LANE CONSTRUCTION						
Line Item	Pay Item	Description	Unit	Qty	Unit Cost	Total Cost
001	102-5	Temp Asphalt Shoulders	SY	16,531.00	\$ 21.00	\$ 347,151.00
002	102-6	Temp Asphalt Lane Construction	SY	17,940.00	\$ 29.00	\$ 520,260.00
Sub-Total						\$ 867,411.00
Total Construction Cost (Segment 3 / 4 - Sanitary Sewer and site preparation)						\$ 5,780,969.68
Total Construction Cost - Segment 2 (Roadway) and Segment 3 / 4 (Sanitary Sewer and Site Preparation)						\$ 14,749,376.13
CM GENERAL CONDITIONS COST, FEES & CONTINGENCY						
Description	Unit	Qty	Unit Cost	Total Cost		
General Conditions	LS	1.00	\$ 131,894.00	\$ 1,202,854.00		
GL Insurance	LS	1.00	\$ -	\$ 164,560.35		
Builder's Risk	LS	1.00	\$ -	\$ 66,847.44		
Performance and Payment Bonds	LS	1.00	\$ 46,414.45	\$ 127,227.14		
CMAR Contingency (3%)	LS	1.00	\$ -	\$ 532,165.35		
Owner Contingency (3%)	LS	1.00	\$ -	\$ 532,165.35		
CM Fees (5.75%)	LS	1.00	\$ -	\$ 909,238.14		
Subtotal						\$ 3,535,107.77
<b>Grand Total</b>						<b>\$ 18,284,483.90</b>

<b>Blue Sheet No.</b> 20170084	<b>Lee County Board Of County Commissioners</b> <b>Agenda Item Report</b> <b>Meeting Date: 3/7/2017</b>	<b>Item No. A2</b>
-----------------------------------	---	--------------------

**TITLE:**  
Approve Amendments to the Master Transportation Agreement with the Town of Fort Myers Beach

**ACTION REQUESTED:**  
Authorize Chair to execute the attached First Amendment to the Master Transportation Agreement and the Second Amendment to the Master Transportation Agreement with the Town of Ft. Myers Beach addressing waterline abandonment and funding for stormwater improvements, respectively associated with Estero Boulevard construction.

**FUNDING:**  
\$0 Funding (First Amendment)  
\$400,000 Funding (Second Amendment). Gas Taxes, Included in Budget; Transportation

The First Amendment to the Master Transportation Agreement addresses the Town of Fort Myers Beach's responsibilities related to existing potable water facilities that will be abandoned as part the Town of Fort Myers Beach's waterline replacement within the Estero Boulevard right-of-way. No funding from Lee County is required.

The Second Amendment to the Master Transportation Agreement addresses responsibilities related to stormwater conveyance along Town of Fort Myers Beach local roads extending from Estero Boulevard to outfall locations in Estero Bay. The County will compensate the Town \$20,000 for each Town stormwater outfall requiring improvement for shared use by the County in support of the reconstruction of Estero Boulevard. Twenty (20) new shared outfalls are presently anticipated; however, regardless of the final number of shared outfalls, the County's participation is capped at \$400,000. Timing of the funding for the outfalls is detailed in the Agreement. Funding for eight (8) outfalls totaling \$160,000 is anticipated in FY 2016/17.

Fund - Transportation Capital Improvement (Gas Taxes); Program – Capital Improvement; Project – Estero Boulevard 20506730700

**WHAT ACTION ACCOMPLISHES:**  
Authorize Chair to execute both the First and Second Amendments to the Master Transportation Agreement with the Town of Fort Myers Beach. Defines responsibilities for abandonment of utilities removed from service and provides funding for shared outfall improvements to accommodate stormwater flows generated from Lee County's Estero Boulevard reconstruction project.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> All <b>Department:</b> TRANSPORTATION <b>Division:</b> Administration <b>By:</b> Randy Cerchie

**Background:**

<b>Required Review:</b>					
Randy Cerchie	Lori Borman	Michael D. Jacob	Peter Winton	Doug Meurer	
TRANSPORTATION	Budget Analyst	County Attorney	Budget Services	County Manager	

The County and the Town of Fort Myers Beach entered into a Master Transportation Agreement dated December 17, 2013 for the purpose of identifying responsibilities and obligations associated with improvements to that portion of County maintained Estero Boulevard located within Town boundaries. Amendments to the Agreement were anticipated to address specific issues. The County's improvements to Estero Boulevard include reconstruction of Estero Boulevard; installation of sidewalks and pedestrian facilities; relocation of sanitary sewer force mains; and stormwater collection, treatment, and conveyance. Concurrent with the County's project, the Town has planned replacement of potable waterlines along Estero Boulevard and certain local streets. In addition, the Town has also planned stormwater utility improvements along certain local streets intersecting Estero Boulevard.

The First Amendment documents the responsibilities of the Town related to abandonment of existing water facilities that will be removed from service, some of which may be left in place.

The Second Amendment addresses issues related to conveyance of the stormwater from Estero Boulevard to outfalls in Estero Bay. Within Segment 1 of the Estero Boulevard Improvements stormwater outfalls were present along local Town streets prior to commencement of the work. Within Segments 2-6 it is anticipated that stormwater flows collected by Estero Boulevard drainage systems will need to be conveyed along local Town streets to outfalls in Estero Bay where none currently exist. The Town of Fort Myers Beach has planned stormwater and waterline improvements on many of the same streets. The County and Town have determined coordination of these design and construction efforts is mutually advantageous. Collaboration will reduce project costs, construction duration, and will mitigate inconvenience to local residents and the traveling public. A key element of this collaboration is the County's shared use of the Town's local road conveyance and outfall system, thereby eliminating the costs and impacts associated with dual systems.

Accommodation of stormwater flows originating from the County's Estero Boulevard right-of-way will require the Town to upsize certain elements of their system improvements. This Second Amendment to the Master Transportation Agreement establishes the terms and conditions applicable to the design, construction and maintenance of a system for the conveyance of stormwater flows from Estero Boulevard to outfalls located on or within Town maintained streets discharging to Estero Bay, and establishes the mechanism described in FUNDING to compensate the Town for the incremental costs thereof.

Attachments:

- 1) Executed Master Transportation Agreement
- 2) First Amendment to the Master Transportation Agreement executed by the Town of Fort Myers Beach
- 3) Second Amendment to Master Transportation Agreement executed by the Town of Fort Myers Beach

# REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Transportation Capital Improv DATE: 04/20/17 BATCH NO.: \_\_\_\_\_

FISCAL YEAR: FY 16-17 FUND #: 30700 DOC TYPE: YB LEDGER TYPE: BA

TO: Capital Projects Transportation Capital Projects  
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>DEBIT</u>
20506330700.506540	Improvement Construction	\$10,200,000

TOTAL TO: \$10,200,000

FROM: Non Dept Reserves  
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>CREDIT</u>
GC5890130700.509930	Res-Futue Cap Outlay	\$10,200,000

TOTAL FROM: \$10,200,000

**EXPLANATION:**

Transfer to award Segment two and a part of three and four of Estero Blvd..

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

\_\_\_\_\_  
Chair

BA NO: \_\_\_\_\_ AUTH CODE: \_\_\_\_\_ TRANS DATE: \_\_\_\_\_

## REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Utilities Capital Improvements      DATE: 04/19/17      BATCH NO. \_\_\_\_\_

FISCAL YEAR: FY 16/17      FUND #: 48730      DOC TYPE: YB      LEDGER TY: BA

TO: Utilities      Utilities Capital Improvements  
       (DIVISION NAME)      (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
20732648730.506510	Capital Improvements	\$5,200,000

**TOTAL TO:      \$5,200,000**

FROM: Non-Departmental      Reserves for Future Capital Outlay  
       (DIVISION NAME)      (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
GC5890148730.509930	Reserves	\$5,200,000

**TOTAL FROM:      \$5,200,000**

**EXPLANATION:**

Transfer needed due to the acceleration of segments 3 and 4 for the DOT / LCU joint CIP project known as Estero Blvd Force Main Relcoation #20732648730. These funds were budgeted in future years and will need moved forward to complete these segments.

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

\_\_\_\_\_  
Chair

BA NO: \_\_\_\_\_      AUTH CODE: \_\_\_\_\_      TRANS DATE: \_\_\_\_\_

<b>Blue Sheet No. 20170201</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>9:30 AM Public Hearing 1</b>
------------------------------------	--	---------------------------------

**TITLE:**

Vacate a portion of a platted right-of-way between 5552 Tice Street and 5554 Tice Street, Fort Myers

**ACTION REQUESTED:**

Case No. VAC2017-00002. Conduct a public hearing to adopt a resolution for a petition to vacate a portion of the platted right of way lying adjacent to lots 1-8, Gortons Little Farms No. 1 of Lee County, Florida as recorded in Plat Book 5, Page 38 of the Public Records of Lee County, Florida. (Strap#11-44-25-01-00002.0000 and 11-44-25-01-00004.0000)

**FUNDING:**

No funding required.

**WHAT ACTION ACCOMPLISHES:**

The proposed vacation, Case No. VAC2017-00002, will extinguish the public interest in a portion of the platted right-of-way between 5552 Tice Street and 5554 Tice Street, allowing for the expansion of an existing agricultural operation. The vacation of this portion of right-of-way will not alter existing drainage and utility conditions and the right-of-way is not necessary to accommodate any future transportation, drainage and/or utility requirement. Extinguishing this road right-of way will not result in the creation of a "land locked" condition for any of the affected properties.

**MANAGEMENT RECOMMENDATION:**

Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input checked="" type="checkbox"/> Statute FS Ch 177 & 336	<b>Commissioner:</b> <b>Department:</b> COMMUNITY DEVELOPMENT <b>Division:</b> Development Services <b>By:</b> Jessica Munoz
<input type="checkbox"/> Ordinance	
<input checked="" type="checkbox"/> Admin Code AC 13-1; AC 13-8	
<input type="checkbox"/> Other	

**Background:**

Staff has reviewed the Petition to Vacate, VAC2017-00002, together with letters of no objection from Public Utility Providers and LCDOT. There are no objections to the requested vacation and all affected property owners have been notified. The right-of-way is named Carter Road to the south and the property owners to the south have access via Carter Road to Sandin Road via Staley Road. The vacation of this roadway easement will not alter existing drainage or utility conditions.

The completed Petition to Vacate, Case Number VAC2017-00002, was submitted by Brian R. Smith, as registered agent for G.C.K. Ranch LLC., who proposed to remove encumbrances to facilitate the expansion of an existing agricultural operation. Both properties adjacent to the right-of-way are owned by the applicant.

**Attachments:**

Resolution, Notice of Public Hearing, Notice of Adoption of Resolution, Transmittal for Public Notice, Petition to Vacate, Vicinity Maps.

<b>Required Review:</b>					
<b>David Loveland</b>	<b>Corris L. McIntosh Jr.</b>	<b>Anne Henkel</b>	<b>Peter Winton</b>	<b>Doug Meurer</b>	
COMMUNITY DEVELOPMENT	County Attorney	Budget Analyst	Budget Services	County Manager	

THIS INSTRUMENT PREPARED BY:

Department of Community Development  
Development Services Division  
1500 Monroe Street  
Fort Myers Florida 33901

**RESOLUTION NO. \_\_\_\_\_ FOR PETITION TO VACATE**

Case Number: VAC2017-00002

WHEREAS, Petitioner G.C.K. Ranch, LLC in accordance with Florida Statute (F.S.) Chapter 177 and Lee County Administrative Code (LCAC) 13-1, filed a Petition to vacate the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A"; and

WHEREAS, the Petition also included a request, in accordance with F.S. Chapter 336 and LCAC 13-8, to vacate, abandon, close and discontinue the public's interest in the right-of-way or portion of right-of-way legally described in the attached Exhibit "A"; and

WHEREAS, the Board of County Commissioners of Lee County, Florida held a Public Hearing concerning the Petition to Vacate on the \_\_\_\_\_; and

WHEREAS, a legally sufficient Affidavit of Publication regarding the Notice of Public Hearing on this Petition to Vacate, was entered into the minutes of the County Commission Meeting and a copy of said Affidavit is attached as Exhibit "C"; and

WHEREAS, the Petitioner is fee simple title holder to the underlying land sought to be vacated in accordance with F.S. Chapter 177; and

WHEREAS, the Petitioner provided proof all applicable state and county taxes have been paid on the property to be vacated in accordance with F.S. Chapter 177; and

WHEREAS, Petitioner did provide notice to all affected property owners (if any) concerning the intent of the Petition to Vacate in accordance with the LCAC 13-1; and

WHEREAS, it appears that vacating, abandoning, closing or discontinuing the subject right-of-way or portion of right-of-way is in the best interest of the public and promotes the public's health, safety and welfare without invading or violating individual property rights; and

WHEREAS, the letters of review and recommendation provided by various governmental and utility entities indicate that granting the Petitioner's request is appropriate and in accordance with the requirements of the Florida Statutes.



NOW therefore be it resolved by the Board of County Commissioners as follows:

1. Petition to Vacate No. VAC2017-00002 is hereby granted.
2. The public's interest in the easement, plat or portion of plat legally described in Exhibit "A" and graphically depicted in the attached Exhibit "B" is hereby vacated.
3. The public's interest in the right-of-way or portion of right-of-way described in Exhibit "A" and graphically depicted in the sketch attached as Exhibit "B" is hereby vacated, abandoned, closed and discontinued.
4. A Notice of Resolution Adoption will be published one time within 30 days of adoption in a newspaper of general circulation. An Affidavit of Publication for the Notice of Resolution Adoption will be attached to the Resolution as Exhibit "D".
5. This Resolution will become effective upon recording of a fully executed Resolution, including all exhibits referred to above, in the public records of Lee County, Florida.

This Resolution passed by voice and entered into the minutes of the Board of County Commissioners of Lee County, Florida, this \_\_\_\_\_.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk Signature

\_\_\_\_\_  
Chairman Signature

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

Approved as to Form for the  
Reliance of Lee County Only

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
Please Print Name

**Exhibit A**

DESCRIPTION TO ACCOMPANY SKETCH

**VACATION OF ROAD RIGHT OF WAY  
PORTION ADJACENT TO LOTS 1-8,  
GORTON LITTLE FARMS No. 1**

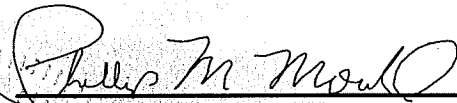
SECTION 11, TOWNSHIP 44 SOUTH, RANGE 225 EAST (PLAT BOOK 5,  
PAGE 38) LEE COUNTY, FLORIDA  
\*\*NOT A BOUNDARY SURVEY\*\*

**DESCRIPTION:**

A VACATION OF A PORTION OF ROAD RIGHT OF WAY, LYING ADJACENT TO LOTS 1-8, GORTONS LITTLE FARMS No. 1, AS RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

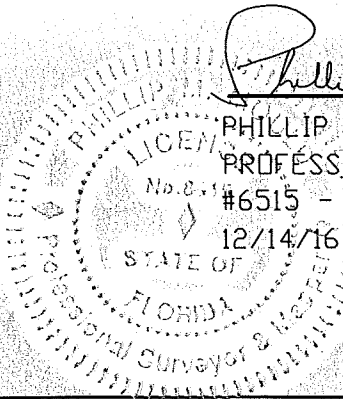
FROM A POINT MARKING THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA FOR A POINT OF COMMENCEMENT; THENCE RUN S.88°58'38"W. ALONG THE NORTH LINE SAID SECTION 11 AND THE CENTERLINE OF TICE STREET 60 FOOT WIDE AS RECORDED IN OFFICIAL RECORDS BOOK 1858, PAGE 2054, CLERK OF THE CIRCUIT COURT, LEE COUNTY, FLORIDA FOR 650.90 FEET; THENCE RUN S.01°03'47"E. TO THE SOUTH RIGHT OF WAY LINE SAID TICE STREET FOR 30.00 FEET; THENCE RUN S.88°58'38"W. ALONG SAID SOUTH RIGHT OF WAY LINE FOR 150.47 FEET TO POINT OF BEGINNING; THENCE RUN S.01°06'01"E. ALONG THE EAST RIGHT OF WAY LINE OF A 50 FOOT WIDE ROAD RIGHT OF WAY FOR 1284.80 FEET; THENCE RUN S.88°58'38"W. TO THE WEST RIGHT OF WAY LINE SAID 50 FOOT WIDE ROAD RIGHT OF WAY OF SAID GORTONS LITTLE FARMS No. 1 FOR 50.00 FEET; THENCE N.01°06'01"E. ALONG THE SAID WEST ROAD RIGHT OF WAY LINE (50 FEET WIDE) SAID GORTONS LITTLE FARMS No. 1 TO THE SOUTH RIGHT OF WAY LINE SAID TICE STREET 60 FEET WIDE FOR 1284.80 FEET; THENCE RUN N.88°58'38"E. ALONG THE SOUTH RIGHT OF WAY LINE SAID TICE STREET (60 FEET WIDE) FOR 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 64,240.00 SQ. FT. OR 1.47 ACRES, MORE OR LESS



PHILLIP M. MOULD  
PROFESSIONAL SURVEYOR AND MAPPER  
#6515 - STATE OF FLORIDA

12/14/16



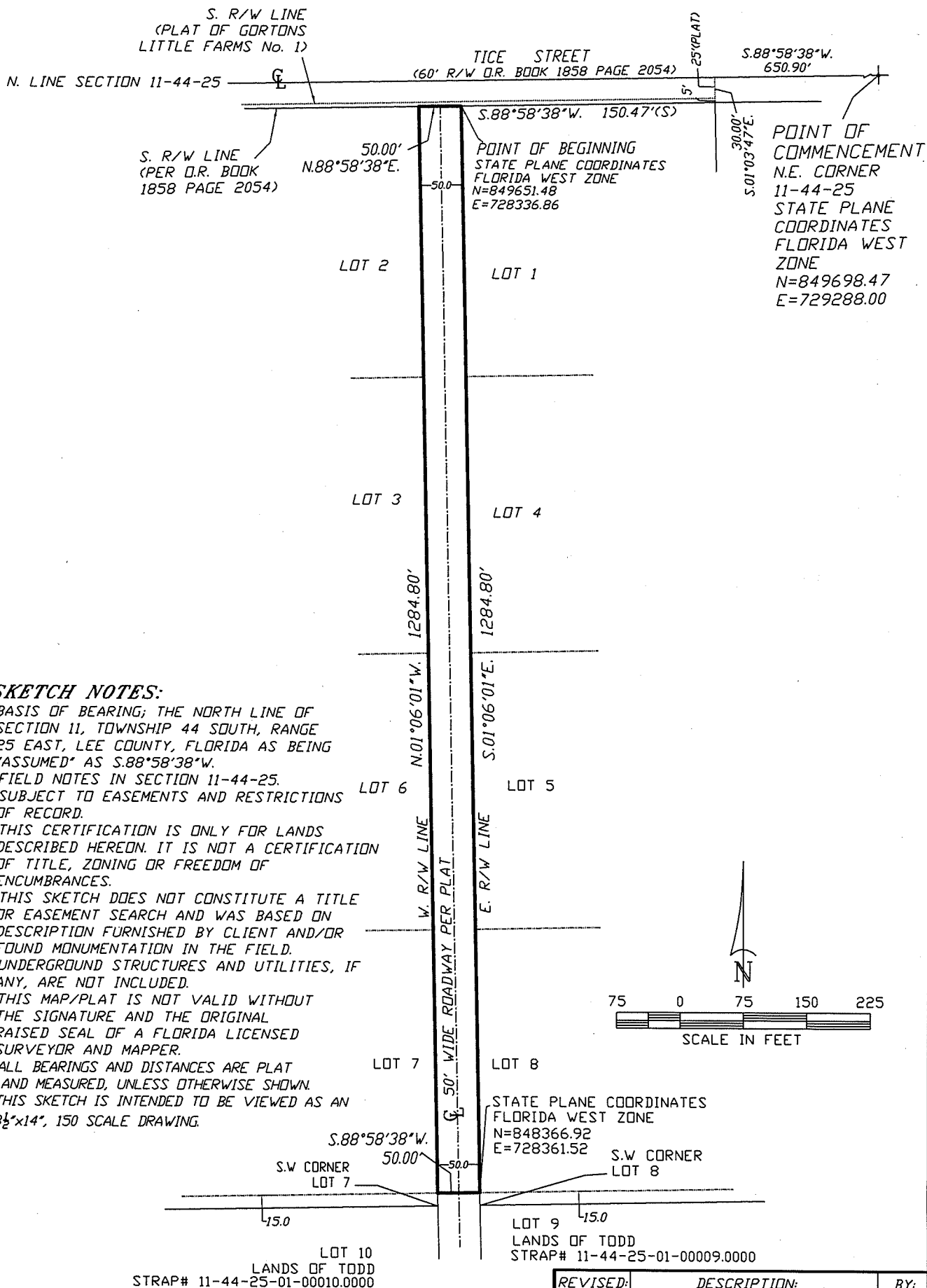
HARRIS-JORGENSEN, INC.  
3046 DEL PRADO BLVD. S. 3A  
CAPE CORAL, FLORIDA 33904  
PHONE: (239) 257-2624  
FAX: (239) 257-2921

REVISED:	DESCRIPTION:	BY:
02/22/17	LESS S. 15' LOT 7 & 8	PMH
DATE OF LAST FIELD WORK: 12/8/16		
DRAWN:	CHECK:	PROJ. #
PMH	FBH	5552TICEa
SURVEY DATE	FILE NO.	SHT. - 1
12/8/16	44-25-11	OF - 2

# Exhibit B

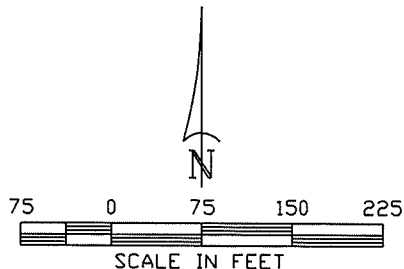
SKETCH TO ACCOMPANY DESCRIPTION  
**VACATION OF ROAD RIGHT OF WAY PORTION  
 ADJACENT TO PORTION OF LOTS 1-8,  
 GORTON LITTLE FARMS No. 1**

SECTION 11, TOWNSHIP 44 SOUTH, RANGE 25 EAST, (PLAT BOOK 5, PAGE 38) LEE COUNTY, FLORIDA  
 \*\*NOT A BOUNDARY SURVEY



**SKETCH NOTES:**

1. BASIS OF BEARING; THE NORTH LINE OF SECTION 11, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING "ASSUMED" AS S.88°58'38"W.
2. FIELD NOTES IN SECTION 11-44-25.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
5. THIS SKETCH DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
6. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
7. THIS MAP/PLAT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.
9. THIS SKETCH IS INTENDED TO BE VIEWED AS AN 8½"x14", 150 SCALE DRAWING.



REVISED:	DESCRIPTION:	BY:
DATE OF LAST FIELD WORK: 12/8/16		
DRAWN: PMM	CHECK: FBH	SCALE 1"=150'
PROJ. # 5552TICEa		
SURVEY DATE 12/8/16	FILE NO. 44-25-11	SHT.- 2 OF - 2

SEE SHEET 1 OF 2 FOR DESCRIPTION TO ACCOMPANY THIS SKETCH

# NOTICE OF PUBLIC HEARING FOR PETITION TO VACATE

Case Number: VAC2017-00002

TO WHOM IT MAY CONCERN:

NOTICE is hereby given that on the \_\_\_\_\_  
in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120  
Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee  
County, Florida, will consider and take action on a Petition vacating, abandoning,  
closing and discontinuing the public's interest in the right-of-way or portion of a  
right-of-way, as well as the easement, plat or portion of a plat legally described in  
the attached Exhibit "A"

Interested parties may appear in person or through a representative and  
be heard with respect to the Petition to Vacate.

Anyone wishing to appeal the decision made by the Board with respect to  
any matter considered at this meeting will need a record of the proceeding for  
such appeal, and may need a verbatim record, to include all testimony and  
evidence upon which the appeal is to be based.

A copy of the Petition to Vacate is on file in the Office of the Clerk of the  
Circuit Court of Lee County, Florida, Minutes Department, Room 200, 2115  
Second Street,  
Fort Myers, Florida, 33902-0398.

In accordance with the Americans with Disabilities Act, reasonable  
accommodations will be made upon request. Contact the Lee County  
Administration at 239-533-2221 for assistance.

LINDA DOGGETT, CLERK

---

Deputy Clerk Signature

---

Please Print Name

Approved as to Form for the  
Reliance of Lee County Only

---

County Attorney Signature

---

Please Print Name

**NOTICE OF RESOLUTION ADOPTION FOR PETITION TO VACATE**

Case Number: VAC2017-00002

TO WHOM IT MAY CONCERN:

NOTICE is hereby given that on the \_\_\_\_\_ the Board of County Commissioners of Lee County, Florida adopted Resolution No. \_\_\_\_\_. The effect of this Resolution is to vacate, abandon, close and discontinue the public's interest in the rights-of-way or portion of rights-of-way described as follows:

A portion of right of way between 5552 Tice Street and 5554 Tice Street, Fort Myers, Florida.

Please Govern Yourself Accordingly.

LINDA DOGGETT, CLERK

\_\_\_\_\_  
Deputy Clerk Signature

\_\_\_\_\_  
Please Print Name

Approved as to Form for the  
Reliance of Lee County Only

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
Please Print Name



PETITION TO VACATE  
TRANSMITTAL FOR PUBLIC NOTICE  
REQUIREMENTS

DATE: March 21, 2017

To: Kim Rasner  
Administration

FROM: Gary Rashford  
Development Services

BLUESHEET NUMBER: \_\_\_\_\_

CASE NUMBER: VAC2017-00002

Applicable Public Noticing Requirement:

PTV under AC13-1  
1<sup>st</sup> Notice - 15 days prior to Public Hearing  
2<sup>nd</sup> Notice - 7 days prior to Public Hearing

PTV under AC13-8  
One Notice - 15 days prior to Public Hearing

Upon scheduling of Public Hearing date, please provide e-mail notice to Gary Rashford, Development Services Surveyor, Development Services ([grashford@leegov.com](mailto:grashford@leegov.com)) and John Fredyma, Senior Assistant County Attorney ([cmcintoshjr@leegov.com](mailto:cmcintoshjr@leegov.com))



**PETITION TO VACATE (AC 13-8)**

**Case Number:** \_\_\_\_\_

Petitioner(s), G.C.K. Ranch, LLC requests the Board of County Commissioners of Lee County, Florida, to grant this Petition to Vacate and states as follows:

1. Petitioner(s) mailing address: 5552 Tice St., Fort Myers, FL 33905
2. In accordance with Florida Statute (F.S.) Chapter 336 and Lee County Administrative Code (LCAC) 13-8, Petitioner desires to vacate, abandon and discontinue the public's interest in the right-of-way or portion of right-of-way legally described in the attached Exhibit "A".
3. A sketch showing the area(s) the Petitioner desires to vacate is attached as Exhibit "B".
4. Notice concerning the intent of this Petition will be provided in accordance with LCAC 13-8.
5. In accordance with letters of review and recommendation provided by the various governmental and utility entities, there is no apparent impediment to granting Petitioner's request.

Wherefore, Petitioner respectfully requests that the Board of County Commissioners adopt a Resolution granting the Petition to Vacate.

Respectfully Submitted by:

\_\_\_\_\_  
Petitioner Signature

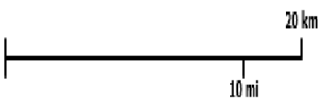
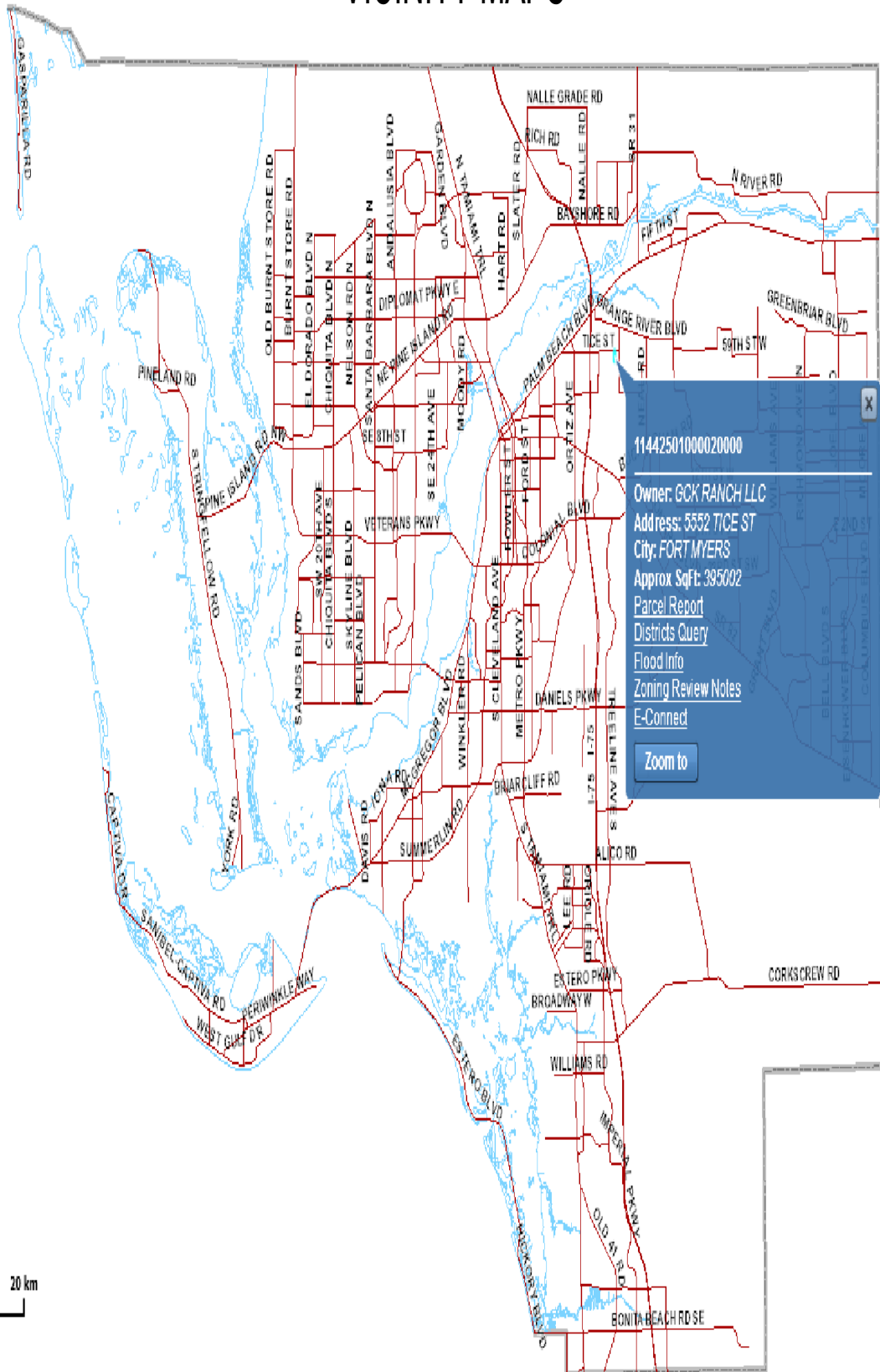
\_\_\_\_\_  
Petitioner Signature

**Allen W. Lance, Manager**

\_\_\_\_\_  
Printed Name

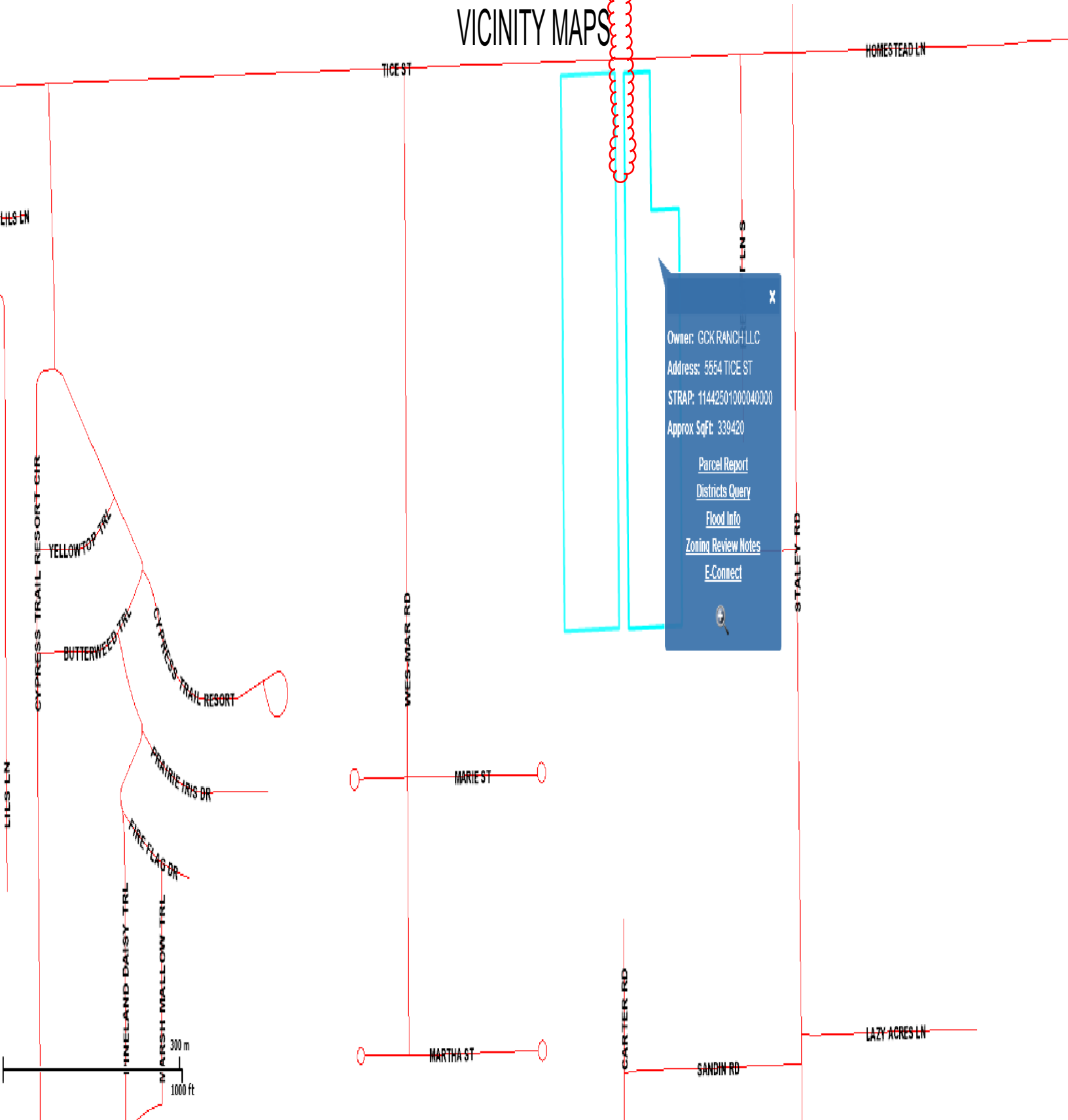
\_\_\_\_\_  
Printed Name

# VICINITY MAPS





# VICINITY MAPS



<b>Blue Sheet No. 20170202</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>9:30 AM Public Hearing 2</b>
------------------------------------	--	---------------------------------

**TITLE:**

Vacate a portion of a platted right-of-way between 3337 Broadway and 2219 Hunter Street, Fort Myers

**ACTION REQUESTED:**

Case No. VAC2017-00004. Conduct a public hearing to adopt a resolution for a petition to vacate a portion of the platted right of way of an un-named alley, lying East of Lot 5, Block 5 and West of Lot 5, Block 7 in the Unity Heights Subdivision of Lee County, Florida as recorded in Plat Book 5, Page 8 of the Public Records of Lee County, Florida. (Strap#25-44-24-07-00005.0050 and 25-44-24-07-00007.005A)

**FUNDING:**

No funding required.

**WHAT ACTION ACCOMPLISHES:**

The proposed vacation, Case No. VAC2017-00004, will extinguish the public interest in a portion of the platted right-of-way between 3337 Broadway and 2219 Hunter Street, allowing for the expansion of an existing religious facility. The existing property is within an unincorporated enclave within the City of Fort Myers. The vacation of this portion of right-of-way will not alter existing drainage and utility conditions or result in a "land locked" condition for any area properties and the right-of-way is not necessary to accommodate any future transportation, drainage and/or utility needs.

**MANAGEMENT RECOMMENDATION:**

Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input checked="" type="checkbox"/> Statute FS Ch. 177/Ch 336	<b>Commissioner:</b> <b>Department:</b> COMMUNITY DEVELOPMENT <b>Division:</b> Development Services <b>By:</b> Jessica Munoz
<input type="checkbox"/> Ordinance	
<input checked="" type="checkbox"/> Admin Code AC 13-1 / AC 13-8	
<input type="checkbox"/> Other	

**Background:**

Staff has reviewed the Petition to Vacate, VAC2017-00004 together with letters of no objection from Public Utility Providers and LCDOT. There are no objections to the requested vacation and all affected property owners have been notified. The vacation of this roadway easement will not alter existing drainage or utility conditions.

The completed Petition to Vacate, Case Number VAC2017-00004, was submitted by Ahmad R. Kareh, P.E., M.S.C.E., as registered agent for Islamic Center of Southwest Florida Inc., who proposed to remove encumbrances to facilitate the expansion of an existing religious facility. The properties in question are located in an unincorporated enclave within the City of Fort Myers. Both properties adjacent to the alley are owned by the applicant. The alley does not serve any additional adjacent parcels and the northern portion of the alley has already been vacated by the entity that owns Broadway Church to the north.

**Attachments:**

Resolution, Notice of Public Hearing, Notice of Adoption of Resolution, Transmittal for Public Notice, Petition to Vacate, Vicinity Maps.

<b>Required Review:</b>					
<b>David Loveland</b>	<b>Corris L. McIntosh Jr.</b>	<b>Anne Henkel</b>	<b>Peter Winton</b>	<b>Doug Meurer</b>	
COMMUNITY DEVELOPMENT	County Attorney	Budget Analyst	Budget Services	County Manager	

THIS INSTRUMENT PREPARED BY:

Department of Community Development  
Development Services Division  
1500 Monroe Street  
Fort Myers Florida 33901

**RESOLUTION NO. \_\_\_\_\_ FOR PETITION TO VACATE**

Case Number: VAC2017-00004

WHEREAS, Petitioner Islamic Center of Southwest Florida, Inc. in accordance with Florida Statute (F.S.) Chapter 177 and Lee County Administrative Code (LCAC) 13-1, filed a Petition to vacate the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A"; and

WHEREAS, the Petition also included a request, in accordance with F.S. Chapter 336 and LCAC 13-8, to vacate, abandon, close and discontinue the public's interest in the right-of-way or portion of right-of-way legally described in the attached Exhibit "A"; and

WHEREAS, the Board of County Commissioners of Lee County, Florida held a Public Hearing concerning the Petition to Vacate on the \_\_\_\_\_; and

WHEREAS, a legally sufficient Affidavit of Publication regarding the Notice of Public Hearing on this Petition to Vacate, was entered into the minutes of the County Commission Meeting and a copy of said Affidavit is attached as Exhibit "C"; and

WHEREAS, the Petitioner is fee simple title holder to the underlying land sought to be vacated in accordance with F.S. Chapter 177; and

WHEREAS, the Petitioner provided proof all applicable state and county taxes have been paid on the property to be vacated in accordance with F.S. Chapter 177; and

WHEREAS, Petitioner did provide notice to all affected property owners (if any) concerning the intent of the Petition to Vacate in accordance with the LCAC 13-1; and

WHEREAS, it appears that vacating, abandoning, closing or discontinuing the subject right-of-way or portion of right-of-way is in the best interest of the public and promotes the public's health, safety and welfare without invading or violating individual property rights; and

WHEREAS, the letters of review and recommendation provided by various governmental and utility entities indicate that granting the Petitioner's request is appropriate and in accordance with the requirements of the Florida Statutes.

NOW therefore be it resolved by the Board of County Commissioners as follows:

1. Petition to Vacate No. VAC2017-00004 is hereby granted.
2. The public's interest in the easement, plat or portion of plat legally described in Exhibit "A" and graphically depicted in the attached Exhibit "B" is hereby vacated.
3. The public's interest in the right-of-way or portion of right-of-way described in Exhibit "A" and graphically depicted in the sketch attached as Exhibit "B" is hereby vacated, abandoned, closed and discontinued.
4. A Notice of Resolution Adoption will be published one time within 30 days of adoption in a newspaper of general circulation. An Affidavit of Publication for the Notice of Resolution Adoption will be attached to the Resolution as Exhibit "D".
5. This Resolution will become effective upon recording of a fully executed Resolution, including all exhibits referred to above, in the public records of Lee County, Florida.

This Resolution passed by voice and entered into the minutes of the Board of County Commissioners of Lee County, Florida, this \_\_\_\_\_ .

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk Signature

\_\_\_\_\_  
Chairman Signature

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

Approved as to Form for the  
Reliance of Lee County Only

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
Please Print Name

**Exhibit A**



**Bean, Whitaker, Lutz & Kareh, Inc.**

13041 McGregor Boulevard  
Fort Myers, Florida 33919-5910  
email – fmooffice@bwlk.net  
(Ph) 239-481-1331 (Fax) 239-481-1073

Description of a Parcel of Land  
Lying in

Section 25, Township 44 South, Range 24 East  
City of Fort Myers, Lee County, Florida  
(Portion of Unnamed 25 Foot Wide Alley to be Vacated)

A parcel of land situated in the State of Florida, County of Lee, City of Fort Myers, Section 25, Township 44 South, Range 24 East, and more particularly described as follows:

That certain portion of an un-named 25.00 foot alley, lying north of Hunter Street (50 foot wide), east of Lot 5, Block 5, west of Lot 5, Block 7, and south of the easterly extension of the northerly line of said Lot 5, Block 5, all according to the plat of Unity Heights as recorded in Plat Book 5, at Page 8, Public Records of Lee County, Florida.

Said parcel being approximately 122 'x 25' and containing 3,050 square feet, more or less.

Bean, Whitaker, Lutz & Kareh, Inc. (LB4919)

  
\_\_\_\_\_  
Scott C. Whitaker, P.S.M. 4324

43423\_DESC\_25FT\_ALLEY

1/29/16

Parcel to the East Address: 2219 Hunter Street Fort Myers, FL 33901  
Parcel to the West Address: 3777 Broadway Fort Myers, FL 33901

**RECEIVED**  
FEB 21 2017

COMMUNITY DEVELOPMENT

VAC 2017 - 00004

**EXHIBIT "A"**



PRINCIPALS:  
SCOTT C. WHITAKER, PSM, PRESIDENT  
JOSEPH L. LUTZ, PSM  
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

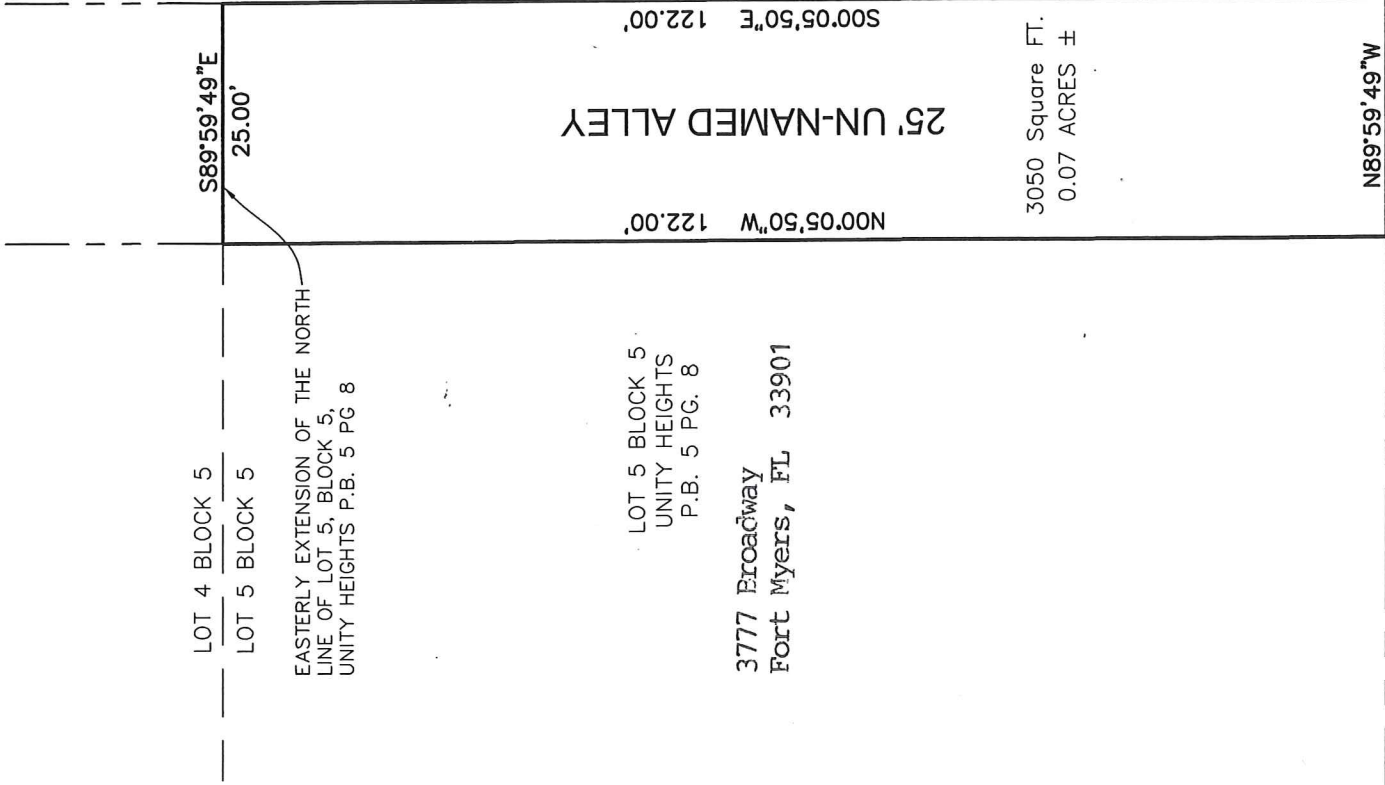
ASSOCIATES:  
JAMES A. HESSLER, PSM  
ROBERT L. CARMELIA, PSM  
STEPHEN F. SHAWLES II, PSM  
MUNIR R. SULEH, PE, MSCE

Exhibit B

**SKETCH TO ACCOMPANY DESCRIPTION**

OF A PARCEL OF LAND  
LYING IN

SECTION 25, TOWNSHIP 44 SOUTH, RANGE 24 EAST,  
CITY OF FORT MYERS, LEE COUNTY, FLORIDA.



LOT 4 BLOCK 5  
LOT 5 BLOCK 5

EASTERLY EXTENSION OF THE NORTH  
LINE OF LOT 5, BLOCK 5,  
UNITY HEIGHTS P.B. 5 PG 8

LOT 5 BLOCK 5  
UNITY HEIGHTS  
P.B. 5 PG. 8

3777 Broadway  
Fort Myers, FL 33901

LOT 5 BLOCK 7  
UNITY HEIGHTS  
P.B. 5 PG. 8

2219 Hunter Street  
Fort Myers, FL 33901

**VAC 2017 - 00004**

**RECEIVED**  
FEB 21 2017

**COMMUNITY DEVELOPMENT**

3050 Square FT.  
0.07 ACRES ±

N. R/W HUNTER ST.

R/W

**☉ HUNTER STREET (50')**

N89°59'49"W 300.00'  
(BEARING BASIS)

**ABBREVIATIONS**

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.T. = POINT OF TANGENCY
- R/W = RIGHT-OF-WAY
- P.B. = PLAT BOOK
- O.R. = OFFICIAL RECORDS
- PG. = PAGE
- SEC. = SECTION
- +/- = PLUS OR MINUS

\*\*\* THIS IS NOT A SURVEY \*\*\*

Bean, Whitaker, Lutz & Kareh, Inc.

*Scott C. Whitaker*  
SCOTT C. WHITAKER, P.S.M.  
Florida Certificate No. 4324

**ISLAMIC CENTER OF S.W FL. - SKETCH OF 25' ALLEY**

**Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)**

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

13041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-5910 (239) 481-1331

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
01-29-16	43423	SFS	1" = 20'	1 OF 1	25-44-24

EXHIBIT "B"

# NOTICE OF PUBLIC HEARING FOR PETITION TO VACATE

Case Number: VAC2017-00004

TO WHOM IT MAY CONCERN:

NOTICE is hereby given that on the \_\_\_\_\_ in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, will consider and take action on a Petition vacating, abandoning, closing and discontinuing the public's interest in the right-of-way or portion of a right-of-way, as well as the easement, plat or portion of a plat legally described in the attached Exhibit "A"

Interested parties may appear in person or through a representative and be heard with respect to the Petition to Vacate.

Anyone wishing to appeal the decision made by the Board with respect to any matter considered at this meeting will need a record of the proceeding for such appeal, and may need a verbatim record, to include all testimony and evidence upon which the appeal is to be based.

A copy of the Petition to Vacate is on file in the Office of the Clerk of the Circuit Court of Lee County, Florida, Minutes Department, Room 200, 2115 Second Street, Fort Myers, Florida, 33902-0398.

In accordance with the Americans with Disabilities Act, reasonable accommodations will be made upon request. Contact the Lee County Administration at 239-533-2221 for assistance.

LINDA DOGGETT, CLERK

---

Deputy Clerk Signature

---

Please Print Name

Approved as to Form for the  
Reliance of Lee County Only

---

County Attorney Signature

---

Please Print Name

**NOTICE OF RESOLUTION ADOPTION FOR PETITION TO VACATE**

Case Number: VAC2017-00004

TO WHOM IT MAY CONCERN:

NOTICE is hereby given that on the \_\_\_\_\_ the Board of County Commissioners of Lee County, Florida adopted Resolution No. \_\_\_\_\_. The effect of this Resolution is to vacate, abandon, close and discontinue the public's interest in the rights-of-way or portion of rights-of-way described as follows:

A portion of right of way between 3337 Broadway and 2219 Hunter Street, Fort Myers, Florida.

Please Govern Yourself Accordingly.

LINDA DOGGETT, CLERK

\_\_\_\_\_  
Deputy Clerk Signature

\_\_\_\_\_  
Please Print Name

Approved as to Form for the  
Reliance of Lee County Only

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
Please Print Name





PETITION TO VACATE  
TRANSMITTAL FOR PUBLIC NOTICE  
REQUIREMENTS

DATE: March 3, 2017

To: Kim Rasner  
Administration

FROM: Gary Rashford  
Development Services

BLUESHEET NUMBER: \_\_\_\_\_

CASE NUMBER: VAC2017-00004

Applicable Public Noticing Requirement:

PTV under AC13-1  
1<sup>st</sup> Notice - 15 days prior to Public Hearing  
2<sup>nd</sup> Notice - 7 days prior to Public Hearing

PTV under AC13-8  
One Notice - 15 days prior to Public Hearing

Upon scheduling of Public Hearing date, please provide e-mail notice to Gary Rashford, Development Services Surveyor, Development Services ([grashford@leegov.com](mailto:grashford@leegov.com)) and John Fredyma, Senior Assistant County Attorney ([cmcintoshjr@leegov.com](mailto:cmcintoshjr@leegov.com))



RECEIVED  
MAR 30 2017

COMMUNITY DEVELOPMENT

PETITION TO VACATE (AC 13-1 & 13-8)

Case Number: VAC2017-00004

Petitioner(s), ISLAMIC CENTER OF SOUTHWEST FLORIDA, INC. requests the Board of County Commissioners of Lee County, Florida, to grant this Petition to Vacate and states as follows:

1. Petitioner(s) mailing address: 3337 BROADWAY FORT MYERS, FL 33901
2. In accordance with Florida Statute (F.S.) Chapter 177 and Lee County Administrative Code (LCAC) 13-1, Petitioner desires to vacate the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A" and in accordance with F.S. Chapter 336 and LCAC 13-8, Petitioner desires to vacate, abandon, close and discontinue the public's interest in the right-of-way or portion of right-of-way legally described in Exhibit "A."
3. A sketch showing the area(s) the Petitioner desires to vacate is attached as Exhibit "B."
4. In accordance with F.S. Chapter 177, proof Petitioner paid all applicable state and county taxes on the property to be vacated is attached as Exhibit "C."
5. In accordance with F.S. Chapter 177, Petitioner is fee simple title holder to the underlying land sought to be vacated.
6. In accordance with the LCAC 13-1, Petitioner did provide notice to all affected property owners concerning the intent of this Petition, Notice concerning the intent of this Petition will also be provided in accordance with the LCAC 13-8.
7. In accordance with letters of review and recommendation provided by various governmental and utility entities, there is no apparent impediment to granting Petitioner's request.

Wherefore, Petitioner respectfully requests that the Board of County Commissioners adopt a Resolution granting the Petition to Vacate.

Respectfully Submitted by:

Petitioner Signature

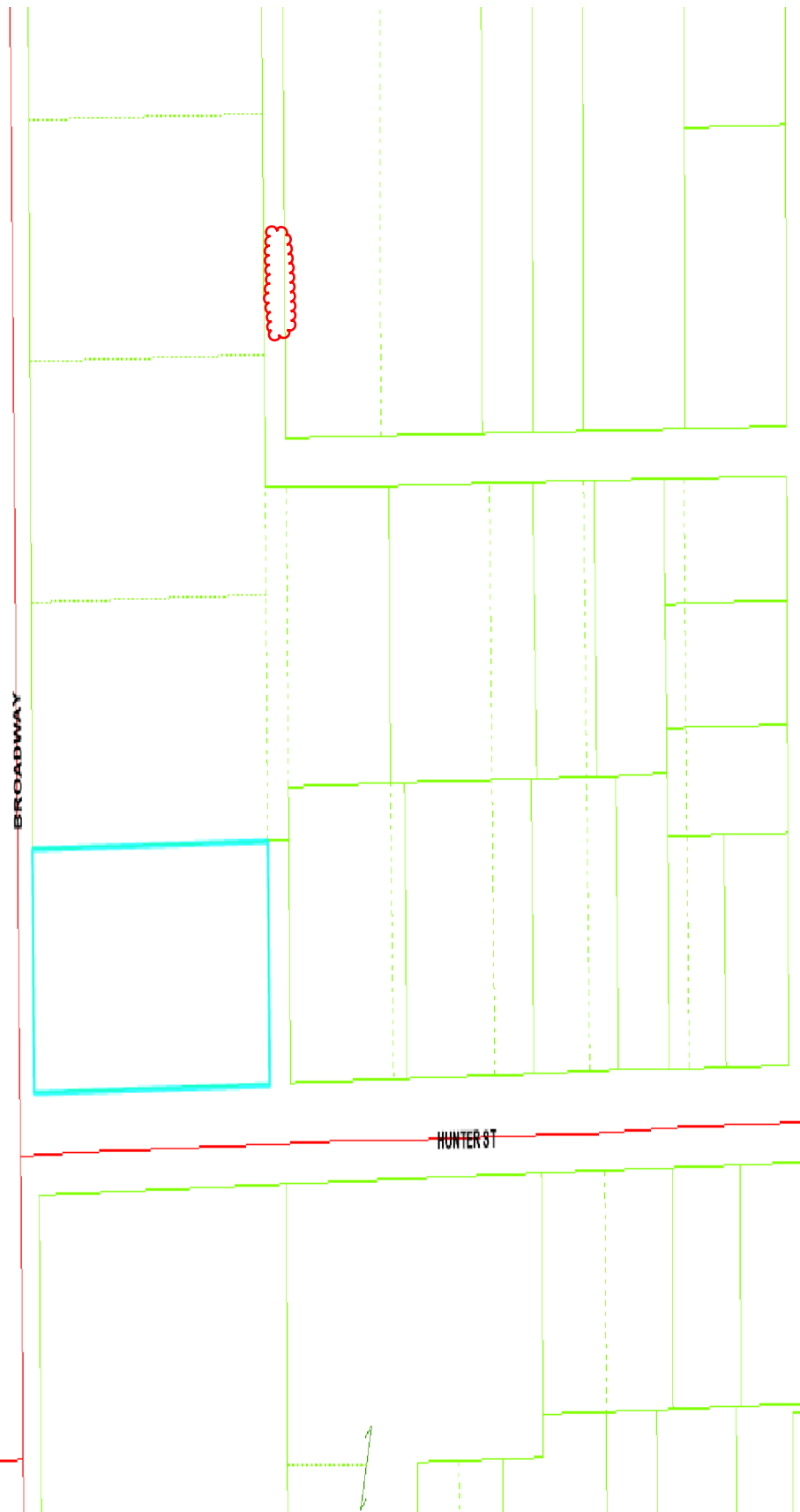
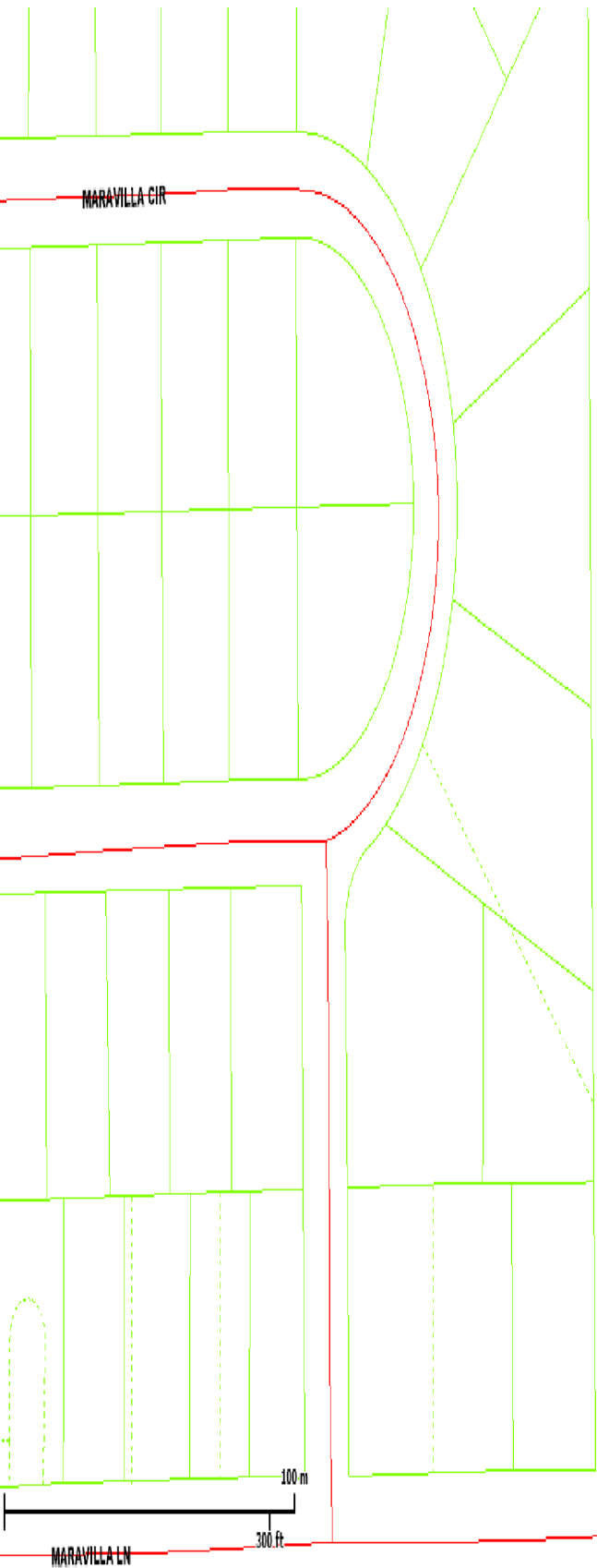
Petitioner Signature

MA DAIYAN IBRAHIM, VICE PRESIDENT

Printed Name

Printed Name





<b>Blue Sheet No. 20170237</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>9:30 AM Public Hearing 3</b>
------------------------------------	--	---------------------------------

**TITLE:**  
Vacate the public interest in a portion of a platted public utility easement at 215 Scott Ave. and 217 Scott Ave. Lehigh Acres, FL

**ACTION REQUESTED:**  
Case No. VAC2017-00001. Conduct a public hearing to adopt a resolution approving the vacation of the public interest in a portion of a platted 12' public utility easement running along the common lot line of Lots 20 and 21, Block 28, Unit 7, of the plat of Lehigh Acres as recorded in Plat Book 15, Page 54 of the public records of Lee County, Florida

**FUNDING:**  
No funding is required

**WHAT ACTION ACCOMPLISHES:**  
The proposed vacation (Case No. VAC2017-00001) will extinguish the public interest in a portion of an unimproved 12' public utility easement on Lots 20 and 21, Block 28, Unit 7, of the plat of Lehigh Acres as recorded in Plat Book 15, Page 54 of the public records of Lee County, Florida. Approval of the petition to vacate will remove encumbrances to allow development/permitting as a unified building site at 215 & 217 Scott Ave.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input checked="" type="checkbox"/> Statute      F.S. 177 <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code      AC 13-1 <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> COMMUNITY DEVELOPMENT <b>Division:</b> Development Services <b>By:</b> Jessica Munoz

**Background:**  
Staff has reviewed the Petition to Vacate together with letters of no objection from Public Utility Providers. There are no objections to the requested vacation and no other affected property owners. The vacation of this platted public utility easement will not alter existing drainage or utility conditions.

The completed petition to vacate, VAC2017-00001, was submitted by Alvin and Madonna Dubson who propose to remove encumbrances to facilitate the combination of two lots and creating a unified building site for a single family home at 215-217 Scott Ave.

Attachments:  
Resolution, Notice of Public Hearing, Transmittal for Public Notice, Petition to Vacate, Maps.

<b>Required Review:</b>					
<b>David Loveland</b>	<b>John J. Fredyma</b>	<b>Anne Henkel</b>	<b>Peter Winton</b>	<b>Doug Meurer</b>	
COMMUNITY DEVELOPMENT	County Attorney	Budget Analyst	Budget Services	County Manager	

THIS INSTRUMENT PREPARED BY:

Department of Community Development  
Development Services Division  
1500 Monroe Street  
Fort Myers Florida 33901

---

**RESOLUTION NO. \_\_\_\_\_ FOR PETITION TO VACATE**

Case Number: VAC2017-00001

WHEREAS, Petitioner Alvin & Madonna Dubson in accordance with Florida Statute (F.S.) Chapter 177 and Lee County Administrative Code (LCAC) 13-1, filed a Petition to Vacate the public's interest in the easements legally described in the attached Exhibit "A"; and

WHEREAS, the Board of County Commissioners of Lee County, Florida held a Public Hearing on this Petition to Vacate on the \_\_\_\_\_; and

WHEREAS, a legally sufficient Affidavit of Publication regarding the Notice of Public Hearing on this Petition to Vacate was entered into the minutes of the County Commission Meeting; and the original said Affidavit is attached as Exhibit "C"; and

WHEREAS, the Petitioner(s) has fee simple title ownership to the underlying land sought to be vacated; and

WHEREAS, the Petitioner(s) has provided proof that all applicable state and county taxes have been paid; and

WHEREAS, Petitioner(s) did provide notice to all affected property owners (if any) concerning the intent of the Petition to Vacate in accordance with LCAC 13-1; and

WHEREAS, the letters of review and recommendation provided by the various governmental and utility entities indicate that granting the Petition to Vacate will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

NOW therefore be it resolved by the Board of County Commissioners as follows:

1. Petition to Vacate No. VAC2017-00001 is hereby granted.
  2. The public's interest in the easements legally described in Exhibit "A" and graphically depicted in the sketch attached as Exhibit "B" is hereby vacated.
  3. This Resolution will become effective upon recording of a fully executed copy in the public records of Lee County, Florida.

This Resolution passed by voice and entered into the minutes of the Board of County Commissioners of Lee County, Florida, this \_\_\_\_\_ .

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk Signature

\_\_\_\_\_  
Chair Signature

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

Approved as to Form for the  
Reliance of Lee County Only

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
Please Print Name

**Legal Description for VAC2017-00001**

The 12 foot public utility easement centered on the common lot line between Lots 20 & 21, Block 28, Unit 7, Lehigh Acres, Section 36, Township 44 South, Range 27 East, according to the plat thereof recorded in Plat Book 15, Page 54, Public Records of Lee County, Florida, less the East and West 6 feet thereof.



PARCEL DESCRIPTION: A 12 FOOT UTILITY EASEMENT 6 FEET ON EACH SIDE OF THE BOUNDARY BETWEEN LOTS 20 & 21, BLOCK 28, UNIT 7, SECTION 36, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEHIGH ACRES, AS RECORDED IN PLAT BOOK 15, PAGE 54, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING ALSO KNOWN AS THE SOUTH 6 FEET OF SAID LOT 21 AND THE NORTH 6 FEET OF SAID LOT 20, LESS THE EAST AND WEST 6 FEET THEREOF, BEING ALTOGETHER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 20 BLOCK 28, UNIT 7, LEHIGH ACRES AS RECORDED IN PLAT BOOK 15, PAGE 54; THENCE ALONG THE NORTH LINE OF SAID LOT 20, S 89°20'04"W 6.00 FEET TO THE WEST SIDE OF A UTILITY EASEMENT RUNNING NORTH AND SOUTH AND THE POINT OF BEGINNING; THENCE ALONG SAID EASEMENT S 00°31'46"E 6.00 FEET TO THE SOUTH SIDE OF A UTILITY EASEMENT RUNNING EAST AND WEST; THENCE ALONG THE SOUTH SIDE OF SAID UTILITY EASEMENT S 89°20'04"W 196.72 FEET TO THE EAST SIDE OF A UTILITY EASEMENT RUNNING NORTH AND SOUTH; THENCE ALONG THE EAST SIDE OF SAID EASEMENT N 00°31'46"W 6.00 FEET TO THE NORTH BOUNDARY OF AFORESAID LOT 20; THENCE CONTINUE ALONG THE EAST SIDE OF SAID EASEMENT N 00°31'46"W 6.00 FEET TO THE NORTH SIDE OF A UTILITY EASEMENT RUNNING EAST AND WEST; THENCE ALONG THE NORTH SIDE OF SAID EASEMENT N 89°20'04"E 196.72 FEET TO THE WEST SIDE OF A UTILITY EASEMENT RUNNING NORTH AND SOUTH; THENCE ALONG SAID EASEMENT S 00°31'46"E 6.00 FEET TO THE POINT OF BEGINNING.

R.K.BURNS SURVEYING, INC. LB 6133  
 3507 LEE BLVD. # 246  
 LEHIGH ACRES, FL. 33971  
 239-303-0764  
 239-303-0832 (FAX)  
 INFO@BURNSSURVEYING.COM

SKETCH TO ACCOMPANY  
 LEGAL DESCRIPTION

SHEET 1 OF 1

**THIS IS NOT A BOUNDARY SURVEY**

Exhibit B

EAST THIRD STREET

LEGEND:  
 LB = LICENSED BUSINESS  
 LS = LICENSED SURVEYOR  
 PS&M = PROFESSIONAL SURVEYOR & MAPPER  
 UE = UTILITY EASEMENT

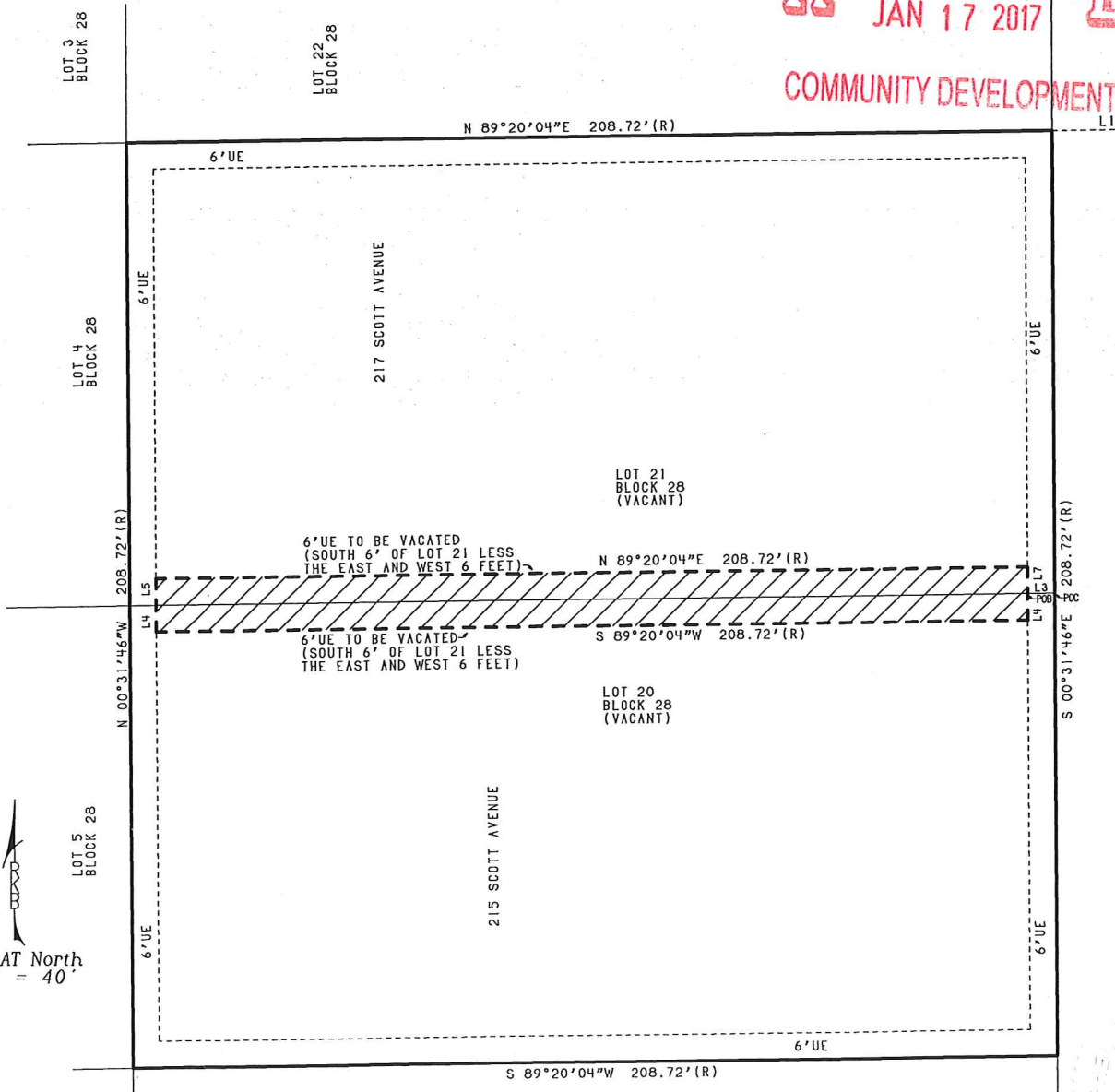
RECEIVED  
 JAN 17 2017

COMMUNITY DEVELOPMENT

S 00°31'46"E 338.08'(R)

SCOTT AVENUE  
 50' ROW ASPHALT ROAD

C/L



PLAT North  
 1" = 40'

By: *John S. Burns, Sr.*  
 John S. Burns, Sr., PS&M-LS#5583  
 R. K. Burns Surveying, Inc. Licensed Survey Business # 6133

VAC 2017-00001

## NOTICE OF PUBLIC HEARING FOR PETITION TO VACATE

Case Number: VAC2017-00001

Notice is hereby given that on the \_\_\_\_\_ in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, will consider and take action on a Petition vacating the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A".

Interested parties may appear in person or through a representative and be heard with respect to the Petition to Vacate.

Anyone wishing to appeal the decision made by the Board with respect to any matter considered at this meeting will need a record of the proceeding for such appeal, and may need a verbatim record, to include all testimony and evidence upon which the appeal is to be based.

A copy of the Petition to Vacate is on file in the Office of the Clerk of the Circuit Court of Lee County, Florida, Minutes Office, 2115 Second Street, Fort Myers, Florida.

In accordance with the Americans with Disabilities Act, reasonable accommodations will be made upon request. Contact the Lee County Administration at 239-533-2221 for assistance.

LINDA DOGGETT, CLERK

\_\_\_\_\_  
Deputy Clerk Signature

\_\_\_\_\_  
Please Print Name

Approved as to Form for the  
Reliance of Lee County Only

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
Please Print Name



PETITION TO VACATE  
TRANSMITTAL FOR PUBLIC NOTICE  
REQUIREMENTS

DATE: March 2, 2017

To: Kim Rasner  
Administration

FROM: Gary Rashford  
Development Services

BLUESHEET NUMBER: \_\_\_\_\_

CASE NUMBER: VAC2017-00001

Applicable Public Noticing Requirement:

- PTV under AC13-1  
1<sup>st</sup> Notice - 15 days prior to Public Hearing  
2<sup>nd</sup> Notice - 7 days prior to Public Hearing

- PTV under AC13-8  
One Notice - 15 days prior to Public Hearing

Upon scheduling of Public Hearing date, please provide e-mail notice to Gary Rashford, Development Services Surveyor, Development Services ([grashford@leegov.com](mailto:grashford@leegov.com)) and Corris McIntosh Jr., Assistant County Attorney ([CMcIntoshJr@leegov.com](mailto:CMcIntoshJr@leegov.com))



PETITION TO VACATE (AC 13-1)

Case Number: VAC 2017-00001

Petitioner(s), ALVIN and MADONNA DUBSON requests the Board of County Commissioners of Lee County, Florida, to grant this Petition to Vacate and states as follows:

1. Petitioner(s) mailing address: 209 SCOTT AVE. LEHIGH ACRES FL 33936
2. In accordance with Florida Statute (F.S.) Chapter 177 and Lee County Administrative Code (LCAC) 13-1, Petitioner desires to vacate the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A".
3. A sketch showing the area the Petitioner desires to vacate is attached as Exhibit "B".
4. Proof Petitioner paid all applicable state and county taxes is attached as Exhibit "C".
5. Petitioner is fee simple title holder to the underlying land sought to be vacated.
6. Petitioner did provide notice to all affected property owners concerning the intent of this Petition in accordance with the LCAC 13-1.
7. In accordance with letters of review and recommendation provided by various governmental and utility entities, it is apparent if the Board grants the Petitioner's request, it will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

Wherefore, Petitioner respectfully requests that the Board of County Commissioners adopt a Resolution granting the Petition to Vacate.

Respectfully Submitted by:

[Signature]  
Petitioner Signature

[Signature]  
Petitioner Signature

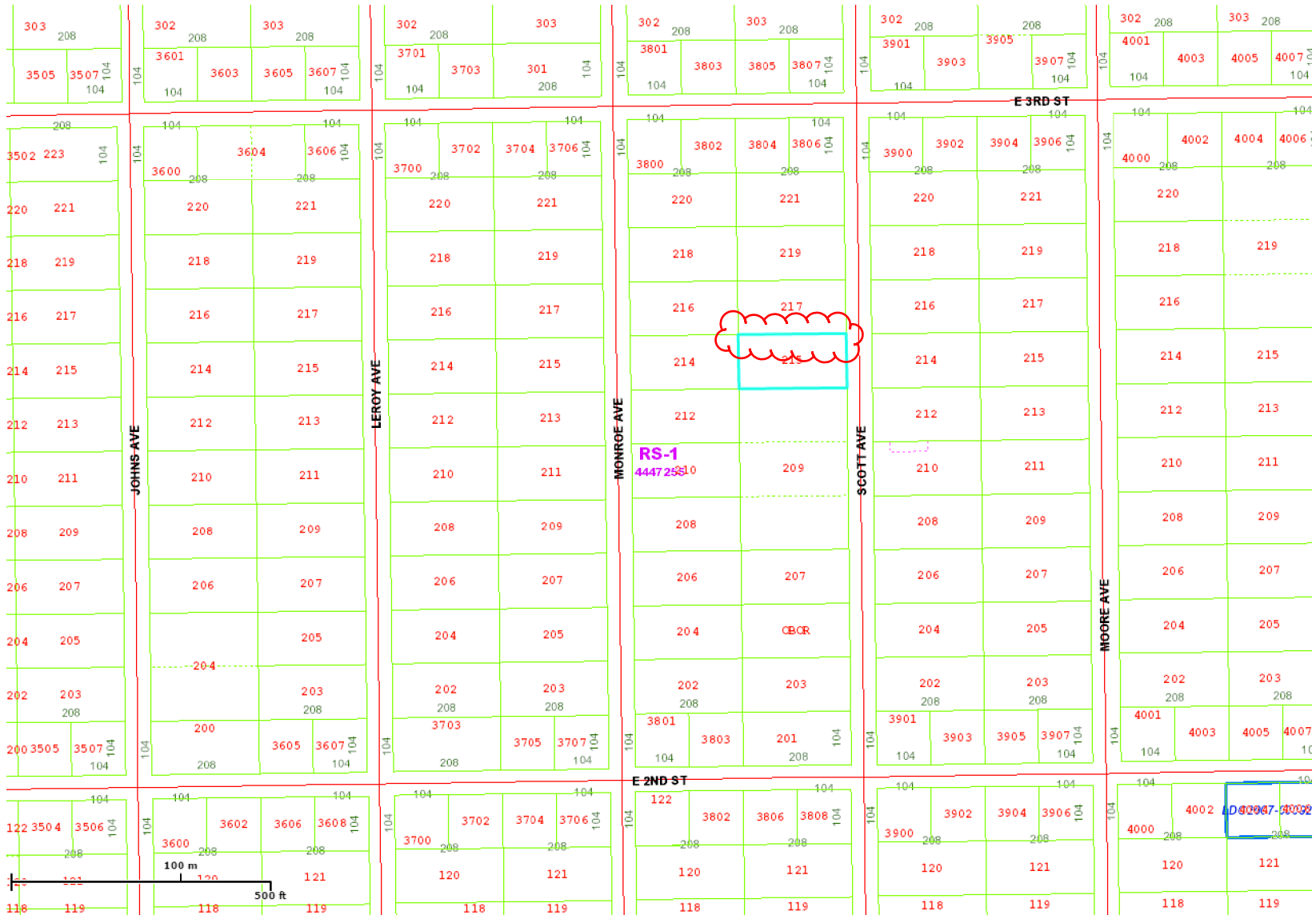
ALVIN DUBSON  
Printed Name

MADONNA DUBSON  
Printed Name



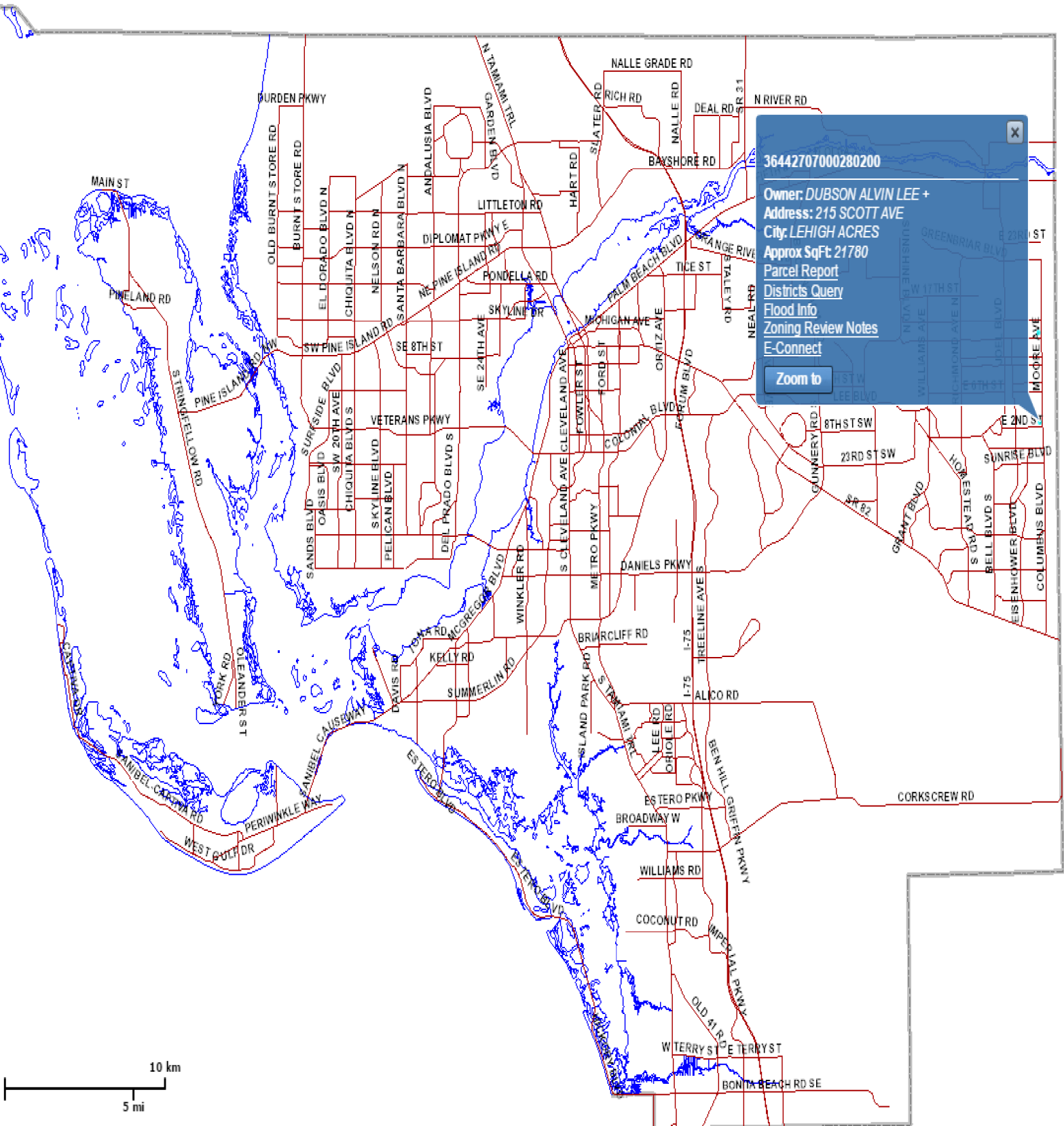
VAC 2017-00001

COMMUNITY DEVELOPMENT



Wed Mar 1 2017 04:07:17 PM.

# Vicinity Map



<b>Blue Sheet No. 20170238</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>9:30 AM Public Hearing 4</b>
------------------------------------	--	---------------------------------

**TITLE:**

Vacate the public interest in a public utility easement at 1123 4th Way, North Fort Myers, FL.

**ACTION REQUESTED:**

Case No. VAC2017-00003. Conduct a public hearing to adopt a resolution approving the vacation of the public interest in the platted 1' public utility easement running along the rear lot lines of Lots 1 through 12, Block E, Cabana City Subdivision as recorded in Plat Book 8, Page 61 of the public records of Lee County, Florida. (Strap# 11-44-24-01-0000E.0010)

**FUNDING:**

No funding is required

**WHAT ACTION ACCOMPLISHES:**

The proposed vacation, Case No. VAC2017-00003, will extinguish the public interest in the unimproved public utility easement on Lots 1 through 12, Block E, Cabana City Subdivision as recorded in Plat Book 8, Page 61 of the public records of Lee County, Florida, the address of which is 1123 4th Way, North Fort Myers, FL, to remove encumbrances to facilitate the sale of the property.

**MANAGEMENT RECOMMENDATION:**

Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input checked="" type="checkbox"/> Statute F.S. 177 <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC 13-1 <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> COMMUNITY DEVELOPMENT <b>Division:</b> Development Services <b>By:</b> Jessica Munoz

**Background:**

Staff has reviewed the Petition to Vacate, VAC2017-00003, together with letters from Public Utility Providers. There are no objections to the requested vacation and no other affected property owners. The vacation of the platted public utility easement will not alter existing drainage or utility conditions.

The completed petition to vacate, VAC2017-00003, was submitted by Peter Garcia as registered agent for AP Home Solutions, LLC who proposes to remove encumbrances to facilitate the sale of the property at 1123 4th Way, North Fort Myers, FL. This action was initiated in order to clear a title issue. The existing residence encroaches into the unused easement.

**Attachments:**

Resolution, Notice of Public Hearing, Transmittal for Public Notice, Petition to Vacate, Maps.

<b>Required Review:</b>					
<b>David Loveland</b>	<b>John J. Fredyma</b>	<b>Anne Henkel</b>	<b>Peter Winton</b>	<b>Doug Meurer</b>	
COMMUNITY DEVELOPMENT	County Attorney	Budget Analyst	Budget Services	County Manager	

THIS INSTRUMENT PREPARED BY:

Department of Community Development  
Development Services Division  
1500 Monroe Street  
Fort Myers Florida 33901

---

**RESOLUTION NO. \_\_\_\_\_ FOR PETITION TO VACATE**

Case Number: **VAC2017-00003**

WHEREAS, Petitioner **AP Home Solutions, LLC** in accordance with Florida Statute (F.S.) Chapter 177 and Lee County Administrative Code (LCAC) 13-1, filed a Petition to Vacate the public's interest in the easements legally described in the attached Exhibit "A"; and

WHEREAS, the Board of County Commissioners of Lee County, Florida held a Public Hearing on this Petition to Vacate on the \_\_\_\_\_; and

WHEREAS, a legally sufficient Affidavit of Publication regarding the Notice of Public Hearing on this Petition to Vacate was entered into the minutes of the County Commission Meeting; and the original said Affidavit is attached as Exhibit "C"; and

WHEREAS, the Petitioner(s) has fee simple title ownership to the underlying land sought to be vacated; and

WHEREAS, the Petitioner(s) has provided proof that all applicable state and county taxes have been paid; and

WHEREAS, Petitioner(s) did provide notice to all affected property owners (if any) concerning the intent of the Petition to Vacate in accordance with LCAC 13-1; and

WHEREAS, the letters of review and recommendation provided by the various governmental and utility entities indicate that granting the Petition to Vacate will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.



NOW therefore be it resolved by the Board of County Commissioners as follows:

1. Petition to Vacate No. VAC2017-00003 is hereby granted.
  2. The public's interest in the easements legally described in Exhibit "A" and graphically depicted in the sketch attached as Exhibit "B" is hereby vacated.
  3. This Resolution will become effective upon recording of a fully executed copy in the public records of Lee County, Florida.

This Resolution passed by voice and entered into the minutes of the Board of County Commissioners of Lee County, Florida, this \_\_\_\_\_ .

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk Signature

\_\_\_\_\_  
Chair Signature

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

Approved as to Form for the  
Reliance of Lee County Only

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
Please Print Name

## **Exhibit "A"**

**Petition to Vacate Case No. VAC2017-00003**

### Legal Description of Public Utility Easement to be vacated:

The One-foot wide Public Utility Easement occupying the southerly one foot of each of Lots 1 through and including 12, Block E, Cabana City, a subdivision according to the map or plat thereof, as recorded in Plat Book 8, Page 61 of the Public Records of Lee County, Florida.

# EXHIBIT "B"

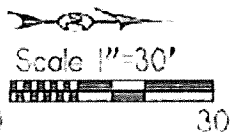
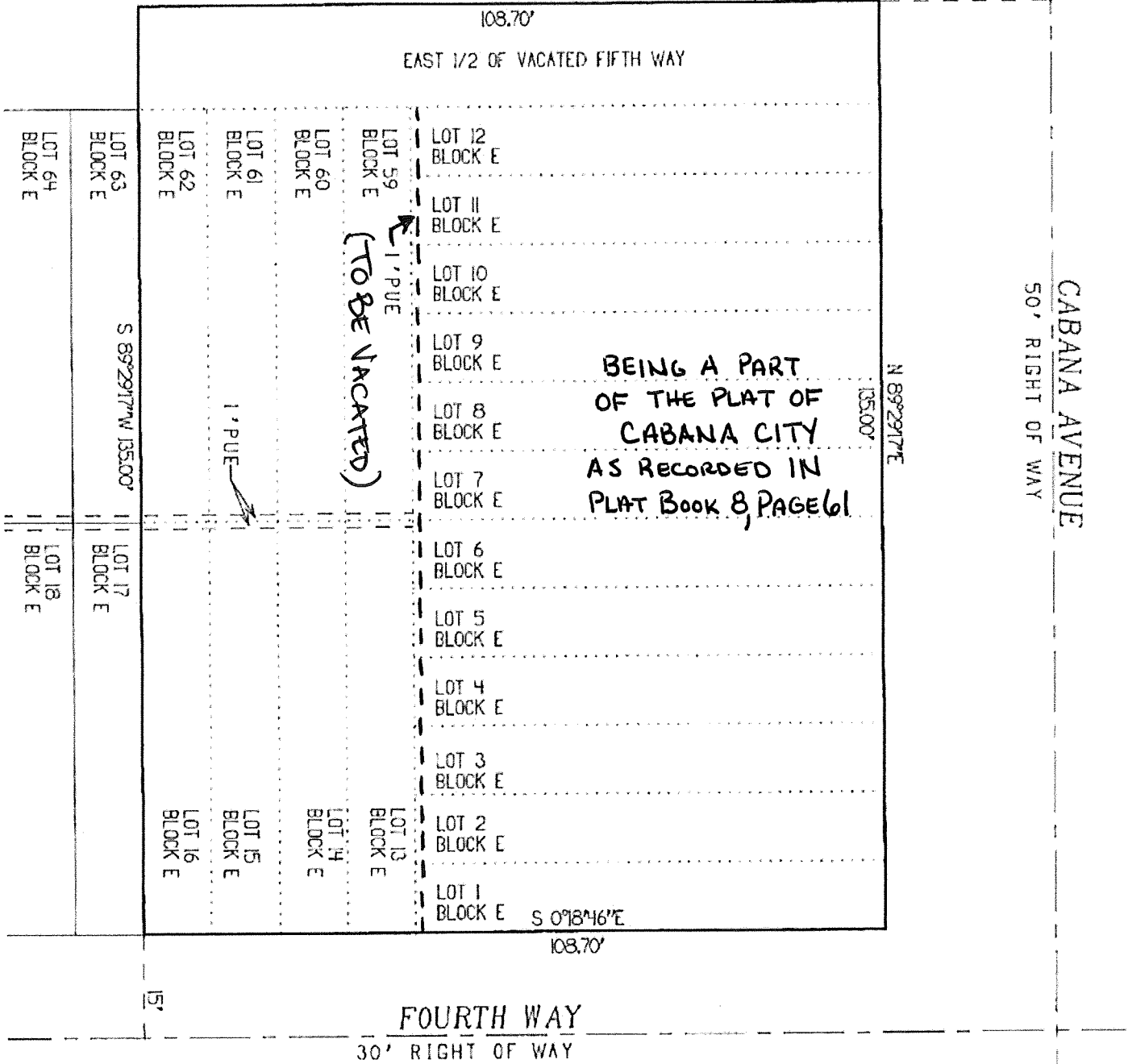
WEST 1/2 OF VACATED FIFTH WAY

N 0°18'46"W

25'

108.70'

EAST 1/2 OF VACATED FIFTH WAY



## NOTICE OF PUBLIC HEARING FOR PETITION TO VACATE

Case Number: VAC2017-00003

Notice is hereby given that on the \_\_\_\_\_ in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, will consider and take action on a Petition vacating the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A".

Interested parties may appear in person or through a representative and be heard with respect to the Petition to Vacate.

Anyone wishing to appeal the decision made by the Board with respect to any matter considered at this meeting will need a record of the proceeding for such appeal, and may need a verbatim record, to include all testimony and evidence upon which the appeal is to be based.

A copy of the Petition to Vacate is on file in the Office of the Clerk of the Circuit Court of Lee County, Florida, Minutes Office, 2115 Second Street, Fort Myers, Florida.

In accordance with the Americans with Disabilities Act, reasonable accommodations will be made upon request. Contact the Lee County Administration at 239-533-2221 for assistance.

LINDA DOGGETT, CLERK

\_\_\_\_\_  
Deputy Clerk Signature

\_\_\_\_\_  
Please Print Name

Approved as to Form for the  
Reliance of Lee County Only

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
Please Print Name



PETITION TO VACATE  
TRANSMITTAL FOR PUBLIC NOTICE  
REQUIREMENTS

DATE: February 15, 2017

To: Kim Rasner  
Administration

FROM: Gary Rashford  
Development Services

BLUESHEET NUMBER: \_\_\_\_\_

CASE NUMBER: VAC2017-00003

Applicable Public Noticing Requirement:

PTV under AC13-1  
1<sup>st</sup> Notice - 15 days prior to Public Hearing  
2<sup>nd</sup> Notice - 7 days prior to Public Hearing

PTV under AC13-8  
One Notice - 15 days prior to Public Hearing

Upon scheduling of Public Hearing date, please provide e-mail notice to Gary Rashford, Development Services Surveyor, Development Services ([grashford@leegov.com](mailto:grashford@leegov.com)) and John Fredyma, Senior Assistant County Attorney ([jfredyma@leegov.com](mailto:jfredyma@leegov.com))



PETITION TO VACATE (AC 13-1)

Case Number: VAC2017-00003

Petitioner(s), AP Home Solutions, LLC requests the Board of County Commissioners of Lee County, Florida, to grant this Petition to Vacate and states as follows:

- 1. Petitioner(s) mailing address: 1202 SE 7th Ct., Homestead, FL 33033
2. In accordance with Florida Statute (F.S.) Chapter 177 and Lee County Administrative Code (LCAC) 13-1, Petitioner desires to vacate the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A".
3. A sketch showing the area the Petitioner desires to vacate is attached as Exhibit "B".
4. Proof Petitioner paid all applicable state and county taxes is attached as Exhibit "C".
5. Petitioner is fee simple title holder to the underlying land sought to be vacated.
6. Petitioner did provide notice to all affected property owners concerning the intent of this Petition in accordance with the LCAC 13-1.
7. In accordance with letters of review and recommendation provided by various governmental and utility entities, it is apparent if the Board grants the Petitioner's request, it will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

Wherefore, Petitioner respectfully requests that the Board of County Commissioners adopt a Resolution granting the Petition to Vacate.

Respectfully Submitted by:

[Handwritten signature of Pedro J. Garcia]

Petitioner Signature

[Handwritten signature of Nicholas Garcia]

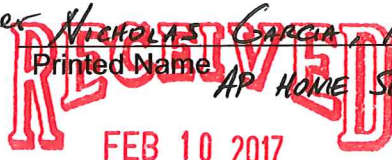
Petitioner Signature

Pedro J. Garcia, Managing Member

Printed Name AP Home Solutions, LLC

NICHOLAS GARCIA, MANAGING MEMBER

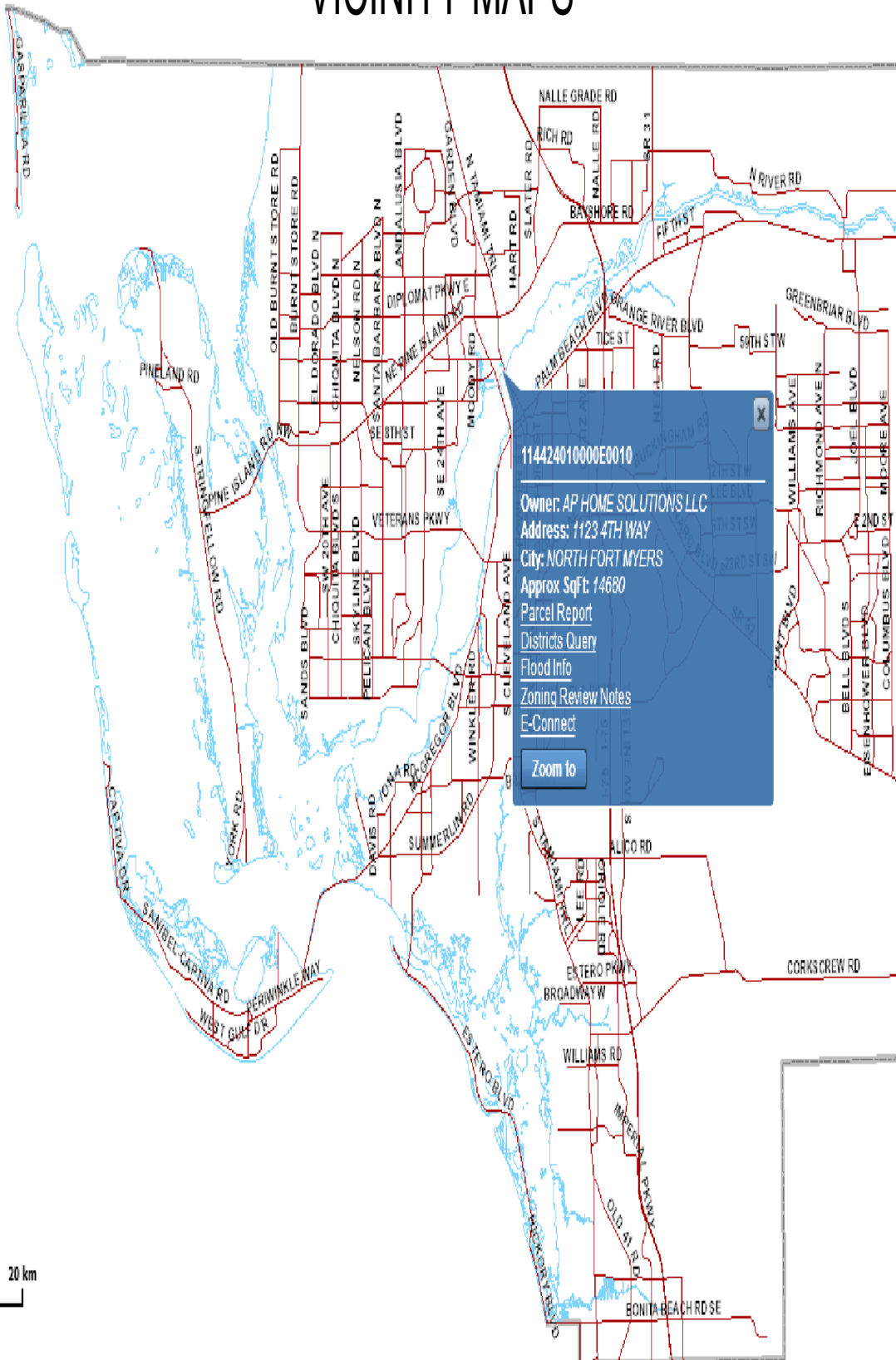
Printed Name AP HOME SOLUTIONS, LLC

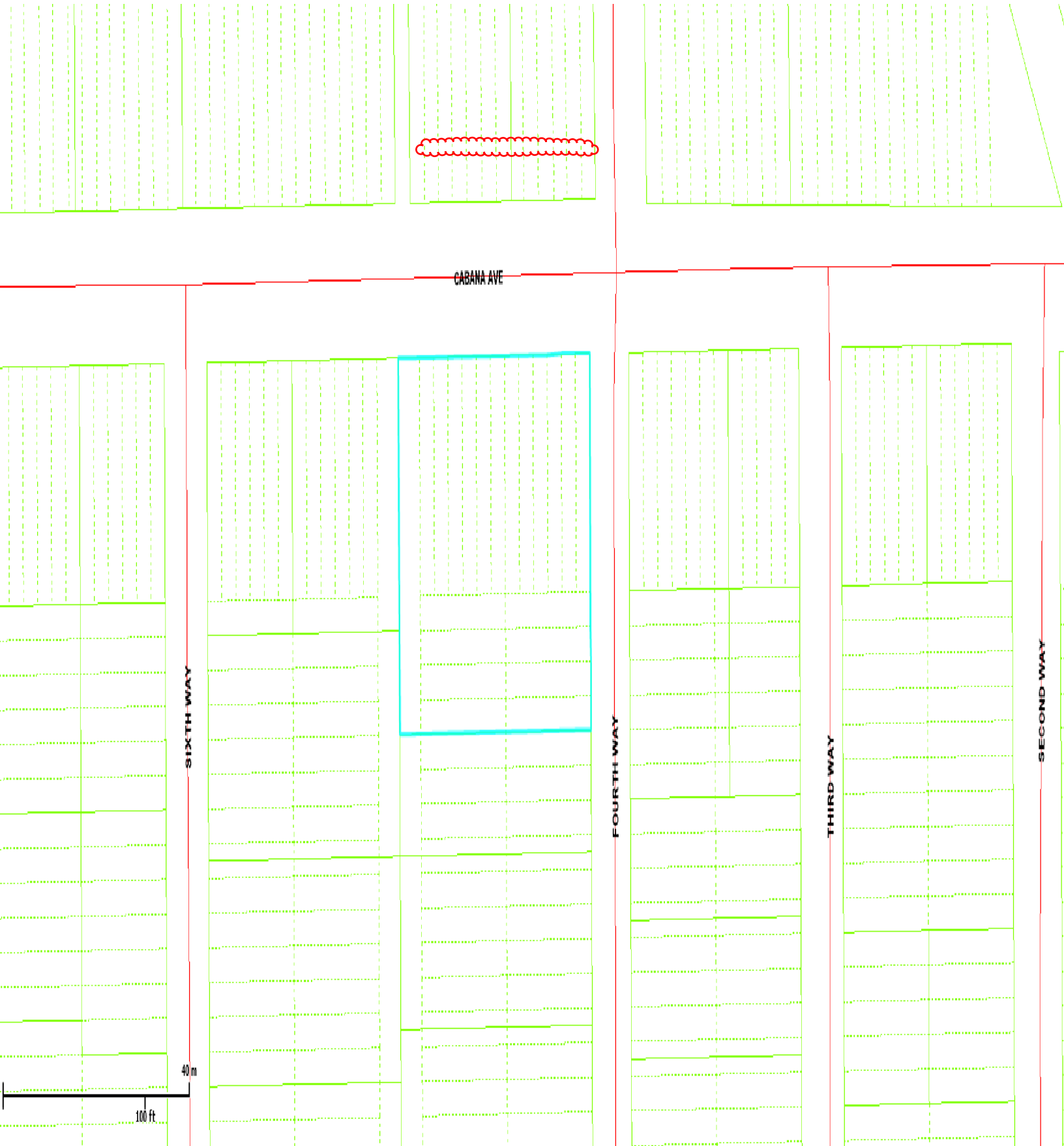


COMMUNITY DEVELOPMENT

VAC 2017-00003

# VICINITY MAPS







<b>Blue Sheet No. 20170217</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>9:30 AM Public Hearing 5</b>
------------------------------------	--	---------------------------------

**TITLE:**  
Conduct public hearing to adopt the Electric Franchise Ordinance

**ACTION REQUESTED:**  
Conduct public hearing to adopt the Electric Franchise Ordinance.

**FUNDING:**  
N/A

**WHAT ACTION ACCOMPLISHES:**  
The proposed ordinance allows Florida Power & Light Company (FPL) and Lee County to enter into a new 30 year agreement (New Franchise Agreement) providing for the payment of fees to Lee County in exchange for the nonexclusive right and privilege of supplying electricity and other services within FPL's service territory in the unincorporated areas of Lee County free of competition from Lee County, pursuant to certain terms and conditions.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input checked="" type="checkbox"/> Ordinance            Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> COUNTY ATTORNEY <b>Division:</b> No Divisions <b>By:</b> Richard Wm. Wesch

**Background:**  
Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply electric services. The provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and Lee County does not desire to undertake to provide such services.

There is currently in effect a franchise agreement between Lee County and FPL, the terms of which are set for in Lee County Ordinance No. 97-15, done and adopted August 12, 1997, and FPL's written acceptance thereof. FPL and Lee County desire to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to Lee County in exchange for the nonexclusive right and privilege of supplying electricity and other services within FPL's service territory in the unincorporated areas of Lee County free of competition from Lee County, pursuant to certain terms and conditions.

1. Draft ordinance  
2. FAIS Form

<b>Required Review:</b>					
<b>Richard Wm. Wesch</b>	<b>Anne Henkel</b>	<b>Peter Winton</b>	<b>Peter Winton</b>		
COUNTY ATTORNEY	Budget Analyst	Budget Services	County Manager		

**LEE COUNTY ORDINANCE NO.**

**AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO LEE COUNTY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Lee County, Florida (County) recognizes that the citizens of Lee County need and desire the continued benefits of electric service; and

**WHEREAS**, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and Lee County does not desire to undertake to provide such services; and

**WHEREAS**, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

**WHEREAS**, there is currently in effect a franchise agreement between Lee County and FPL, the terms of which are set for in Lee County Ordinance No. 97-15, done and adopted August 12, 1997, and FPL's written acceptance thereof

**WHEREAS**, FPL and Lee County desire to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to Lee County in exchange for the nonexclusive right and privilege of supplying electricity and other services within FPL's service territory in the unincorporated areas of Lee County free of competition from Lee County, pursuant to certain terms and conditions; and

**WHEREAS**, the Board of County Commissioners of Lee County deems it to be in the best interest of Lee County and its citizens to enter into the New Franchise Agreement prior to expiration of the Current Franchise Agreement;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA:**

Section 1. The above recitations are hereby found to be true and correct and are adopted and approved as if set out herein at length.

Section 2. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee") for the period of 30 years from the effective date hereof, the non-exclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (herein called "public rights-of-way") throughout all of the unincorporated areas, as such unincorporated areas may be constituted from time to time, of Lee County, Florida, or its successors (herein called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (herein called "facilities"), for the purpose of supplying electricity and other electric utility related services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 3. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with public travel over the public rights-of-way or with

reasonable egress from and ingress to abutting property. To avoid conflicts with public travel, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic, or the location of such facilities constitutes an unavoidable hazard to non-motor vehicular traffic exercising reasonable care taking into account established custom and practices in Lee County with respect to the placement of utility facilities, and other structures or obstructions commonly installed or located in and around sidewalks and other non-motor vehicular travel ways. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee during the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good a condition as

it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 4. The County by the grant of this Franchise to FPL, shall in no way be liable to or responsible for in any manner whatsoever for, any accident, personal injury, property damage, or any claim or damage that may occur in the construction, installation, operation or maintenance by FPL, its employees, agents, contractors, sublicenses or licensees for any of its facilities hereunder, except for any damage specifically caused by or arising solely out the negligence, strict liability, intentional torts or criminal acts of the County. For and in consideration of the sum of One-Hundred and 00/100 Dollars (\$100.00) in hand paid, and other good and valuable consideration accepted by the County, FPL agrees to indemnify and hold the County harmless from and against any and all liability, loss costs, damages or expenses, to include any reasonable attorney fees of the County which may accrue to the County as the result of or by reason of any negligence, default or misconduct by FPL in the construction, operation and maintenance of its facilities hereunder in or on the County's Public Rights-of-Way.

Section 5. All rates, rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided for by law.

Section 6(a). As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 60 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except

ad-valorem property taxes and non ad-valorem tax assessments on property), levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal 4.5 percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the unincorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed 4.5 percent of such revenues for any monthly billing period of the Grantee, except as otherwise expressly provided in the New Franchise Agreement. In the event Grantee subsequently collects previously written-off billed revenues from the sale of electrical energy to residential, commercial, and industrial customers, Grantee shall pay to the Grantor a franchise payment on such revenues in accordance with the formula set forth above in this Section.

Section 6(b). It is further provided that the Grantor shall have the option once annually, subject to all terms, conditions, and limitations specified below, to increase up to a maximum of 6.0% or decrease to a minimum of 1.0%, the percentage used to calculate the amount to be paid by the Grantee pursuant to this Section such percentage hereinafter sometimes referred to for purposes of this option as the "percentage". This option shall be exercised, if at all, by an ordinance duly adopted by the Grantor in accordance with law, a certified copy of which must be delivered to the Grantee. Such ordinance shall include a provision that the Grantor is exercising the option provided herein and state the new percentage to be used in accordance with and subject to the

terms, conditions and limitations set forth in this Section. The Grantor's option hereunder is limited solely to the percentage used to calculate the amount to be paid by Grantee pursuant to this Section, and no other section, provision or term of this franchise shall or may be altered, amended or affected by the Grantor's exercise of this option. Nothing herein shall require the Grantor to exercise its option hereunder.

Section 7. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee; and (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any person to any other retail customer's facility(ies); and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Notwithstanding the foregoing, the Grantor may seek and if approved by the Florida Public Service Commission (FPSC) pursuant to its self-service wheeling rule and applicable statutes, with or without the Grantee's intervention in order to protect its substantial interests pursuant to the FPSC's procedural rules, procure self-service transmission and/or distribution by the Grantee of up to Grantor's available electric output (net) of the Grantor's existing 60.7 megawatt Waste-to-Energy Facility or future electrical power facilities. Grantee hereby acknowledges and agrees that Grantor may exercise its right to self-service transmission

and/or distribution as provided herein and as provided by Florida law. Each party hereto expressly retains all rights to assert all legal arguments or positions, and/or to seek all remedies, that may be asserted or sought in good faith in any such proceeding. Nothing specified above shall prohibit the Grantor from engaging with other persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person for consumption in any facility(ies) being served by the Grantee before such election, the Grantor shall notify the Grantee in writing. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 60 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or energy from to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person.

Section 8. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities in any part of the unincorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee



determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this Agreement by delivering written notice as provided in Section 12 hereof, and termination shall take effect on the date of delivery of such notice.

Section 9. If as a direct or indirect consequence of any legislative, regulatory or other action of the United States of America or the State of Florida (or any department, agency, authority, instrumentality, or political subdivision of either of them) any person is permitted to provide electric service within the unincorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the unincorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without

prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this Agreement by delivering written notice as provided in Section 12 hereof, and termination shall take effect on the date of delivery of such notice.

Section 10. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result, with the right in the Grantor at its discretion to grant such additional time to the Grantee for compliance, as necessities in the case require.

Section 11. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this Ordinance, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with public travel; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute a breach of this franchise entitle the Grantee to withhold a maximum of thirty

percent (30%) payments provided for in Section 6(a) hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 12. Notice. Except in exigent circumstances, and except as may otherwise be specifically provided for in this franchise, all notices by either party shall be made by United States Certified Mail, return receipt requested, or via a nationally recognized overnight courier service. Any notice given by facsimile or email is deemed to be supplementary, and does not alone constitute notice hereunder. All notices shall be addressed as follows:

To The County:

Chairman, Board of County Commissioners  
2120 Main Street  
Fort Myers, FL 33901  
(239) 533-2227 (Telephone)  
(239) 485-2021 (Facsimile)  
[Dist1@leegov.com](mailto:Dist1@leegov.com)

To FPL:

Vice President, External Affairs  
700 Universe Boulevard  
Juno Beach, FL 33408

Copy to:

Lee County Attorney  
P.O. Box 398  
Fort Myers, FL 33902-0398  
(239) 533-2236 (Telephone)  
(239) 485-2106 (Facsimile)  
[rwsch@leegov.com](mailto:rwsch@leegov.com)

Copy to:

General Counsel  
700 Universe Boulevard  
Juno Beach, FL 33408

Any changes to the above shall be in writing and provided to the other party as soon as practicable.

Section 13. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and as the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Section 14. The provisions of this ordinance are hereby deemed by the Parties to be interdependent upon one another and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect by a court of competent jurisdiction (after the expiration of all rights of appeal), such finding or adjudication shall not affect the validity of the remaining provisions for the period of sixty (60) days, during which the Parties will negotiate in good faith to amend this ordinance so as to restore to the maximum extent permissible, the original economic bargain embodied in this ordinance. If an agreement to amend the ordinance is not reached at the end of such

thirty (30) day period, this entire ordinance shall then become null and void and of no further force or effect.

Section 15. As used herein, "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an unincorporated association, a joint venture, a governmental authority or any other legal entity of whatever nature authorized to conduct business in Florida.

Section 16. Ordinance No. 97-15, done and adopted August 12, 1997 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of any such conflict.

Section 17. The parties to this Franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the Parties agree to notify one another in writing in accordance with the provisions of Section 12 hereof when such dispute arises, and agree that prior to pursuing their available legal remedies, they will meet at their senior management level in an attempt to resolve any disputes within no later than thirty (30) Business Days from such notice. If such efforts are unsuccessful, and after an impasse is declared by either of the Parties, then the Parties may exercise any of their other available legal remedies.

Section 18. The Board of County Commissioners intends that this ordinance will be made part of the Lee County Code. Sections of this Ordinance can be renumbered or relettered and the word "ordinance" can be changed to "section", "article", or other appropriate word or phrase to accomplish such codification. Regardless of whether this Ordinance is ever codified, this ordinance can be renumbered or relettered and

typographical errors that do not affect the intent or substantive provisions herein may be administratively corrected upon the authorization of the County Manager and County Attorney, without the need for a further public hearing. Any such administrative revisions made hereto will be provided to Grantee within five (5) Business Days of their being made and incorporated into this ordinance.

Section 19. Modifications That May Arise From Consideration At Public Hearing. It is the intent of the Board of County Commissioners that the provisions of this Ordinance may be modified as a result of consideration that may arise during Public Hearing(s). Such modifications shall be incorporated into the final version.

Section 20. A certified copy of this Ordinance shall be filed by the Grantor with the Florida Department of State within 10 days after its adoption. As a condition precedent to the taking effect of this Ordinance, the Grantee shall file its written acceptance hereof with the Clerk of the Lee County Board of County Commissioners within thirty (30) days after the adoption of this Ordinance, with notice as provided in Section 12. The effective date of this Ordinance shall be the date upon which the Grantee files such acceptance.

Commissioner \_\_\_\_ made a motion to adopt the foregoing ordinance, seconded by Commissioner \_\_\_\_\_. The vote was as follows:

John Manning	___
Cecil L Pendergrass	___
Larry Kiker	___
Brian Hamman	___
Frank Mann	___

DULY PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
John Manning, Chair

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

\_\_\_\_\_  
Office of the County Attorney

**LEE COUNTY, FLORIDA  
FINANCIAL & ADMINISTRATIVE IMPACT STATEMENT  
PROPOSED COUNTY ORDINANCE**

**NAME OF ORDINANCE: FPL Franchise Agreement Ordinance**

I. DESCRIPTION OF ORDINANCE

A. Statement of Purpose

FPL and Lee County desire to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to Lee County in exchange for the nonexclusive right and privilege of supplying electricity and other services within FPL's service territory in the unincorporated areas of Lee County free of competition from Lee County, pursuant to certain terms and conditions.

B. Narrative Summary of Ordinance (Several Sentence Summary)

The proposed ordinance allows Florida Power & Light Company (FPL) and Lee County to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to Lee County in exchange for the nonexclusive right and privilege of supplying electricity and other services within FPL's service territory in the unincorporated areas of Lee County free of competition from Lee County, pursuant to certain terms and conditions.

C. Principal Division(s) or Department(s) Affected (List)

Budget Services  
Department of Transportation



**LEE COUNTY, FLORIDA  
FINANCIAL & ADMINISTRATIVE IMPACT STATEMENT  
PROPOSED COUNTY ORDINANCE**

**II. Fiscal Impact on County Agencies/County Funds  
(This section to be completed by Division of Budget Services)**

A. What is estimated Demand? N/A  
(Develop Indicators)

B. What is estimated Workload? N/A  
(Develop Indicators)

C. What are the estimated costs:

	1ST YEAR \$'s		2ND YEAR \$'s	
	<u>Existing</u>	<u>New</u>	<u>Existing</u>	<u>New</u>
PERSONNEL	N/A		N/A	
FRINGE	N/A		N/A	
OPERATING	N/A		N/A	
CAPITAL OUTLAY	N/A		N/A	

TOTAL

D. List the anticipated revenues to cover costs identified in II.C. above. If a fee is to be charged, answer the following:

1. What is the basis (rationale) for the fee? N/A

2. Do the anticipated fees cover the full cost of operation? If not, what percentage of the costs are covered? N/A

E. Give a brief narrative analysis of the information contained in II.A. through D. above.

There is no fiscal impact from the proposed change.

<b>Blue Sheet No.</b> 20170233	<b>Lee County Board Of County Commissioners</b> <b>Agenda Item Report</b> <b>Meeting Date: 5/16/2017</b>	<b>9:30 AM Public Hearing 6</b>
-----------------------------------	--	---------------------------------

**TITLE:**  
Adopt and approve Resolution updating Joint Unified Local Mitigation Strategy for Lee County

**ACTION REQUESTED:**  
A) Adopt the updated Joint Unified Local Mitigation Strategy for Lee County  
  
B) Rescind Resolution No. 11-12-35 which established the 2011 edition of the Joint Unified Local Mitigation Strategy  
  
C) Authorize the Chair to execute the Resolution updating Joint Local Mitigation Strategy on behalf of the Board

**FUNDING:**  
No funding required

**WHAT ACTION ACCOMPLISHES:**  
Approval of the updated Joint Unified Local Mitigation Strategy (LMS) for Lee County complies with State/Federal requirements related to hazard mitigation planning and ensures eligibility for post-disaster federal mitigation dollars. The LMS details the hazards, natural and man-made, Lee County could possibly experience and outlines how to reduce or eliminate damage from the identified hazards. The plan also lays out funding priorities should federal mitigation funds be available after a declared disaster.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input checked="" type="checkbox"/> Statute            27p-22	<b>Commissioner:</b> All
<input type="checkbox"/> Ordinance	<b>Department:</b> PUBLIC SAFETY
<input type="checkbox"/> Admin Code	<b>Division:</b> Emergency Management
<input checked="" type="checkbox"/> Other                44 CFR Part 201	<b>By:</b> Robert Farmer

**Background:**  
Lee County and its municipalities are vulnerable to several natural and man-made hazards and face potential damage to life, property, natural resources and the local economy. The Local Mitigation Strategy Working Group consists of employees and community members from Lee County, the City of Bonita Springs, the City of Cape Coral, the Village of Estero, the City of Fort Myers, the Town of Fort Myers Beach, and the City of Sanibel. The working group has identified local hazards and reassessed the county-wide vulnerability and risk to hazards based on the latest scientific and technically based risk assessment techniques.

The Joint Unified Local Mitigation Strategy (LMS) details the hazards, natural and man-made, that Lee County could experience and outlines Goals and Objectives describing how to reduce or eliminate damage from the identified hazards. The plan also lays out funding priorities should federal mitigation funds be available after a declared disaster.

Lee County recently received a letter from the Florida Division of Emergency Management confirming the

<b>Required Review:</b>					
<b>Robert Farmer</b>	<b>Anne Henkel</b>	<b>Peter Winton</b>	<b>Andrea R. Fraser</b>	<b>Peter Winton</b>	
PUBLIC SAFETY	Budget Analyst	Budget Services	County Attorney	County Manager	

2017 LMS revision is compliant with federal standards, subject to formal community adoption. Lee County, the City of Bonita Springs, the City of Cape Coral, the Village of Estero, the City of Fort Myers, the Town of Fort Myers Beach, and the City of Sanibel must formally adopt the plan in order to be eligible for federal post-disaster mitigation funding.

The latest update to the strategy accounts for changes in our hazard risk since the 2011 update. The Lee County Disaster Advisory Council served as the working group for this effort with assistance from all six municipalities and other agencies/jurisdictions.

Attachments:

1. 2017 Joint Unified Local Mitigation Strategy
2. LMS Resolution
3. Florida Division of Emergency Management Approval Letter
4. Notice of Intent

# JOINT UNIFIED LOCAL MITIGATION STRATEGY

LEE COUNTY



# Local Mitigation Strategy Table of Contents

---

<b>INTRODUCTION</b>	<b>3</b>
<b>PURPOSE OF LOCAL MITIGATION STRATEGY</b>	<b>4</b>
<b>BENEFITS</b>	<b>5</b>
<b>LMS PLANNING PROCESS</b>	<b>6</b>
<b>INTRODUCTION</b>	<b>7</b>
<b>HAZARD IDENTIFICATION AND RISK ASSESSMENT</b>	<b>11</b>
<b>INTRODUCTION</b>	<b>12</b>
<b>HAZARD IDENTIFICATION</b>	<b>14</b>
<b>VULNERABILITY ASSESSMENT OVERVIEW</b>	<b>17</b>
<b>NATURAL HAZARD PROFILES</b>	<b>21</b>
<b>MANMADE HAZARD PROFILES</b>	<b>91</b>
<b>CONSEQUENCE ANALYSIS</b>	<b>109</b>
<b>CONCLUSIONS ON VULNERABILITY ASSESSMENT</b>	<b>128</b>
<b>GOALS AND OBJECTIVES</b>	<b>131</b>
<b>INTRODUCTION</b>	<b>132</b>
<b>LOCAL MITIGATION STRATEGY GOALS AND OBJECTIVES</b>	<b>133</b>
<b>MITIGATION INITIATIVES</b>	<b>141</b>
<b>INTRODUCTION</b>	<b>142</b>
<b>PLAN MAINTENANCE</b>	<b>150</b>
<b>INTRODUCTION</b>	<b>151</b>
<b>APPENDICES</b>	<b>156</b>
<b>APPENDIX A: DEVELOPMENT TRENDS</b>	<b>157</b>
<b>APPENDIX B: LMS RANKING WORKSHEET</b>	<b>163</b>
<b>APPENDIX C: PUBLIC INVOLVEMENT AND MEETING MATERIALS</b>	<b>168</b>
<b>APPENDIX D: STRATEGY ADOPTION RESOLUTIONS</b>	<b>229</b>



# **INTRODUCTION**

# Purpose of Local Mitigation Strategy

---

The Joint Unified Local Mitigation Strategy (LMS) presented here represents a plan to promote mitigation initiatives to improve resilience to hazards posing a threat to communities within Lee County. The basis for the strategy lies in Southwest Florida's continuing threat from certain large scale hazards and the need to lessen the human, economic, and environmental costs of disasters resulting from these hazards. It will also be used as a tool to establish funding priorities for hazard mitigation activities for disaster assistance available following a major disaster.

The strategy has also been restructured to comply with Lee County Plan Policy 110.1.5, which states the County will maintain the floodplain management plan, analyze the flooding problem of the unincorporated areas of Lee County, inventory the flood hazard area, review possible activities to remedy identified flooding problems, select appropriate alternatives, and formulate a schedule for implementation.

The Local Mitigation Strategy's purpose will be achieved through the process of hazard mitigation. As used in the LMS, "hazard mitigation" refers to any actions taken by local governments, other government entities, or private interests to permanently reduce or eliminate long-term risks to people and their property from the effects of natural or manmade disasters. In this regard, the Local Mitigation Strategy is a planning document. As such, the strategy is tied directly to the overall policies contained in the Lee County Comprehensive Emergency Management Plan (CEMP).

The initial Joint Unified Local Mitigation Strategy was adopted by Lee County and participating municipalities in January 2000. The Lee County Floodplain Management / Hazard Mitigation Plan was adopted in 1999. The second update of the Local Mitigation Strategy was adopted in 2007, and the third in 2012. The 2012 update included more scientific and technically based risk assessment techniques to determine the threats of hazards to people and property in Lee County than any of the previous plans.

Updating the LMS for adoption in 2017 involved a process whereby the vulnerability and risk to all identified natural and manmade hazards were assessed for the county and its six municipalities; plans, programs and projects to lessen the effects of disasters were identified. This risk analysis included four main components: hazard identification, profiling hazard events, asset inventory, and estimation of potential loss. The methodology and focus areas used to conduct this analysis are described in the Hazard Identification and Risk Assessment section of this plan. The Lee County Comprehensive Plan predicts significant growth for Lee County through the year 2030. A summary as it pertains to future land use and development trends can be found in Appendix A: Development Trends.

# Benefits

---

Updating and maintaining the Joint Unified Local Mitigation Strategy results in:

- Maintaining eligibility for certain funding sources, which require an updated LMS.
- Reducing the local government's required cost sharing ratio necessary for obtaining certain types of post-disaster grant funding.
- Streamlining the receipt process for post-disaster state and federal funding through the pre-identification of mitigation initiatives.
- Supporting more effective pre- and post-disaster decision making efforts.
- Lessening each community's vulnerability to disasters by focusing limited financial resources to ranked initiatives.





# **LMS PLANNING PROCESS**

# Introduction

---

This section documents the process used to develop the strategy, how it was prepared, who was involved in the process, and how the public was involved.

## Strategy Preparation and Organization

The LMS Working Group hired Hagerty Consulting, a preparedness and recovery consulting firm, to facilitate the 2017 update to the LMS. Hagerty Consulting awarded a subcontract to the consulting firm Dewberry, to conduct the Hazard Identification and Risk Assessment (HIRA) for this update. The planning process was conducted under the supervision of the Local Mitigation Strategy's Working Group ("LMS Working Group") and designated Emergency Management staff.

Drafts of the updated strategy were reviewed by the Lee County Disaster Advisory Council (DAC), which is designated to guide pre-disaster and on-going mitigation efforts. This council, initially formed in 1990 as the Recovery Task Force, has been established by the Lee County Post Disaster Ordinance and serves as the county's LMS Working Group. The LMS Working Group Chair or designee coordinates mitigation activities. Membership on the council includes:

- County department heads or designees from a variety of administrative and operational agencies;
- Representatives from Lee County Community Development;
- Local planning agency member;
- Community representatives from, hospitals, the Department of Health, and utility companies;
- Liaisons from each municipal government in Lee County (Bonita Springs, Cape Coral, Estero, Fort Myers, Fort Myers Beach and Sanibel);
- Sheriff, school, and fire representatives;
- Regional governmental bodies;
- Other representatives as appointed by the Board of County Commissioners of Lee County.

Each jurisdiction in Lee County has a liaison on the LMS Working Group who participates in the same manner as the other Working Group members. The LMS Working Group composition and member responsibilities are listed below. Meeting minutes, sign-in sheets and associated materials, are contained in [Appendix C](#).

This process also adhered to guidelines of the National Flood Insurance Program's Community Rating System by including staff responsible for land use and zoning, construction permitting and related code enforcement, floodplain management and mitigation, flood insurance education and other outreach topics.

Municipal jurisdictions covered under this plan include City of Bonita Springs, City of Cape Coral, Village of Estero, City of Fort Myers, Town of Fort Myers Beach and City of Sanibel.

Jurisdictional Representatives include:

- City of Bonita Springs – Director of Neighborhood Services,
- City of Cape Coral – Emergency Management Division Manager
- Village of Estero – Fire Chief and Planning Staff
- City of Fort Myers – Program/Fiscal Manager, Fire and Emergency Management

- Town of Fort Myers Beach – Director of Community Development
- City of Sanibel – Chief of Police

## *Public Involvement*

A total of six meetings to review and comment on the update were conducted. Five out of the six meetings were publicly noticed and advertised, while the sixth was for Working Group review.

- The first public review came with the announcement of the draft plan at the LMS Working Group meeting conducted on August 22, 2016 at the beginning of the process.
- The second public meeting was held on September 19, 2016 where discussions continued on the update process and project formulation.
- The third meeting took place on November 1, 2016 and covered the planning process, review of current LMS goals and hazards and a project timeline discussion.
- The fourth meeting was conducted at the December 13, 2016 LMS Working Group Meeting where the core list of hazards and the HIRA methodology were discussed.
- The fifth public meeting was conducted at the January 27, 2017 LMS Working Group meeting and the draft HIRA and discussion began on the updated LMS strategies for each of the municipalities and towns along with the county strategies.
- The sixth and final public meeting was held on March 8, 2017 to review the full draft plan to include the HIRA and update county and city mitigation strategies and projects.
- An additional meeting was held on March 31, 2017 to conclude the planning process.

The draft plan was posted online for comment at [www.leeecoc.com](http://www.leeecoc.com). Comments from the public were accepted and reviewed for inclusion into the plan.

## *Coordination with other Agencies*

Emails encouraging comments on the plan were sent to applicable agencies who are participants in the Disaster Advisory Council/Local Mitigation Strategy Working Group.

The planning process included a review of goals, objectives and policies contained in County and municipal comprehensive plans. Also reviewed were the Florida Coastal Construction Control Line Program, the Lee County Beach Management Plan, the Lee County Comprehensive Emergency Management Plan, the Lee County Post-Disaster Redevelopment Plan, and the Joint Unified Public Information Strategy for all Hazards, the Caloosahatchee Forestry Center's Mitigation Action Plans, and the State of Florida Enhanced Hazard Mitigation Plan.

## *Planning Process*

The Lee County Disaster Advisory Council, serving as the LMS Working Group, represents all the local jurisdictions and key organizations participating in the planning process. The LMS Working Group is also responsible for reviewing the strategy's goals and objectives, revising them as necessary, reviewing the technical analysis and planning activities of the plan, approving proposed mitigation initiatives for incorporation into the plan, determining the priorities for implementation of those initiatives, and for removing or terminating initiatives that are no longer desirable for implementation.

What follows is a summary of the steps taken to update the Joint Unified Local Mitigation Strategy.

## Hazard Identification and Risk Estimation

Building upon the 2010 LMS Hazard Identification, an all-hazards approach to identify, classify, and quantify the risk and vulnerability of natural and manmade hazards that threaten all or portions of the community was used for the 2016 HIRA. Depending on the participating jurisdiction, a variety of information resources regarding hazard identification and risk estimation were available. Hazard specific data and maps were used, whenever applicable, and GIS-based analysis was conducted of hazard areas and the locations of critical facilities, infrastructure components, and other properties located within the defined hazard areas. The likelihood or probability that a hazard will impact an area, as well as the consequences of that impact to public health and safety, property, the economy, and the environment, were evaluated. This comparison of the consequences of an event with its probability of occurrence is a measure of the risk posed by that hazard to the community. The estimated relative risks of the different hazards it has identified were compared to highlight which hazards should be of greatest concern during the upcoming mitigation planning process.

Valuations and potential losses by hazard for every structure located within the county were determined and incorporated into each hazard. By analyzing valuation and potential losses for the county on a parcel by parcel level, the Working Group received a more complete picture of potential damage.

Estimating the relative risk of different hazards was followed by the assessment of the vulnerabilities in the likely areas of impact to the types of physical or operational agents potentially resulting from a hazard event.

## Vulnerability Assessment

The method used required a methodical, qualitative examination of the vulnerabilities of all structures within the county to the impacts of future disasters. Hazards were ranked on an index based on the probability, maximum impact, and probable hazard magnitude. This process resulted in identification of specific vulnerabilities that can be addressed by targeted mitigation initiatives proposed, and incorporated into this strategy. The LMS Working Group also reviewed past experiences with disasters to see if those events highlighted the need for specific mitigation initiatives based on the type or location of damage they caused. The LMS Working Group was then asked to review and comment on the HIRA during the planning process.

## Developing Hazard Mitigation Initiatives

A procedure for characterizing and justifying the mitigation initiative proposed by each participating jurisdiction for incorporation into this plan was established in the development of the initial strategy document. The vulnerability assessment enabled the LMS Working Group to highlight the most significant vulnerabilities and to assist in prioritizing subsequent efforts to formulate and characterize specific hazard mitigation initiatives to eliminate or minimize those vulnerabilities. Once the highest priorities were defined, the LMS Working Group participants identified specific mitigation initiatives for the plan to eliminate or minimize those vulnerabilities. This procedure involved describing the initiative, relating it to the goals and objectives established by the LMS Working Group, and ranking it based on its economic benefits and/or protection of public health and safety. A “benefit to cost” criterion was evaluated for each initiative to demonstrate whether it would indeed be worthwhile to implement when resources

become available. Further, each proposed mitigation initiative was ranked for implementation in a consistent manner by each participating organization using a set of eleven objective criteria.

## Developing the Local Mitigation Action Plan

The LMS Working Group's review of this process included evaluating the initiative's consistency with the LMS goals and objectives, level of public demand for the proposal and its potential for conflict with other jurisdictions' programs or interests. Mitigation initiatives currently in the plan were evaluated to determine if each is still valid or if its implementation should be a priority or deferred until a later time.

## Approval of the Current Edition of the Strategy

At the end of the planning period, the prepared document was released to the community and for action by the elected governing bodies of the jurisdictions and organizations that participated in the planning process. By resolution, the governing body approves, endorses, or acts on its own component of the plan and addresses the implementation of mitigation initiatives its own representatives proposed. Resolutions for adopting the strategy document by each governing body can be found in [Appendix D](#).

## Implementation of Approved Mitigation Initiatives

Once incorporated into the Joint Unified Local Mitigation Strategy, the agency or organization proposing the initiative becomes responsible for its implementation. This includes developing a budget for the effort, or making an application to state and federal agencies for financial support for implementation.



# **HAZARD IDENTIFICATION AND RISK ASSESSMENT**

# Introduction

---

The purpose of this document is to provide a countywide overview of how various natural and manmade hazards impact Lee County, Florida. This Hazard Identification and Risk Assessment (HIRA) undertakes an all-hazards identification, classification, and vulnerability indexing process to ensure hazard analysis is comprehensive and all-encompassing.

For the purposes of this HIRA, a natural hazard is defined as an event or physical condition that has the potential to cause fatalities, injuries, property and infrastructure damage, agricultural loss, damage to the environment, interruption of business, etc. A manmade hazard includes any disastrous event caused directly and principally by one or more identifiable deliberate or negligent human actions. Technological hazards, a hazard originating from technological or industrial conditions, including accidents, dangerous procedures, or failures, are also considered a type of manmade hazard in this HIRA.<sup>1</sup>

Identifying the risk and vulnerability for a community is critical when determining how to allocate finite resources to carry out feasible and appropriate mitigation actions. The hazard analysis involves identifying all of the hazards that potentially threaten Lee County, and then analyzing them individually to determine the degree of threat posed by each hazard. Addressing risk and vulnerability through hazard mitigation measures will reduce societal, economic, and environmental exposure to hazard impacts.

This HIRA will be reviewed yearly along with the LMS at the quarterly DAC/LMS meetings. The review will be coordinated by the LMS Working Group Chair or designee. A full reassessment of hazards and the county's risk and vulnerability will be conducted every five years with the LMS update, or when deemed necessary.

## *Summary of Changes*

The 2017 plan consolidates, updates, and streamlines content from the 2010 hazard identification. As part of the update, the following new manmade hazards were added to the hazard identification and risk assessment section:

- Aircraft Crash
- Cyberattack
- Hazardous Materials Release
- Mass Casualty/Mass Fatality

The foundation of the December 2011 hazard identification remained valid; each hazard was re-evaluated and a new analysis performed, when applicable. This new analysis included, but was not limited to: 1) determining annualized number of hazard events and losses using the National Centers for Environmental Information (NCEI), which was formally known as the National Climatic Data Center or NCDC, and other data sources where available; 2) updating the assessment of vulnerability and risk based on new data; 3) new analysis with updated critical facilities data; 4) creation of hazard maps specific to the county; and 5) providing overall hazard comparisons (presented at the end of this section).

---

<sup>1</sup> Federal Emergency Management Agency. "Threat and Hazard Identification and Risk Assessment Guide." [http://www.fema.gov/media-library-data/8ca0a9e54dc8b037a55b402b2a269e94/CPG201\\_htirag\\_2nd\\_edition.pdf](http://www.fema.gov/media-library-data/8ca0a9e54dc8b037a55b402b2a269e94/CPG201_htirag_2nd_edition.pdf)

In addition, each section of the plan was also reformatted to improve clarity, and new maps and imagery were included. The 2013 State of Florida Enhanced Hazard Mitigation Plan, effective August 24, 2013, was reviewed as part of this update and, when applicable, information from the plan has been cited.



# Hazard Identification

---

This section generally describes the hazards that could affect Lee County and discusses their potential impact and why the hazard is analyzed in this LMS. The following hazards are included in this report:

- Natural Hazards:
  - Animal/Plant Disease Outbreak
  - Coastal Erosion
  - Drought/Extreme Heat
  - Epidemic/Pandemic Disease
  - Flood
  - Freeze/Extreme Cold
  - Storm Surge Flooding
  - Sustained Wind (Tropical Cyclones)
  - Thunderstorm Winds/Lightning/Hail
  - Tornado
  - Wildfire
- Manmade Hazards:
  - Aircraft Crash
  - Cyberattack
  - Hazardous Materials Release
  - Mass Casualty/Mass Fatality

Some of these hazards are considered to be interrelated or cascading (i.e., hurricanes can cause flooding, storm surge and tornadoes), but for preliminary hazard identification purposes these distinct hazards are broken out separately. It should also be noted that some hazards, such as freeze/extreme cold, may impact a large area yet cause little damage, while other hazards, such as a tornado, may impact a small area yet cause extensive damage.

The following hazards will not be discussed in this HIRA due to their overall low frequency or low impact in Lee County, Florida:

- Earthquake/Seismic Event
- Sinkhole/Subsidence
- Tsunami
- Volcano
- Dam/Levee Failure
- Major Pipeline Failure
- Major Power Failure
- Major Transportation Route/Bridge Failure
- Radiological Release
- Urban/Major Structure Fire
- Civil Disturbance
- Mass Migration
- Special Events

## Federal Disaster Declarations

Past federal disaster declarations and historical storm data were reviewed. Since 1962, 18 of Florida's 1,065 disasters have been declared for Lee County, according to FEMA records.

[Table 1](#) presents all presidential declared disasters that have occurred in Lee County. Historically, hurricanes and tropical storms have caused the most damage in Lee County.

Table 1: Presidential Declared Disasters for Lee County (as of August 2015.)

Disaster Number	Disaster Type	Incident Type	Incident Begin Date	Programs Declared:			
				IH	IA	PA	HM
209	DR	Hurricane	9/14/1965	•	✓	✓	✓
252	DR	Hurricane	11/7/1968	•	✓	✓	✓
304	DR	Freezing	3/15/1971	•	✓	✓	✓
337	DR	Coastal Storm	6/23/1972	•	✓	✓	✓
526	DR	Freezing	1/31/1977	•	✓	•	•
732	DR	Freezing	3/18/1985	•	✓	•	•
851	DR	Freezing	12/23/1989	•	✓	•	•
1069	DR	Hurricane	10/4/1995	•	✓	✓	✓
1223	DR	Fire	5/25/1998	•	✓	✓	•
1359	DR	Freezing	12/1/2000	•	✓	•	✓
1393	DR	Coastal Storm	9/13/2001	•	•	✓	✓
1539	DR	Hurricane	8/11/2004	✓	✓	✓	✓
1545	DR	Hurricane	9/3/2004	✓	✓	✓	✓
1551	DR	Hurricane	9/13/2004	✓	✓	✓	✓
1561	DR	Hurricane	9/24/2004	✓	✓	✓	✓
1609	DR	Hurricane	10/23/2005	✓	✓	✓	✓
1785	DR	Severe Storm(s)	8/18/2008	✓	✓	✓	✓
4068	DR	Severe Storm(s)	6/23/2012	✓	•	✓	✓

## NCEI Storm Events Data

The National Centers for Environmental Information (NCEI) Storm Events Database is published by the National Oceanic and Atmospheric Administration (NOAA)'s National Weather Service (NWS). The storm events database contains information on storms and weather phenomena that have caused loss of life, injuries, significant property damage, and/or disruption to commerce from January 1950 to September 2016. Records for the majority of weather events (48 types) were reported starting in 1996, as defined in NWS Directive 10-1605. The exception is tornado events that were recorded from 1950 through 1954 and thunderstorm wind and hail events haven been recorded since 1955. There have been a total of 606 events for the hazards profiled in this report. Total property damages from these events exceed \$2.1 billion (not accounting for inflation). If inflation to 2016 is accounted for, total property damages exceed \$2.7 billion. [Table 2](#) summarizes the total events, damages, and losses by hazard in the county. The subsequent hazards specific sections of this chapter will profile the historical events and include, when

applicable, narratives from this dataset. Hazards that are not listed in this table will use other datasets or data sources to estimate the number of events and losses experienced in Lee County.

Table 2: NCEI Hazard Events for Lee County, FL (as of September 2016)

Hazards Type	Period of Record	Total Events	Property Damage (unadjusted)	Property Damage (2016\$)	Crop Damage (unadjusted)	Crop Damage (2016\$)	Deaths	Injuries
Coastal Flooding (Storm Surge)	1996 - Present	4	\$2,300,000	\$2,390,000	\$0.00	\$0.00	0	0
Drought/ Extreme Heat	1996 - Present	4	\$0	\$0.00	\$0.00	\$0.00	4	0
Flood	1996 - Present	48	\$3,160,500	\$4,230,000	\$0.00	\$0.00	0	2
Freeze/ Extreme Cold	1996 - Present	16	\$250,000	\$380,000	\$23,390,000.00	\$33,000,000	0	0
Hurricane Wind Damage	1996 - Present	15	\$2,115,815,000	\$2,670,000,000	\$10,000,000.00	\$12,600,000	2	30
Thunderstorm Winds / Lightning / Hail	1955	372	\$21,409,500	\$33,800,000	\$2,000.00	\$3,130	12	28
Tornado	1950 - Present	134	\$32,748,840	\$60,900,000	\$0.00	\$0.00	1	33
Wildfire	1996 - Present	13	\$775,000	\$1,070,000	\$0.00	\$0.00	0	0
<b>Total</b>		<b>606</b>	<b>\$2,176,458,840</b>	<b>\$2,770,000,000</b>	<b>\$33,392,000.00</b>	<b>\$45,700,000</b>	<b>19</b>	<b>93</b>

\* Zonal damages for 3 regional droughts spanning 1997 – 1999

The data collection methods for the NCEI Storm Events Database have varied significantly over time. The records kept prior to 1993 were extracted from a manually typed [Storm Data Publication](#). From 1993 to the present the Storm Data Publication was built from the digital records in the database. Additional details on the various collection sources for storm database files used in NCEI's database can be found on the [NCEI website](#). It should be noted that property and crop damage should be considered a broad estimate. The National Weather Service makes a best guess using all available data from a variety of sources at the time of the publication.

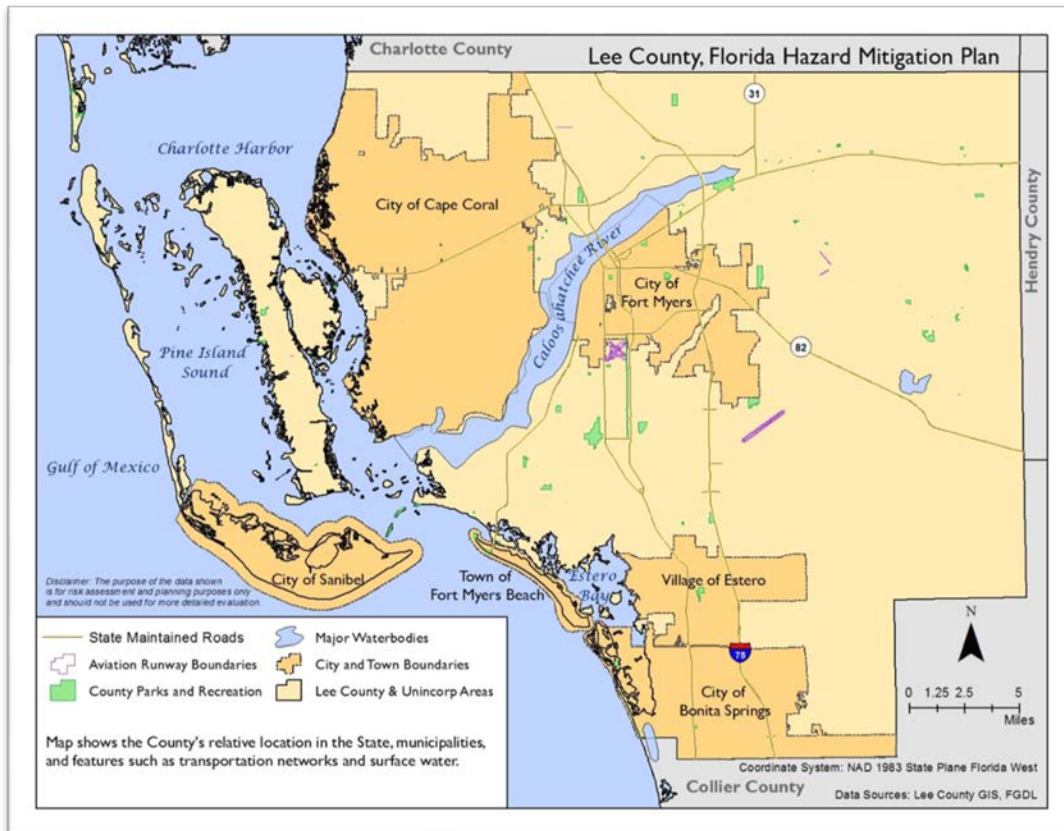
# Vulnerability Assessment Overview

The Vulnerability and Risk Assessment identifies and characterizes an inventory of assets and assesses the potential breadth and seriousness of damage that can result from each identified hazard event. The primary objective of this assessment is to quantify exposure and the potential loss by hazard. In so doing, Lee County and partners may better understand their unique risks to identified hazards and be better prepared to evaluate and prioritize specific mitigation actions.

## Assets, Infrastructure, and Critical Facilities

The Joint Unified Local Mitigation Strategy includes Lee County and its six municipalities: The City of Bonita Springs, City of Cape Coral, Village of Estero, City of Fort Myers, Town of Fort Myers Beach and City of Sanibel. [Figure 1](#) shows the jurisdictional boundaries that were used to analyze, calculate, and display hazard risk.

Figure 1: Lee County jurisdictional boundaries and location.



# Critical Facilities

An inventory of structures and critical facilities was performed. Critical facilities are vital in maintaining community function and include emergency response facilities such as: law enforcement, fire, and emergency medical services (EMS) stations; hospitals, nursing homes, and care facilities; schools; local government buildings; and important transportation facilities, including airports, parks, water treatment plants, and waste water treatment plants.

The table below summarizes the total number of critical facilities in Lee County, 1,478, by facility type. Excluding the Top 100 Employers, the most common critical facility in Lee County is schools, with 205 total including private and public schools. [Table 3](#) organizes the distribution of critical facilities by facility type and jurisdiction.

**Table 3: Summary of Critical Facilities within each Jurisdiction by Type**

Jurisdiction	City of Bonita Springs	City of Cape Coral	City of Fort Myers	City of Sanibel	Town of Fort Myers Beach	Unincorporated County	Village of Estero	Number of Facilities
Armory	0	0	1	0	0	0	0	1
Communication	1	4	3	3	0	10	0	21
Correctional Facility	0	0	5	0	0	0	0	5
Electrical	3	7	4	1	0	23	1	39
Emergency Medical Service	3	8	4	1	2	27	1	46
Emergency Operations Center	0	0	1	0	0	0	0	1
Fire Station	5	10	6	2	2	37	4	66
Fueling Site	0	0	0	0	0	1	0	1
Gas Station	13	32	35	2	4	94	9	189
Government Building	4	6	33	5	5	30	2	85
Hazardous Material Site	10	7	19	4	1	54	6	101
Health Care Facility	9	37	29	0	0	52	4	131
Landing Zone	0	1	1	1	0	19	1	23
Law Enforcement	1	3	9	1	0	17	0	31
Private School	7	18	23	1	1	43	1	94
Red Cross	0	1	3	0	1	4	0	9
School	5	26	29	1	1	47	2	111
Sewage Treatment Facility	4	4	2	2	0	47	4	63
Shelter	1	4	4	0	0	18	3	30
Solid Waste	0	0	0	0	0	2	0	2

Jurisdiction	City of Bonita Springs	City of Cape Coral	City of Fort Myers	City of Sanibel	Town of Fort Myers Beach	Unincorporated County	Village of Estero	Number of Facilities
Supermarket	5	14	7	0	1	30	5	62
Top 100 Employers	24	44	61	6	7	122	13	277
Transportation Facility	0	1	2	0	0	3	0	6
Water Treatment Facility	3	9	1	1	0	61	1	76
<b>Total</b>	<b>97</b>	<b>237</b>	<b>281</b>	<b>31</b>	<b>25</b>	<b>752</b>	<b>55</b>	<b>1478</b>

## Building Data

Lee County building footprint data was analyzed with the 2010 Census TIGER tract level data to estimate the total property value for each footprint. The analysis presumes equal distribution of property value based on building footprint area. For example: 10 buildings with 10,000 square feet in a tract value of \$1,000,000 would each be valued at \$100,000.

[Table 4](#) summarizes the total number and value of building footprints by jurisdiction. Lee County unincorporated areas represent 48 percent of the total number of building footprints and 46 percent of the total building value exposure.

Table 4: Total Buildings and Property Value

Jurisdiction	Total Buildings	% Total Buildings	Property Value	% Total Property Value
City of Bonita Springs	22276	8%	\$7,120,000,000	9%
City of Cape Coral	73639	26%	\$19,800,000,000	24%
City of Fort Myers	25093	9%	\$8,560,000,000	10%
City of Sanibel	4767	2%	\$2,120,000,000	3%
Town of Fort Myers Beach	3296	1%	\$1,840,000,000	2%
Unincorporated Areas of Lee County	135869	48%	\$38,400,000,000	46%
Village of Estero	15991	6%	\$4,810,000,000	6%
<b>Total:</b>	<b>280931</b>		<b>\$82,650,000,000</b>	

## Hazard Ranking

A standardized methodology, which allows for greater flexibility and subject matter expertise, was developed to compare different hazards' risk. This method prioritizes hazard risk based on a blend of quantitative factors extracted from NCEI and other data sources. Many of the hazards assessed in this HIRA did not have quantifiable probability or impact data, thus a semi-quantitative ranking system was used to compare all of the hazards of interest instead. These include:

- Likelihood of occurrence (probability);
- Likely range of impact (warning time); and
- Probable level of impact (maximum impact and deaths and injuries).

Each hazard was ranked from 1 (low), 2 (medium), and 3 (high) in four categories, which were then weighted and averaged together to develop a Composite Hazard Index. This index was then used to rank the hazards as high, medium, or low. [Table 5](#) provides a summary of the categories used to rank the hazards and their weighted values for the Composite Hazard Index.

Table 5. Hazard Evaluation Priority Categories and Scores

Score	Probability	Direct Deaths and Injuries	Maximum Impact (Annual Damages)	Warning Time
<b>Weighting</b>	1.25	1.0	1.25	0.5
1	Somewhat Likely - Infrequent occurrence with at least one NCEI documented event and annual probability less than 0.5	None recorded	Less than \$50,000	Extended: Three days or more
2	Likely - Frequent occurrence with at least some NCEI documented events and annual probability between 1.0 and 0.5	Any Injuries recorded but no deaths	Between \$50,000 and \$150,000	Minimal: 1 - 2 days
3	Highly Likely - Common events with annual probability greater than 1.0	Any Death(s) recorded	Over \$150,000	No Notice: Less than 24 hours

# Natural Hazard Profiles

---

## *Animal/Plant Disease Outbreaks*

### Description

Florida has a tropical climate, unique animal and plant life, and robust agriculture industry. This can make Florida's residents and industries susceptible to the introduction of foreign plant and animal pests and diseases. Medfly, citrus canker, and melaleuca are a few examples of alien invasive species that have had a huge impact on Florida residents, growers, and the State's environment in recent years. Medfly is a devastating pest of more than 200 varieties of fruits, nuts, and vegetables. Citrus canker, a serious disease of most citrus, causes lesions on leaves, stems, and fruit, as well as premature fruit drop. In Florida, not only is there an abundance of commercial citrus crops to serve as hosts, but there is a plethora of backyard citrus, as well. Melaleuca and other noxious weeds threaten to crowd out native Florida vegetation and deplete essential natural resources, including unique ecosystems such as the Everglades (USDA).

Invasive exotic species are also a problem in Lee County. From Lee County, the following definitions are used to describe plants as either naturalized or exotic<sup>2</sup>:

- Exotic: A species introduced to Florida, purposefully or accidentally, from its native range outside of Florida;
- Native: A species whose natural range included Florida at the time of European contact (1500 AD);
- Naturalized Exotic: An exotic that sustains itself outside cultivation, outside its native range (it is still exotic; it has not "become" native);
- Invasive Exotic: - A naturalized exotic that is expanding its range into natural areas and disrupting naturally occurring native plant communities.

### Location and Extent

The most vulnerable locations to animal/plant disease outbreaks are the agricultural properties and natural areas within Lee County. These agricultural properties and natural areas are located mostly within the unincorporated areas of the County. However, residents that grow their own citrus trees can also be affected in the incorporated areas of Lee County. Significant outbreaks in Lee County could impact over 800 farms throughout the county causing tens of millions of dollars in losses overall.

### Previous Occurrences

Citrus canker was discovered in Manatee County in 1986. It was declared eradicated by 1994. Three years later the plant disease was found again on the west coast of Florida where the 1980s outbreak had occurred. From August 2002 to January 2006, the Florida Department of Agriculture and Consumer Services destroyed about 660,000 citrus

---

<sup>2</sup> Invasive Plants. Lee County Southwest Florida. <http://www.leegov.com/conservation2020/landmanagement/invasive-plants>



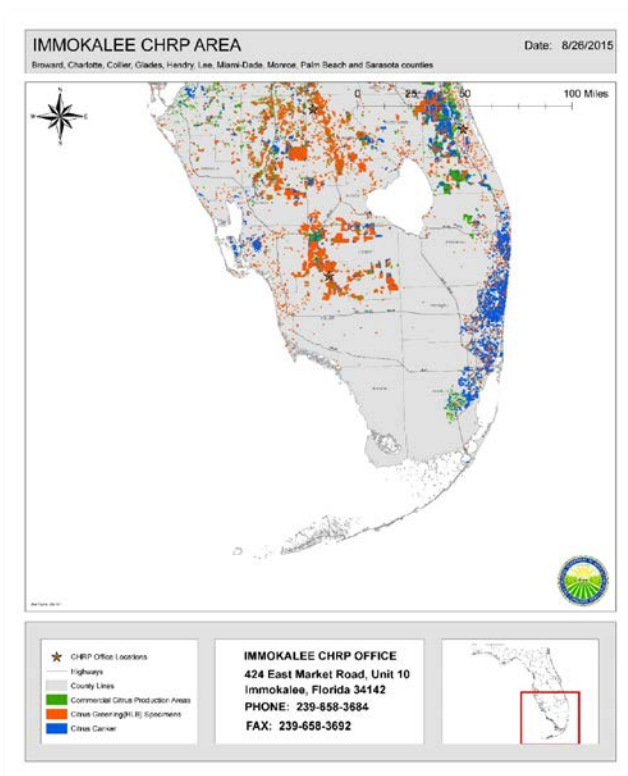
trees, some of which were in Lee County, to prevent an outbreak of citrus canker. Many trees on private property were forcibly destroyed in an attempt to control this contagious disease during that time period<sup>3</sup>.

The Florida Department of Agriculture and Consumer Services produced a map in August 2015 that shows areas affected by citrus canker (shaded in blue) and other agricultural diseases ([Figure 2](#)).<sup>4</sup> It is important to note that there are several concentrations of citrus canker disease in Lee County.

## Probability of Future Events

Animal/plant disease outbreaks can cause significant economic losses to the agricultural industry. Human life is also at risk to some of the diseases that can be transmitted through food importation. [Table 6](#) is a summary of the 2012 statistics for farms in Lee County and the property value<sup>5</sup>. This does not include private homeowners who grow and distribute citrus from their properties.

Figure 2: Citrus Canker and other Agricultural Diseases in Southern Florida



<sup>3</sup> "Lee homeowners win final judgment in citrus canker case", news-press.com, <http://www.news-press.com/story/news/2014/08/31/lee-homeowners-win-final-judgment-citrus-canker-case/14885737/>

<sup>4</sup> Florida Department of Agricultural and Consumer Services. <http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Agriculture-Industry/Citrus-Health-Response-Program/Citrus-Quarantine-and-Disease-Detection-Maps>

<sup>5</sup> 2012 Census Volume 1, Chapter 2: County Level Data, Table 1. County Summary Highlights: 2012. USDA Census of Agriculture.

[https://www.agcensus.usda.gov/Publications/2012/Full\\_Report/Volume\\_1,\\_Chapter\\_2\\_County\\_Level/Florida/st12\\_2\\_001\\_001.p](https://www.agcensus.usda.gov/Publications/2012/Full_Report/Volume_1,_Chapter_2_County_Level/Florida/st12_2_001_001.pdf)

Table 6: Farm Statistics from the USDA Census of Agriculture

Farm Statistics for Lee County (2012)

Number of Farms	844
Estimated market value of land and buildings: Average per farm	\$979,161
Estimated market value of all machinery and equipment	\$45,487,000
Market value of agricultural products sold	\$105,903,000
.....Average per farm	\$125,478
Net cash farm income of operation	\$28,214,000
.....Average per farm	\$33,429

## Vulnerability and Risk Assessment

### Hazard Ranking

The priority hazard ranking process for the 2017 HIRA determined animal/plant disease outbreaks to be a low priority hazard in Lee County. As described in the profile above, animal/plant disease outbreaks within the county are frequent events with an annual probability between 0.5 and 1. Animal/plant disease outbreaks have a low range of impact, accounting for less than \$50,000 in annual damages. The probable hazard magnitude for animal/plant disease outbreaks is low, including no deaths or injuries recorded, and more than three days warning time before an event. [Table 7](#) outlines the hazard rankings for each of the hazard priority criteria related to animal/plant disease outbreaks.

Table 7: Animal/Plant Disease Outbreaks Hazard Priority

Probability	Maximum Impact	Probable Hazard Magnitude		Composite Hazard Index
		Death and Injury	Warning Time	
<b>Medium</b> Frequent events with annual probability between 0.5 and 1	<b>Low</b> Annual Damages less than \$50,000	<b>Low</b> No deaths or injuries recorded	<b>Low</b> Three days or more	<b>Low</b>

### Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations

From the Lee County government website, the County found that there were around 4,282 species of ferns and plant seeds. From the total species of ferns and plants, 1,412 are considered to be exotic. Eleven (11) percent of those 1,412 exotic plants are considered to be invasive which would amount to about 156 invasive species<sup>6</sup>. This is about 3.6% of the total number of species within Lee County. These are considered to be the greatest threat to the natural species, with urban sprawl being the second greatest.

Using data from the GIS portion of Lee County's website<sup>7</sup>, the land uses were analyzed and considered for the impact estimate analysis of exotic plants. Areas that were labeled as Conservation Lands Upland, Conservation Lands Wetland, Density Reduction/ Groundwater Resource, Open Lands, Outer Islands, Rural Community Preserve, and Wetlands were considered as Natural Areas. Then using Census 2010 tract block value, the natural areas were

<sup>6</sup> Invasive Plants. Lee County Southwest Florida. <http://www.leegov.com/conservation2020/landmanagement/invasive-plants>

<sup>7</sup> FGDL Metadata Explorer: Search & Download Data. <http://www.fgdl.org/metadataexplorer/explorer.jsp>

given property based on the proportion of area within each tract. These were then summed to quantify the value of the natural areas. Because 3.65 % of species are considered invasive, that was used to quantify the potential annual impact that the pest species may have. The estimates of this analysis are list in the table below, with the estimated annual impact of around 278 thousand dollars. [Table 8](#) shows the summary of this analysis.

See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard's vulnerability, risk, and impact to people, property, the environment, and operations.

**Table 8: Exotic Pests Damage Estimate**

Parameter	Values
Natural Areas Land Value	\$7,619,326
Total Seed Species	4282
Percent Not Natural	33%
Total Exotic Species	1412
Percent Pest	11%
Total Exotic Pests	156
Percent Pest of Total	3.64%
Natural Area Value Affected by Pest Species	\$278,000

## Coastal Erosion

### Description

**Coastal erosion** is the landward displacement of the shoreline caused by the forces of waves and currents. The Bureau of Beaches and Coastal Systems defines a critically eroded area as:

*A segment of the shoreline where natural processes or human activity have caused or contributed to erosion and recession of the beach or dune system to such a degree that upland development, recreational interests, wildlife habitat, or important cultural resources are threatened or lost. Critically eroded areas may also include peripheral segments or gaps between identified critically eroded areas which, although they may be stable or slightly erosional now, their inclusion is necessary for continuity of management of the coastal system or for the design integrity of adjacent beach management projects.*

It is important to note that for an erosion problem area to be labeled "critical" there must exist a threat to or loss of one of four specific interests – upland development, recreation, wildlife habitat, or important cultural resources. Many areas have significant historical or contemporary erosion conditions, yet the erosion processes do not currently threaten public or private interests. These areas are therefore designated as noncritical eroded areas but require close monitoring as conditions change.

Beach erosion threatens the very resource that residents and visitors enjoy. Over 485 miles, or approximately 59% of the Florida's beaches experience erosion. At present, about 387 of the Florida's 825 miles of sandy beaches have experienced "critical erosion", a level of erosion which threatens substantial development, recreational, cultural, or environmental interests. While some of this erosion is due to natural forces and imprudent coastal development, a significant amount of coastal erosion in Florida is directly attributable to the construction and maintenance of navigation inlets. Florida has more than 60 inlets many of which have been artificially deepened to accommodate commercial and recreational vessels and employ jetties to prevent sand from filling in the channels. A by-product of

this practice is that the jetties and the inlet channels have interrupted the natural flow of sand along the beach causing an accumulation of sand in the inlet channel and at the jetty on one side of the inlet, and a loss of sand to the beaches on the other side of the inlet.<sup>8</sup>

Coastal erosion is one of the biggest problems Lee County's beaches face. Aside from the potential tourism dollars that may be lost, there are people's homes and businesses that could potentially be damaged from coastal erosion. Lee County invests in coastal preservation to counteract this threat to personal property, local quality of life and the economic benefit of tourism.

## Location and Extent

As displayed in [Figure 3](#), there are eleven critically eroded beach areas (22.4 miles), four non-critically eroded beach areas (5.3 miles), three critically eroded inlet shoreline areas (0.6 mile), and two non-critically eroded inlet shoreline areas (0.4 mile) in Lee County.<sup>9</sup>

The southern 4.0 miles of Gasparilla Island (R7-R26.7) is critically eroded threatening development and recreational interests in the town of Boca Grande and the Gasparilla Island State Park. Much of this area has bulkheads, and inlet sand transfer has been conducted using Boca Grande Pass dredge material. The north shoreline of Boca Grande Pass within the Gasparilla Island State Park (0.2 mile) is also critically eroded.

Three areas on Cayo Costa Island are non-critically eroded. The northern segment (R27-R33) extends for 1.1 miles, the central segment (R46-R52) extends for 1.2 miles, and the southern segment (R60-R65) extends for 1.0 mile.

All of North Captiva Island is eroded. The north shore fronting on Captiva Pass (R66, east 1000 feet) has critical inlet shoreline erosion threatening development interests. The northern 1.0-mile of gulf beach (R66-R71) is critically eroded threatening development interests, and from R71 through R78 is 2.0 miles of non-critical erosion. The island was breached between R78 and R79 during Hurricane Charley (2004). The truncated southern 0.8 mile of North Captiva Island extending into Redfish Pass (R79-R82.3) is critically eroded threatening development and losing wildlife habitat.

All of Captiva Island is critically eroded. The south shore of Redfish Pass (R83-R84) has 0.2 mile of critically eroded inlet shoreline. This shoreline has a rock revetment with a terminal groin. The gulf beach from R84 through R109 has five miles that is critically eroded. This entire island segment is a beach restoration project.

Northern Sanibel Island is eroded. From R109 to R118 the beach is critically eroded, extending 1.7 miles south of Blind Pass where the road, development, recreation, and wildlife habitat are threatened. Part of this segment received nourishment from the Captiva Island beach restoration project. Another segment (R129-R133) on northern Sanibel Island has 0.9 mile that is critically eroded threatening development interests. This segment in the neighborhoods of Gulf Shores and Gulf Pines has a beach restoration project.

Most of Estero Island is eroded. From R175 (-.4) to R200, Ft. Myers Beach has 5.0 miles that is critically eroded threatening development and recreational interests. This entire segment is a beach restoration project. Matanzas

---

<sup>8</sup> Florida Department of Environmental Protection Beach Management Program Funding Assistance  
<http://www.dep.state.fl.us/BEACHES/programs/becp/index.htm>

<sup>9</sup> All of the information in the "Location and Extent" section is derived from the Florida Department of Environmental Protection's report "Critically Eroded Beaches in Florida": <https://www.dep.state.fl.us/beaches/publications/pdf/CriticalErosionReport.pdf> Lee County specific information last updated June 2014.

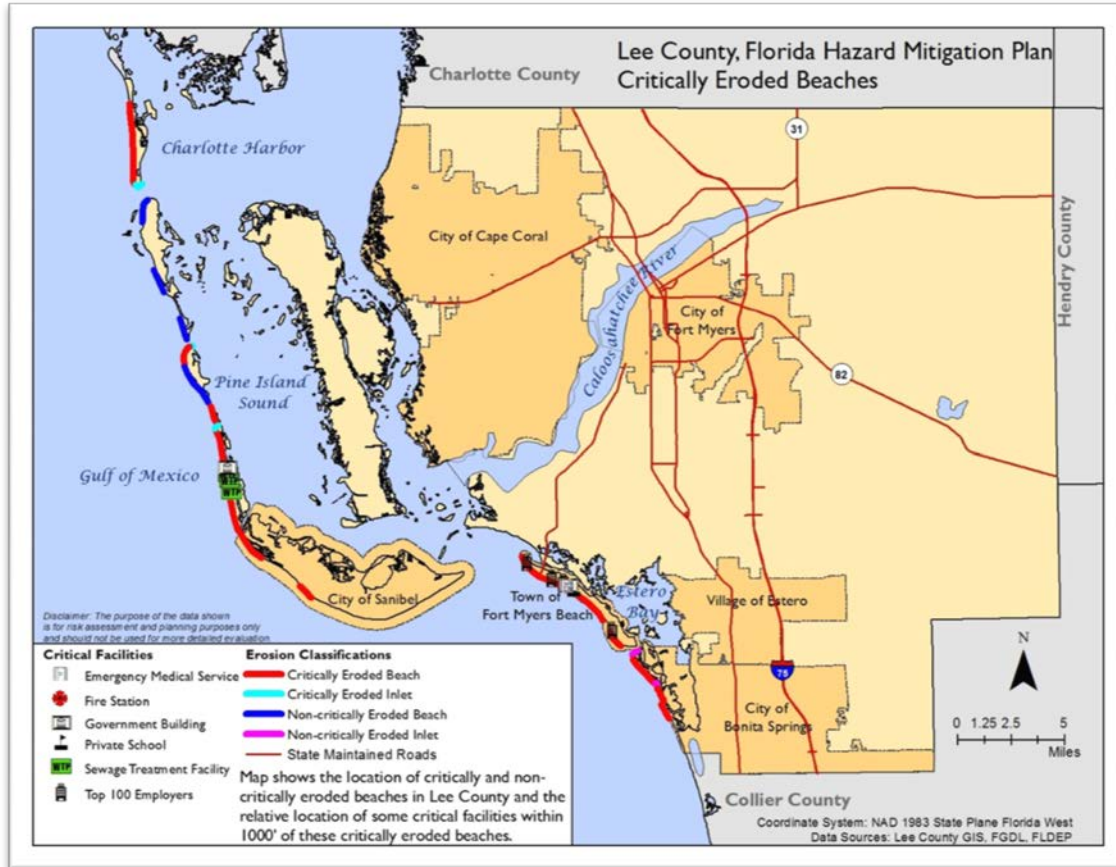
Pass channel dredge material has been previously placed at the north end on Bowditch Point. A 0.8-mile southern segment of Estero Island (R203-R207) is also critically eroded along the Little Estero Island Critical Wildlife Area. During the 1970's a subaerial portion of the Big Carlos Pass ebb tidal shoal migrated landward and attached to southern Estero Island entrapping an alongshore lagoon. This barrier continued to migrate landward through storm tide overtopping events and has gradually disintegrated through erosion, which threatens development, infrastructure, and wildlife habitat.

Most of Lover's Key is eroded. The north shore of Lover's Key (R211-R213) fronting on Big Carlos Pass has 0.3 mile that is a noncritical eroded. Most of the gulf beach extending from R214 to R222 has 1.5 miles that is critically eroded threatening recreational interests and wildlife habitat in Lover's Key State Park. A beach restoration project was constructed in 2004. The south shore of Lover's Key (R222) fronting on New Pass also has 0.1 mile of non-critically eroded inlet shoreline.

Between New Pass and Big Hickory Pass, Big Hickory Island (R222.7-R225.9) has 0.8 mile that is critically eroded where wildlife habitat and recreation has been lost. South of Big Hickory Pass, Little Hickory Island (R226-R230) has 0.9 mile of critically eroded beach threatening development interests in Bonita Beach. This area has a beach restoration project with bulkheads and two terminal groins at the north end.

All of these critically eroded beaches are at risk to coastal erosion. Significant storm events would cause tens of millions of dollars in damages to these areas of Lee County.

Figure 3: Critically eroded shoreline within Lee County



## Previous Occurrences

According to the NOAA NCEI Storm Events Database, there are six coastal erosion events summarized below that occurred between October of 1995 and February 2010 in Lee County:

**June 25, 2012 Tropical Storm Debby:** In Lee County, the highest storm total rainfall reported was 4.95 inches at the Cape Coral CoCoRaHS station. The county suffered \$2.3 million in damage to beaches, mostly on Captiva Island and Sanibel, while another \$300 thousand in damage to homes was recorded. The tide gauge at Fort Myers measured a peak tide of 3.98 feet MLLW on afternoon of the 25th. Subtracting the predicted astronomical tide, the highest storm surge was calculated as 3.09 feet on the afternoon of the 25th. Lighthouse Road in Sanibel suffered erosion and was closed by Sanibel Police on the morning of the 25th.

**July 10, 2005 Hurricane Dennis:** A bubble of storm surge from Hurricane Dennis moved north along the west Florida Gulf Coast during the day. In Lee County, storm surge was reported at Fort Myers as 3.08 feet at 3:36 AM EDT, Storm Tide 3.20 feet at 4:54 AM EDT. The area reported minor beach erosion.

**August 13, 2004 Hurricane Charley:** Hurricane Charley made landfall just north of Captiva as a Category 4 storm with sustained winds estimated at 145 mph. The center of Charley crossed the barrier islands of Cayo Costa and Gasparilla Island at 345 PM EDT. The storm produced an eight to nine-foot storm surge in Lee County. The storm

surge created a new pass 300 yards wide across North Captiva Island. The storm surge was estimated at 4 to 6 feet at Fort Myers Beach, Horseshoe Key, and Port Boca Grande. Beach Erosion was documented on all Lee County coastal barrier islands (Gasparilla Island, Cayo Costa, North Captive Island, Captiva Island, Sanibel Island, Estero Island, Lovers Key, Big Hickory Island and Little Hickory Island. It ranges from major (North Captive, Captiva, Sanibel, Estero, Lovers Key, and Big Hickory) to minor erosion damage (Gasparilla, parts of Sanibel, and Little Hickory). In southwest Florida, 1.1 mile of critically eroded beach was added to Lee County due to the impact of Hurricane Charley.

**September 17, 2000 Hurricane Gordon:** Hurricane Gordon produced maximum storm tides above mean sea level of 2 to 4 feet in Lee County. These storm tides caused minor beach erosion in the county. More severe beach erosion was experienced to the north in Sarasota County.

**September 20, 1999 Tropical Storm Harvey:** Minor beach erosion occurred from Siesta Key in Sarasota County south across Manasota Key in Charlotte County and continued to Sanibel Island in Lee County. Several hundred feet of Blind Pass Road along the extreme southern tip of Siesta Key was washed away by high waves and flood waters.

**October 4, 1995 Hurricane Opal:** Major beach erosion was reported along the beaches of Lee and Sarasota Counties, considerable beach erosion occurred in Pinellas County, and minor erosion occurred in Manatee and Charlotte Counties.

## Probability of Future Events

Coastal erosion is an ongoing natural process. Therefore, the probability of occurrence is high, with at least one event expected annually. Wind and flooding events caused by coastal storms increase the magnitude of coastal erosion.

Using historical records, it can be estimated that Lee County will experience at least 0.15 coastal erosion events every year ([Table 11](#)). No damages to property or crops are expected from these events annually.

# Vulnerability and Risk Assessment

## Hazard Ranking

The priority hazard ranking process for the 2017 HIRA determined coastal erosion to be a low priority hazard in Lee County. As described in the profile above, coastal erosion events within the county are common events with an annual probability greater than 1.0. Coastal erosion events have a low range of impact, accounting for less than \$50,000 in annual damages. The probable hazard magnitude for coastal erosion is low, including no deaths or injuries recorded, and more than three days warning time before the event.

Table 9 outlines the hazard rankings for each of the hazard priority criteria related to coastal erosion.

**Table 9: Coastal Erosion Hazard Priority**

Probability	Maximum Impact	Probable Hazard Magnitude:		Composite Hazard Index
		Death and Injury	Warning Time	
<b>High</b> Common events with annual probability > 1.0	<b>Low</b> Annual Damages less than \$50,000	<b>Low</b> No deaths or injuries recorded	<b>Low</b> Three days or more	<b>Low</b>

## Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations

Lee County's beaches are its number one economic and environmental asset. Continued erosion will have a variety of impacts on the county including a decrease in the tax base, public access, recreational opportunities, economic value, land value and damage to public infrastructure. Private property could be damaged by increased flooding and private land could be completely lost to the ocean.

Over the next 60 years, erosion may claim 1 out of 4 houses within 500 feet of the US shoreline.<sup>10</sup> This statistic helps form the basis of the 60-year Coastal Erosion Hazard Area. The 60-year Coastal Erosion Hazard Area represents the land expected to be lost to coastal erosion over the next 60 years. The Evaluation of Erosion Hazards Study prepared for FEMA by the H. John Heinz III Center for Science, Economics, and the Environment establishes this zone as land within 500 feet from the coastline. Any structure located within 500 feet of the shoreline is considered to be vulnerable.

[Table 10](#) summarizes the number of critical facilities in Lee County that are within 1000 feet of critically and non-critically eroded beaches and inlets. It is important to note that of the total 1478 critically facilities identified in Lee County, only 1.3% are within 1000 feet of an eroded beach (both critical and non-critical). Only small sections of the Unincorporated County, the City of Sanibel, and the Town of Fort Myers Beach are exposed to this hazard.

See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard's vulnerability, risk, and impact to people, property, the environment, and operations.

<sup>10</sup> The Heinz Center "Evaluation of Erosion Hazards", April 2000. <https://www.fema.gov/pdf/library/erosion.pdf>



Table 10: Critical Facilities within 1000 feet of Eroded Beaches in Lee County

Locality	Building Type	Building Count
Town of Fort Myers Beach	Emergency Medical Service	1
	Fire Station	1
	Gas Station	4
	Government Building	1
	Hazardous Material Site	1
	Private School	1
	Supermarket	1
	Top 100 Employers	4
Unincorporated	Government Building	1
	Sewage Treatment Facility	3
	Top 100 Employers	1

The NCEI Storm Events data was annualized by taking the total number of damaging coastal erosion events and dividing by the length of record. The annualized values should only be utilized as an estimate of what can be expected in a given year. [Table 11](#) shows the annualized results for coastal erosion events in Lee County.

Table 11: Annualized Damages from Coastal Erosion Events

Annualized Events	Annualized Property Damage	Annualized Crop Damage
0.150	\$0.00	\$0.00

## Drought/Extreme Heat

### Description

A drought is a period in which an unusual scarcity of rain causes a serious hydrological imbalance in which water supply reservoirs empty, water wells dry up, and crop damage ensues. A prolonged period of drought may or may not accompany the periods of extreme heat.

There are four main classifications of droughts. They include (1) Meteorological, (2) Agricultural, (3) Hydrological, and (4) Socio-economic. Meteorological droughts are typically defined by the level of “dryness” when compared to an average, or normal, amount of precipitation over a given period of time. Agricultural droughts relate common characteristics of drought to their specific agricultural-related impacts. Emphasis tends to be placed on factors such as soil/water deficits, water needs based on differing stages of crop development, and water reservoir levels. Hydrological drought is directly related to the effect of precipitation shortfalls on surface and groundwater supplies. Human factors, particularly changes in land use, can alter the hydrologic characteristics of a basin. Socio-economic drought is the result of water shortages that limit the ability to supply water-dependent products in the marketplace.

Extreme heat is a summer phenomenon that usually involves temperatures over 100°F for a period of several days. The NWS can issue heat-related messages to inform citizens of forecasted extreme heat conditions. These messages are based on projected or observed heat index values and include:

- Excessive Heat Outlook: When there is a potential for an excessive heat event within three to seven days;
- Excessive Heat Watch: When conditions are favorable for an excessive heat event within 12 to 48 hours but some uncertainty exists in regards to occurrence and timing; and
- Excessive Heat Warning / Advisory: When an excessive heat event is expected within 36 hours. These messages are usually issued when confidence is high that the event will occur. A warning implies that conditions could pose a threat to life or property, while an advisory is issued for less serious conditions that may cause discomfort or inconvenience, but could threaten property if caution is not taken.

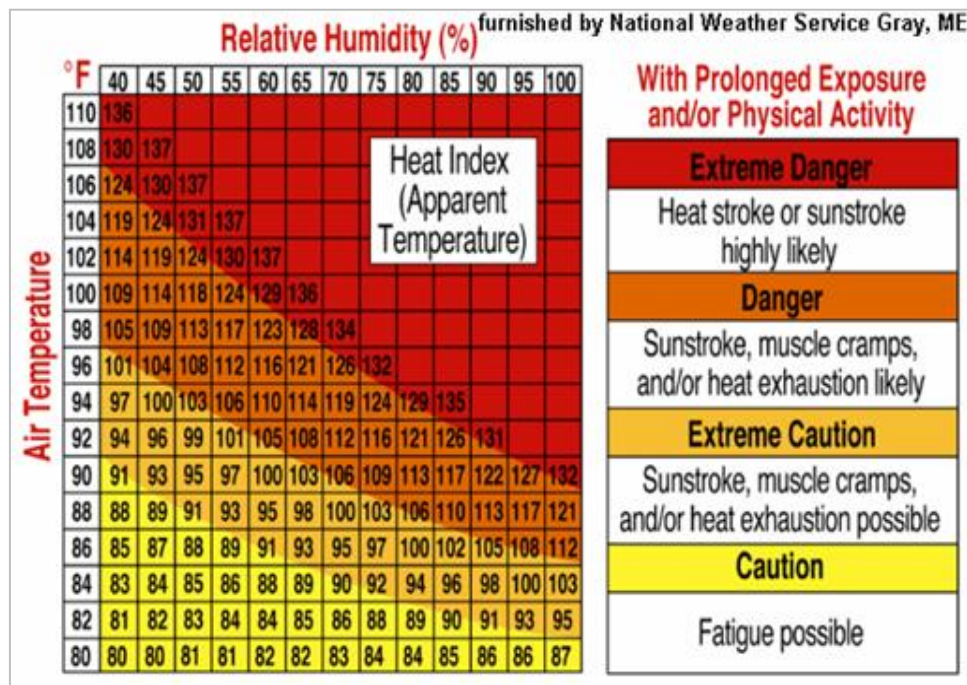
Several indices are available to determine drought stages; two of which are the Palmer Drought Severity Index (PDSI) and the Keetch-Bryam Drought Index (KBDI). The PDSI uses precipitation, air temperature, soil moisture, evapotranspiration, and previous indices to produce a number indicating current conditions. The KBDI monitors fire danger and severity using maximum daily temperature, daily, antecedent, and annual precipitation.

## Location and Extent

In Southwest Florida, drought is primarily a late winter occurrence. Its greatest impact is on agricultural production, with secondary impacts on public water supplies. In addition to agricultural damage and shortages of drinking water, environmental damage and a shortage of water needed for utilities and firefighting may occur. The entirety of Lee County has the potential to be impacted by drought and extreme heat.

The “heat index” or “apparent temperature” is often used to measure how hot the air “feels” based on temperature and humidity. The index can be used as an indicator of potential health effects.

Figure 4: NWS Heat Index Chart



Droughts can last a few months to several years. Longer droughts can increase wildfire risk and impact municipal water availability. The severity of a drought may be gauged by the size of the area affected, the duration, and the

degree of moisture deficiency. Droughts may result in reduction of electric power generation and water quality deterioration. Drought conditions can also cause soil to compact, decreasing its ability to absorb water, making an area more susceptible to flash flooding and erosion. A drought may also increase the speed at which dead and fallen trees dry out and become more potent fuel sources for wildfires. Drought may also weaken trees in areas already affected by infestations, causing more extensive damage to trees and increasing wildfire risk, at least temporarily.

Risks from exposure to extreme heat include sunburn, heat cramps, heat exhaustion, heat stroke, and death. Extreme heat is also hazardous to livestock, agriculture, and structures such as roads and bridges, and may diminish water and energy supplies, which may increase the risk to human health.

## Previous Occurrences

Extreme heat events have normally occurred in early summer. The impact of these events can affect the local population, tourism industry, and agricultural industry. The NOAA NCEI Storm Events Database has recorded four occurrences of extreme heat events in Lee County since 1998, with three in June 1998 and a fourth in June 2009. Temperatures in these events increased to above 100 degrees.

## Probability of Future Events

As of January 2017, the Palmer Drought Severity Index categorized the region in a “moderate drought.” Using historical records, it can be estimated that Lee County will experience at least one drought every two to three years (low rank).

It is somewhat likely that Lee County could have another drought or extreme heat event. Extreme heat events can occur simultaneously with drought, but either can occur without the other. While extreme heat events can cause death to any person of any age, the elderly, very young, and mobility restricted are considered the most at risk.

## Vulnerability and Risk Assessment

### Hazard Ranking

The priority hazard ranking process for the 2017 HIRA determined drought and extreme heat to be a low priority hazard in Lee County. As described in the profile above, drought and extreme heat events within the county are infrequent events with an annual probability of less than 0.5. Drought and extreme heat events have a low range of impact, accounting for less than \$50,000 in annual damages. The probable hazard magnitude for drought and extreme heat ranges from low to high, including some deaths and injuries reported, and more than a three-day warning time before the event. Table 12 outlines the hazard rankings for each of the hazard priority criteria related to drought and extreme heat.

Table 12: Drought and Extreme Heat Hazard Priority

Probability	Maximum Impact	Probable Hazard Magnitude Death and Injury	Warning Time	Composite Hazard Index
Low Infrequent events with annual probability < 0.5	Low Annual Damages less than \$50,000	High Deaths and Injuries reported	Low Three days or more	Low

## Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations

The most common form of drought affects the agricultural industry usually for six or more months with less than 75% normal precipitation. The residential and commercial areas can also be affected depending on their water sources. Wildfires can be more likely to occur and more difficult to fight if water is scarce.

Agricultural assets are most at risk in the county. According to the 2012 Census of Agriculture, the value of crops sold from Lee County was \$101,469,000 with livestock sales valued at \$4,434,000. There are 844 farms on 87,125 acres in the county.

The drought and extreme heat events from the NOAA NCEI Storm Events Database were annualized by taking the total number of damaging drought events and dividing by the length of record. The annualized values should only be utilized as an estimate of what can be expected in a given year. Using historical records, it can be estimated that Lee County will experience at least 0.21 events every year. Damages from these events can be expected in the magnitude of \$0 for property and \$0 for crop damages annually. [Table 13](#) shows the annualized results for drought events in Lee County. The value is noted as zero based on some droughts causing limited or no damage and data often not being reported to NOAA.

See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard's vulnerability, risk, and impact to people, property, the environment, and operations.

Table 13: Annualized Damages from Drought Events

Annualized Events	Annualized Property Damage	Annualized Crop Damages
0.21	\$0	\$0

## Epidemic/Pandemic Diseases

### Description

An *epidemic* is a disease that affects a greater number of people than is usual within a region. A *pandemic* is the same as an epidemic except it has spread to more than one region of the world. Infectious diseases are caused by pathogenic microorganisms, such as bacteria, viruses, parasites or fungi; the diseases can be spread, directly or indirectly, from one person to another. Zoonotic diseases are infectious diseases of animals that can cause disease when transmitted to humans.

For the purpose of this Plan, infectious disease has been categorized as (1) pandemic and (2) localized infectious disease outbreaks.

A pandemic is an epidemic that occurs over a wide geographic area, often global. Pandemics result when a microorganism (or disease condition) emerges that is pathogenic for humans but to which humans have no immunity or prior protection. Thus, an epidemic occurs and the number of cases substantially exceeds the number of expected cases over a given period of time. Pandemics generally refer to infectious diseases that spread efficiently from person to person across the globe, although the term may be used to describe medical conditions with other risk factors, such as chronic illnesses like cardiovascular diseases.

The Department of Homeland Security defines pandemic influenza as “a virulent human flu that causes a global outbreak, or pandemic, of serious illness.”<sup>11</sup> Though it is fundamentally a medical event, a pandemic has the potential to affect people and industries around the world.<sup>12</sup> At a minimum, pandemic influenza could kill between 2 and 7.4 million people globally and infect tens of millions more.<sup>13</sup>

The extent and severity of a pandemic depends on the specific characteristics of the infectious disease<sup>14</sup>. Based on previous events, however, certain assumptions about the characteristics and effects of a pandemic have been made, including:

- Universal susceptibility to the pathogenic microorganism
- Infection rate of 30 percent of the overall population, including about 40 percent of school-aged children and 20 percent of working adults
- Worker absenteeism rate of up to 40 percent during peak infection times due to illness, the need to care for ill family members, and fear of infection
- Epidemic periods of 6 to 8 weeks in affected communities
- Waves (periods during which community outbreaks occur across the country) of 2 to 3 months<sup>15</sup>.

An infectious disease outbreak is unpredictable in every aspect, and could cause social and economic catastrophe. For instance, influenza viruses evolve easily and unpredictably through genetic mutation and interaction with other viruses. As a result, new influenza subtypes continually emerge, though most only affect birds and pigs. There are 3 types of influenza viruses: A, B, and C. Human influenza A and B viruses cause seasonal epidemics of disease almost every winter in the United States; scientists believe that the influenza A virus is the only one capable of causing a pandemic. Influenza type C infections cause a mild respiratory illness and are not thought to cause epidemics. A pandemic could be triggered by a subtype of Influenza A that has not previously circulated in humans, or by a strain that has progressively adapted to become more capable of being passed easily among humans. Though both circumstances are rare events, experts believe the development of such a subtype is inevitable.<sup>16,17</sup>

It is impossible to determine the exact circumstances in which an influenza virus will evolve into a pandemic. In one possible scenario, clusters of respiratory illness will appear from one region, indicating transmission between humans. Once cases begin to be identified as a new influenza strain, the disease may spread rapidly to family members, health care workers, and the general population. Next, dozens of cases will be reported in a single day, followed by hundreds. If the pandemic is not stopped, it could spread globally within 3 months<sup>18</sup>.

---

<sup>11</sup> Pandemic Influenza: Preparedness, Response, and Recovery. US Department of Homeland Security.

[www.pandemicflu.gov/plan/pdf/cikrpandemicinfluenzaguide.pdf](http://www.pandemicflu.gov/plan/pdf/cikrpandemicinfluenzaguide.pdf)

<sup>12</sup> HHS Pandemic Influenza Plan. US Department of Health and Human Services, 2005. [www.hhs.gov/pandemicflu/plan/](http://www.hhs.gov/pandemicflu/plan/)

<sup>13</sup> WHO Outbreak Communication. World Health Organization, December 2005.

[www.who.int/csr/don/Handbook\\_influenza\\_pandemic\\_dec05.pdf](http://www.who.int/csr/don/Handbook_influenza_pandemic_dec05.pdf)

<sup>14</sup> HHS Pandemic Influenza Plan. US Department of Health and Human Services, 2005. [www.hhs.gov/pandemicflu/plan/](http://www.hhs.gov/pandemicflu/plan/)

<sup>15</sup> Pandemic Influenza: Preparedness, Response, and Recovery. US Department of Homeland Security.

[www.pandemicflu.gov/plan/pdf/cikrpandemicinfluenzaguide.pdf](http://www.pandemicflu.gov/plan/pdf/cikrpandemicinfluenzaguide.pdf)

<sup>16</sup> WHO Outbreak Communication. World Health Organization, December 2005.

[www.who.int/csr/don/Handbook\\_influenza\\_pandemic\\_dec05.pdf](http://www.who.int/csr/don/Handbook_influenza_pandemic_dec05.pdf)

<sup>17</sup> Types of Influenza Viruses. Centers for Disease Control and Prevention, <http://www.cdc.gov/flu/about/viruses/types.htm>

<sup>18</sup> WHO Outbreak Communication. World Health Organization, December 2005.

[www.who.int/csr/don/Handbook\\_influenza\\_pandemic\\_dec05.pdf](http://www.who.int/csr/don/Handbook_influenza_pandemic_dec05.pdf)

A localized infectious disease outbreak is a sudden rise in the occurrence of a disease. Some outbreaks are expected each year, like influenza, or other respiratory or gastrointestinal diseases. Such infectious disease outbreaks can be foodborne, waterborne, vector-borne, environmental, or transmitted person-to-person<sup>19</sup>.

The 2014 Ebola Virus Disease (Ebola) outbreak primarily affected countries in West Africa, though Ebola cases were diagnosed in the United States and other countries. The Florida Department of Health in Lee County monitored the situation and worked closely with community and state partners in preparing for and responding to situations that might be related to Ebola<sup>20</sup>.

Middle East Respiratory Syndrome (MERS) is viral respiratory illness first reported in Saudi Arabia in 2012. It is caused by a coronavirus called MERS-CoV. Most people who have been confirmed to have a MERS-CoV infection developed severe acute respiratory illness. They had fever, cough, and shortness of breath. About 30 percent of these people died. All the cases have been linked to 6 countries in or near the Arabian Peninsula. CDC continues to closely monitor the MERS-CoV situation globally and work with partners to better understand the risks of this virus, including the source, how it spreads, and how infections might be prevented. The risk to the public is low.

The H5N1 or avian influenza, was first detected in Guangdong, China in 1996 and has since been found in birds in numerous countries throughout Africa, Asia, and Europe<sup>21</sup>. Asian H5N1 was first detected in humans in 1997 during a poultry outbreak in Hong Kong and has since been detected in poultry and wild birds in more than 50 countries in Africa, Asia, Europe, and the Middle East. Six countries are considered endemic for Asian H5N1 (Bangladesh, China, Egypt, India, Indonesia, and Vietnam). H5N1 is the most likely cause of a potential pandemic, though it is not the only possible cause.<sup>22</sup>

Zika, a mosquito-borne virus, has been identified in Central and South America, Mexico, and the Caribbean since 2015. Local transmission of Zika was reported in Florida and Puerto Rico in 2016. Zika virus has been linked to serious birth defects infants and children when contracted by women during pregnancy. The Florida Department of Health and CDC continue intensive efforts to increase response capabilities, as Zika will continue to be threat to Florida travelers and the likelihood of local transmission returning to Florida remains high.

## Location and Extent

According to the Center for Disease Control and Prevention (CDC), the state of Florida will most likely experience epidemics common to the United States such as HIV/AIDS, other STDs, Tuberculosis, and Hepatitis A, B, and C (HAV, HBV, HCV). Depending on the scale of outbreak and type of disease, an infectious disease outbreak could impact Lee County significantly. The impact of an outbreak in Lee County would most likely be catastrophic. As residents and workers became infected, employee absenteeism would increase, and the length of time necessary to recoup and regain lost time and money could last 6 months or longer.

---

<sup>19</sup> Monterey Bay Flu Watch. [http://cns.miis.edu/flu\\_watch/history.htm](http://cns.miis.edu/flu_watch/history.htm)

<sup>20</sup> "Lee Memorial training staff on treating Ebola." <http://www.nbc-2.com/story/26775159/lee-memorial-training-staff-on-treating-ebola>

<sup>21</sup> The Prioritization of Critical Infrastructure for a Pandemic Outbreak in the United States Working Group Final Report. National Infrastructure Advisory Council. 16 January 2007.

<sup>22</sup> CDC Highly Pathogenic Asian Avian Influenza. August 2015.

Areas with high population density are most vulnerable to the spread of an influenza virus. Other parts of the county with lower densities are not as susceptible to an outbreak; however, the virus can still spread in schools and workplaces.

## Previous Occurrences

Although a pandemic outbreak has not occurred in Lee County, outbreaks have occurred in other places around the world and throughout history. Any outbreak in the country has the potential to affect Lee County.

Three pandemics struck in the 20th century:

- The “Spanish Flu” of 1918 killed more people in 1 year than the 14th Century “Black Death” killed in its entire 4-year run. The Spanish Flu infected 500 million people worldwide and killed an estimated 40 million people—as much as 40 percent of the earth’s 1918 population. This figure exceeds the death toll of World War I.<sup>23</sup>
- The “Asian Flu” of 1957 killed approximately 70,000 Americans and between 1 and 4 million people worldwide. The virus first appeared in 1957, but reappeared as a second wave in America’s elderly community in 1958.<sup>24</sup>
- The “Hong Kong Flu” killed approximately 34,000 Americans and 700,000 people worldwide in 1968. Experts believe that medical advances and lessons learned from the 1957 pandemic helped to keep the death toll lower than previous events<sup>25</sup>.

In the 21st century, there has been one pandemic outbreak:

- On June 11th, 2009, the World Health Organization (WHO) declared the 2009 H1N1 outbreak a global pandemic. The 2009 H1N1 was first detected in the US in April 2009. This virus was a combination of influenza virus genes not previously identified in either animals or people. The Food and Drug Administration (FDA) announced its approval of the first H1N1 vaccines in September. The H1N1 virus was not as severe as the WHO initially thought, nor severe as the 20th century pandemics. Critics claimed the WHO had exaggerated the danger of this virus. Based on more recent research, the WHO now estimates 284,500 people were killed by the disease, primarily in Africa and Southeast Asia<sup>26</sup>.

No instances of major localized disease outbreak have been reported in Lee County. Other historical non-Lee County major localized disease outbreak incidents include:

---

<sup>23</sup> The Prioritization of Critical Infrastructure for a Pandemic Outbreak in the United States Working Group Final Report. National Infrastructure Advisory Council. 16 January 2007. [www.dhs.gov/xlibrary/assets/niac/niac-pandemic-wg\\_v8-011707.pdf](http://www.dhs.gov/xlibrary/assets/niac/niac-pandemic-wg_v8-011707.pdf)

<sup>24</sup> The Prioritization of Critical Infrastructure for a Pandemic Outbreak in the United States Working Group Final Report. National Infrastructure Advisory Council. 16 January 2007. [www.dhs.gov/xlibrary/assets/niac/niac-pandemic-wg\\_v8-011707.pdf](http://www.dhs.gov/xlibrary/assets/niac/niac-pandemic-wg_v8-011707.pdf)

<sup>25</sup> Monterey Bay Flu Watch. [http://cns.miis.edu/flu\\_watch/history.htm](http://cns.miis.edu/flu_watch/history.htm)

<sup>26</sup> Dawood FS, Iuliano AD, Reed C et al. (September 2012). "Estimated global mortality associated with the first 12 months of 2009 pandemic influenza A H1N1 virus circulation: a modelling study". *Lancet Infect Dis* 12 (9): 687–95. doi:10.1016/S1473-3099(12)70121-4. PMID 22738893 and Goodenough, T. (26 June 2012). "Swine flu killed 250,000 - 15 TIMES the number of people reported, claims international study". Mail Online. Retrieved 3 July 2012.

- The 2014 Ebola outbreak is the largest Ebola outbreak in history and is the first Ebola epidemic in world history. As of July 2015, there were more than 27,952 cases and 11,284 deaths<sup>27</sup>. There have been 368 Ebola contact-tracing cases in the United States since October 2014 in Texas, Ohio, and New York. In September and October 2014, there were 4 confirmed Ebola diagnoses in the U.S. One patient, who had traveled to Dallas, Texas from Liberia, died. Two healthcare workers who came into contact with that patient were treated and recovered. The 4th confirmed case was a medical aid worker who had returned from Guinea, who was treated in New York City and later discharged<sup>28</sup>.
- A strain of bird flu, scientifically known as Highly Pathogenic Avian Influenza (HPAI) H5 virus, entered the Pacific Northwest in December 2014 by migratory waterfowl. As of July 2015, there were 223 reported cases of HPAI in domestic flocks in 15 states.<sup>29</sup> HPAI virus has not been identified in Florida birds as of February 2017, and would be expected to be seen in more northerly states first, but identifications are possible.
- In May 2014, the CDC confirmed 2 unlinked imported cases of MERS in the U.S. Both cases were healthcare providers who lived and worked in Saudi Arabia, 1 in Indiana and the other in Florida. Both patients were hospitalized in the U.S. and made full recoveries. MERS represents a low risk to the public in the U.S.
- In January 2014, Canada reported the first human infection of H5N1 virus in the Americas. The patient was a traveler who had recently returned from China. To date there have been no reports of H5N1 infections of birds or humans in the US.
- There have been 24 confirmed cases of bovine spongiform encephalopathy (BSE) (“mad cow disease”) in North America from 1993 through February 2015<sup>30</sup>. Twenty of the cases were in Canada and 4 in the U.S. Between 1996 and 2014, there were 4 U.S. cases of Variant Creutzfeldt-Jakob Disease (vCJD)<sup>31</sup>. Millions of cattle have been destroyed on suspicion of contracting mad cow disease, costing billions of dollars. National milk producers have worked on plans for limiting milk movement.
- Since 1970, several versions of leaf blight have destroyed over 10 million acres and \$1 billion in crops.
- In 1996, a small outbreak of a fungal disease called Karnal Bunt occurred in wheat seeds in Arizona. As a result, more than 50 countries restricted trade with the U.S. The total cost of clean-up was around \$45 million, and the reduction in exports cost \$250 million<sup>32</sup>.
- In 1983, highly pathogenic avian influenza struck Pennsylvania. About 17 million chickens were disposed of, costing \$86 million. The price of poultry increased, costing consumers \$548 million, and an additional \$7 million in wages were lost.

---

<sup>27</sup> CDC Ebola Chronological Dates of Ebola. August 2015.

<sup>28</sup> Centers for Disease Control and Prevention. Cases of Ebola diagnosed in the United States. August 2015.

<sup>29</sup> Update on the Highly-Pathogenic Avian Influenza Outbreak of 2014-2015. July 20, 2015.

<https://fas.org/sgp/crs/misc/R44114.pdf>

<sup>30</sup> Centers for Disease Control and Prevention. BSE in North America. <http://www.cdc.gov/prions/bse/bse-north-america.html> August 2015.

<sup>31</sup> Centers for Disease Control and Prevention. Variant Creutzfeldt-Jakob Disease. <http://www.cdc.gov/prions/vcjd/index.html> August 2015.

<sup>32</sup> Kohnen, Anne. Responding to the Threat of Agroterrorism: Specific Recommendations for the United States Department of Agriculture. October 2000.



## Probability of Future Events

Lee County is likely to see future events, with historical data suggesting that the county has an annual probability estimated between 0.5 and 1 for epidemic diseases. These diseases can range from the yearly influenza to the rarer and even deadlier diseases such as Ebola.

## Vulnerability and Risk Assessment

### Hazard Ranking

The priority hazard ranking process for the 2017 HIRA determined epidemic and pandemic diseases to be a medium priority hazard in Lee County. As described in the profile above, epidemic and pandemic disease events within the county are frequent events with annual probability between 0.5 and 1. epidemic and pandemic diseases events have a low range of impact, accounting for less than \$50,000 in annual damages. The probable hazard magnitude for epidemic and pandemic diseases ranges from medium to high, with multiple deaths and injuries reported, and a one to two-day warning time before an event. [Table 14](#) outlines the hazard rankings for each of the hazard priority criteria related to epidemic and pandemic diseases.

Table 14. Epidemic and Pandemic Diseases Hazard Priority

Probability Score	Maximum Impact	Probable Hazard Magnitude:		Composite Hazard Index
		Death and Injury	Warning	
<b>Medium</b> Frequent events with annual probability between 0.5 and 1	<b>Low</b> Annual Damages less than \$50,000	<b>High</b> Deaths and Injuries reported	<b>Medium</b> 1 - 2 days	<b>Medium</b>

### Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations

According to the Florida Department of Health: "The Department of Health has estimated that an influenza pandemic in Florida could result in up to 10 million persons infected, with 5 million chronically ill. An estimated 3 million persons may require outpatient care with an additional 71,000 hospitalizations and up to 18,000 deaths. Demands on health care services under these conditions would overwhelm the state's delivery system. Shifts in human and material resources that are normally executed during other natural disasters will not be possible since outbreaks are expected to occur simultaneously throughout much of the U.S." Assuming the same proportion of population in Lee County is susceptible to the flu, [Table 15](#) shows what could result in Lee County.

Table 15: Proportion of 2013 Population of Lee County Affected by Florida Influenza

Category	Population	Percent of total Population	Number of people affected
Florida Population <sup>33</sup>	19.6 million		
Florida Influenza Outbreak	10.0 million		
Florida Chronic Cases	5.0 million		

<sup>33</sup> Florida 2013 Population. <https://www.google.com/webhp?sourceid=chrome-instant&ion=1&espy=2&ie=UTF-8#q=florida%20population>

Category	Population	Percent of total Population	Number of people affected
Florida Outpatient Care	3.0 million		
Florida Hospitalizations	71,000		
Florida Deaths	18,000		
Lee County Population <sup>34</sup>	661,115		
Lee County Influenza Outbreak	337,304	51%	510 out of 1000 affected
Lee County Chronic Cases	168,652	25%	255 out of 1000 affected
Lee County Outpatient	101,191	15%	153 out of 1000 affected
Lee County Hospitalizations	2,395	0.36%	4 out of 1000 affected
Lee County Deaths	607	0.092%	1 out of 1000 affected

Similar epidemics and pandemics could influence the county greater or less depending on how severe the symptoms are. However, as influenza is the most common and happens on a yearly basis, this may be the best way to estimate what percent of the population could be influenced or affected.

See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard's vulnerability, risk, and impact to people, property, the environment, and operations.

## Flood

### Description

Flooding, the most frequent and costly natural hazard in the United States, has caused more than 10,000 deaths nationwide since 1900. Nearly 90% of presidential disaster declarations resulted from natural events where flooding was a major component.

The [National Flood Insurance Program](#) defines flooding as a general and temporary condition of partial or complete inundation of two or more acres of normally dry land by overflow of inland or tidal waters, unusual and rapid accumulation or runoff of surface waters from any source, or a mudflow.

Floods generally result from excessive precipitation. Manmade development may contribute to urban flooding by obstructing the natural flow of water and decreasing the ability of natural groundcover to absorb and retain surface water runoff. Floods may be classified as general floods – precipitation over a given river basin for a long period of time along with storm-induced wave or tidal action – and flash floods – the product of heavy localized precipitation in a short time period over a given location.

Riverine flooding occurs when a channel, like a river or a creek, receives more water than it can hold, and the excess water overflows the channel banks to flood the surrounding area. Coastal flooding<sup>35</sup> is typically a result of storm surge, wind-driven waves and heavy rainfall produced by hurricanes, tropical storms and other large coastal storms.

<sup>34</sup> Lee County 2013 Population. <https://www.google.com/webhp?sourceid=chrome-instant&ion=1&espv=2&ie=UTF-8#q=lee%20county%20f%20population>

<sup>35</sup> While briefly mentioned here, coastal flooding is more thoroughly addressed under the "coastal flooding/storm surge" hazard.

The severity of a flooding event is typically determined by factors including stream and river basin topography and physical geography, precipitation and weather patterns, recent soil moisture conditions, and the degree of vegetative clearing and impervious surface.

The periodic flooding of lands adjacent to rivers, streams and shorelines (land known as floodplain) is a natural and inevitable occurrence that can be expected to take place based upon established recurrence intervals. The recurrence interval of a flood is defined as the average time interval, in years, expected between a flood event of a particular magnitude and an equal or larger flood. Floodplains are designated by the frequency of the flood that is large enough to cover them. Within FEMA's designated Special Flood Hazard Area, there is a 1 percent chance of flooding in any given year. Outside the Special Flood Hazard Area, there is a 0.2 percent chance of flooding in any given year.

## Location and Extent

The topography of Lee County is generally low and flat, with 35% of the developed area of the county at or below 10 feet NAVD<sup>36</sup>. Barrier islands with numerous inlets are particularly susceptible to tidal and coastal flooding from storm surge. Small dunes provide very little protection from wave action<sup>37</sup>. The largest drainage basin in Lee County is the Caloosahatchee River, a broad estuary that under certain conditions can experience storm surge generated at its mouth that intrudes far upstream.<sup>38</sup>

FEMA Flood Insurance Rate Maps (FIRMs) delineate the areas in Lee County that are in the Special Flood Hazard Area where there is a 1% annual chance of flooding. The SFHA Zones include A/AE/AO/AH, areas subject to riverine inundation and Zone VE areas subject to coastal velocity wave action. FIRMs also delineate the area that has a 0.2-percent-annual-chance of as Zone X (shaded). Areas likely to have shallow, seasonal ponding are labeled Zone X (unshaded).<sup>39</sup> Flooding and flood-related losses do occur outside of delineated Special Flood Hazard Areas.

It is estimated that about 35% of the 814 square miles of land<sup>40</sup> within Lee County are located in the 100-year floodplain<sup>41</sup>. [Figure 5](#) illustrates the location and extent of the currently mapped flood zones in Lee County based on the effective FEMA Flood Insurance Study dated August 28, 2008.

---

<sup>36</sup> 2008 Countywide Flood Insurance Study, Lee County, FL

<sup>37</sup> Ibid

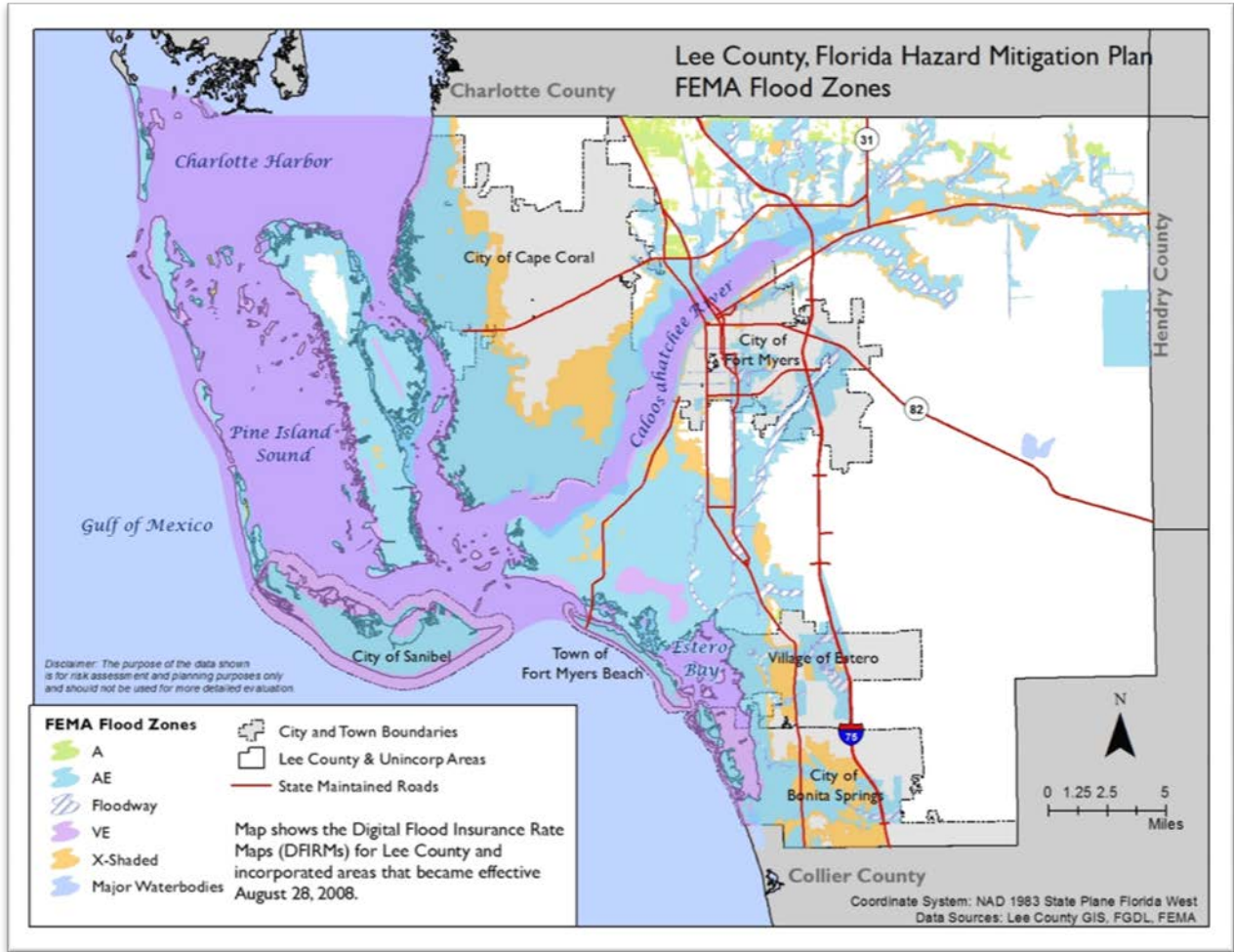
<sup>38</sup> Coastal Discovery Report, Lee County and Incorporated Areas, October 8, 2014.

<sup>39</sup> <https://www.fema.gov/flood-zones>

<sup>40</sup> Area calculated using Lee County's "County Boundary" shapefile from Lee County GIS Department  
<http://www.leegov.com/gis/data>

<sup>41</sup> From the effective FEMA FIRM for Lee County, FL (effective August 28, 2008): <http://msc.fema.gov/portal>

Figure 5: FEMA Flood Zones in Lee County, FL



Below is a summary of flooding “hot spots” within the county and jurisdictions.

In addition to building and infrastructure damage due to overland flooding there are numerous undersized culverts, low water crossings, and low capacity bridges throughout the County that cause flooding problems.

## Previous Occurrences

Since 1964, 10 flood related events have resulted in Federal disaster declarations for Lee County. These events are shown in Table 16.

Table 16: Flood-Related Federal Disaster Declarations for Lee County, Florida

Disaster Number	Declaration Date	Event Title
1609	10/24/2005	Hurricane Wilma
1561	9/26/2004	Hurricane Jeanne
1551	9/16/2004	Hurricane Ivan

Disaster Number	Declaration Date	Event Title
1545	9/4/2004	Hurricane Frances
1539	8/13/2004	Tropical Storm Bonnie And Hurricane Charley
1393	9/28/2001	Severe Storms, Tornadoes and Flooding Associated with Tropical Storm Gabrielle
1069	10/4/1995	Hurricane Opal
337	6/23/1972	Tropical Storm Agnes
252	11/7/1968	Hurricane Gladys
209	9/14/1965	Hurricane Betsy

According to the NOAA NCEI Storm Events Database, there have been 29 reported flood events in Lee County since 1996. According to the data as shown in Table 17 there was over \$2.8 million in property damage, no agricultural damage, and no deaths or injuries during this period.

**Table 17: NCEI Historical Flood Event Data**

Number of Flood Events	Total Property Damage	Total Agricultural Damage	Total Deaths (direct and indirect)	Total Injuries (direct and indirect)
29	\$2,837,500	None Recorded	0	0

Limited detail is available on damages from the flooding events. It should be noted that NCEI takes the available total damage estimate from the event and, if multiple counties are involved (10 or more for some of the identified events), evenly spreads the damage across the counties. For that reason, the damage amounts are not indicative of future damage. Summaries of the events for which data were available are listed in [Table 18](#).

**Table 18: Notable Historic Flood Events**

Location	Date	Type	Property Damage	Description
Bonita Springs and Estero	8/20/2008	Sheet Flow Flooding	\$250,000 (roads) and \$250,000 (homes)	Six to 14 inches associated with Tropical Storm Fay caused extensive sheet flow flooding from the Imperial River that runs through Bonita Springs. Flood damage was reported to numerous roads and homes with 500 residents, including the population of an RV park, evacuated to a shelter.
Bonita Springs	6/24/2003	Heavy Rainfall	\$20,000	A RV Park in East Bonita Springs was evacuated as the area was inundated with four feet of water after heavy rains.
Fort Myers Beach and Lehigh Acres	10/4/2000	Heavy Rainfall	\$200,000	Eight to 10 inches of rain fell in less than six hours, flooding roadways and low-lying areas from Lehigh Acres southwest to Fort Myers Beach. A few homes and several vehicles incurred water damage at low-lying roads and intersections.
Lee County (countywide)	9/17/2000	Heavy Rainfall	\$250,000	Six to eight inches of rain associated with Hurricane Gordon fell in less than 18 hours. Several homes in low-lying and poor drainage areas and several vehicles were damaged, mainly at flooded intersections and low-lying roadways.
Bonita Springs	9/21/1999	Heavy Rainfall	\$200,000	Four to seven inches of rain fell over the previously saturated soil of southern Lee County and flooded homes and businesses in low-lying areas along the U.S. Highway 41 corridor from Estero south to Bonita Springs.

Location	Date	Type	Property Damage	Description
North Fort Myers	7/1/1999	Heavy Rainfall	\$150,000	Four to six inches of rain fell in less than three hours causing urban and small stream flooding along and east of I-75 from Port Charlotte in Charlotte County south to Lehigh Acres in Lee County. Four piglets drowned in North Fort Myers.
Cape Coral, Ft. Myers	9/27/1997	Flash Flooding	\$200,000	Six to 10 inches of rain flooded roads, homes and businesses when rivers and streams overtopped.
Cape Coral	6/18/1999	Flash Flooding and Heavy Rainfall	\$500,000	Six to eight inches of rain fell in less than three hours, flooded roadways, damaged carpets in nearly 50 homes and caused structural damage to an additional nine homes.

## Historical Summary of Insured Flood Losses

The National Flood Insurance Program (NFIP) is federal program that enables property owners in participating communities to purchase insurance for flood losses. For a community to participate in the NFIP they must adopt floodplain management regulations that reduce future flood damages. This insurance is designed to provide an alternative to disaster assistance to reduce the high costs associated with repairing damage to buildings and their contents caused by floods (FEMA).

In addition to providing flood insurance and reducing flood damages through floodplain management regulations, the NFIP identifies and maps the nation's floodplains. Mapping flood hazards creates broad-based awareness of the flood hazards and provides the data needed for floodplain management programs and to actuarially rate new construction for flood insurance.

Communities that participate in the NFIP are required to adopt and enforce the minimum federal NFIP floodplain management regulations. These regulations apply to all types of floodplain development and ensure that development activities will not cause an increase in future flood damages. To ensure that new construction is reasonably safe from flooding, the finished floor elevation must meet or be higher than the Base Flood Elevation (BFE) established by FEMA Flood Insurance Rate Maps and a community's Flood Insurance Study (FIS). These maps identify areas that have a 1%-annual chance of flooding as well as those areas with a 0.2%-annual chance of flooding. If there is a federally insured loan on the structure, like most mortgages, there is a mandatory requirement to purchase a flood insurance policy. The City of Bonita Springs, The City of Cape Coral, The City of Fort Myers, The Town of Fort Myers Beach, The City of Sanibel and unincorporated Lee County all participate in the National Flood insurance program and Community Rating System, which offers discounts on NFIP policies. In February 2015, the newly incorporated Village of Estero received its NFIP Identification Number and began the formal process of joining the NFIP and CRS.

[Table 19](#) contains a summary of National Flood Insurance Program participation in Lee County and its incorporated communities. Participating communities in Lee County coordinate as a group to share information and best practices to remain in compliance with NFIP requirements. Jurisdictions meet on a regular basis as part of a Community Rating System (CRS) Users Group and also participate in the county's Multijurisdictional Program for Public Information.

Table 19. Lee County NFIP Participation

Community Name	Status	Initial FHBM Identified	Initial FIRM Identified	Current Effective Map Date
Bonita Springs, City Of	Participating	N/A	09/19/84	08/28/08
Cape Coral, City Of	Participating	03/30/73	08/17/81	08/28/08
Estero, Village Of	Participating	N/A	09/19/84	08/28/08
Fort Myers Beach, Town Of	Participating	N/A	07/20/98	08/28/08
Fort Myers, City Of	Participating	10/30/70	11/15/84	08/28/08
Sanibel, City Of	Participating	07/23/76	04/16/79	08/28/08
Lee County Unincorporated Areas	Participating	09/19/84	09/19/84	08/28/08

Of the 132,050 flood insurance policies in force within the county, 74,989 are within the unincorporated county. As of January 2017, 9,274 NFIP claims with \$75.7 million in total payments had been filed for properties within the county since 1978. [Table 20](#) summarizes the NFIP policy and claim statistics for the county with Florida totals for comparison. These losses include both inland (freshwater) and storm surge flooding events. It should be emphasized that these numbers include only those losses to structures that were insured through the NFIP policies, and for losses in which claims were sought and received. It is likely that additional flood losses in Lee County were either uninsured, denied claims payment, or not reported.

Table 20: Lee County NFIP Policies and Claims

Community Name	Number of Policies	Total Coverage	Total Premium	Total Claims Since 1978	Total Paid since 1978
Bonita Springs, City Of	8,041	\$1,964,456,300	\$4,886,585	13	\$118,396
Cape Coral, City Of	31,669	\$8,151,551,000	\$22,214,070	765	\$808,984
Estero, Village of <sup>42</sup>	N/A	N/A	N/A	N/A	N/A
Fort Myers Beach, Town Of	3,739	\$793,052,900	\$3,829,118	345	\$6,341,842
Fort Myers, City Of	5,510	\$1,446,614,000	\$3,026,404	243	\$1,526,847
Sanibel, City Of	8,102	\$1,901,426,700	\$9,505,725	1342	\$7,464,158
Lee County Unincorporated Areas	74,989	\$17,217,613,500	\$50,183,807	6566	\$59,486,559
<b>Total:</b>	<b>132,050</b>	<b>\$31,474,714,400</b>	<b>\$93,645,709</b>	<b>9274</b>	<b>\$75,746,786</b>

## Community Rating System (CRS)

The National Flood Insurance Program's (NFIP) Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. Thus, flood insurance premium rates are discounted to reflect the reduced flood risks. There are 10 CRS classes: Class 1 requires the most credit points and gives the largest flood insurance premium reduction; Class 10 receives no premium reduction. These discounts are applied per each CRS community and apply to all flood insurance policyholders. For CRS participating communities, flood insurance premium rates are discounted in

<sup>42</sup> Totals for the Village of Estero are reflected in the Lee County Unincorporated Areas totals.

increments of 5%; i.e., a Class 1 community would receive a 45% premium discount, while a Class 9 community would receive a 5% discount.<sup>43</sup>

All communities in Lee County and the unincorporated area of Lee County, participate in the CRS program. See Table 21 for an overview of each community's class rating the date they entered the program. Participation in this program allows residents within the SFHA to receive a discount on their flood insurance premiums for policies purchased under the NFIP. Residents within the non-SFHA also receive a discount on their policies.

**Table 21: Lee County CRS Participation**

Community	Class Rating	Effective Date	SFHA Insurance Discount	Non-SFHA Insurance Discount
Bonita Springs, City Of	5	5/1/2017	25%	10%
Cape Coral, City Of	5	5/1/2010	25%	10%
Estero, Village of	N/A	N/A	N/A	N/A
Fort Myers Beach, Town Of	7	10/1/1999	15%	5%
Fort Myers, City Of	7	10/1/2012	15%	5%
Sanibel, City Of	5	10/1/1996	25%	10%
Lee County Unincorporated Areas	5	10/1/2007	25%	10%

## FEMA Repetitive Flood Claims

A repetitive loss (RL) property is defined as a facility or structure that has experienced two or more insurance claims of \$1,000 or more in any given 10-year period since 1978, under the National Flood Insurance Program. A RL property may or may not be currently insured by the NFIP. Currently there are over 122,000 RL properties nationwide.

Based on information provided by all jurisdictions in Lee County, as of March 2017 there are 579 repetitive loss properties in Lee County. Fort Myers Beach has the greatest share of RPLs. Unincorporated County has the next greatest share (29.74%). A summary of these are shown in [Table 22](#).

**Table 22: Lee County Repetitive Loss Properties**

Jurisdiction	Number of Repetitive Loss Properties
Bonita Springs, City Of	62
Cape Coral, City Of	3
Estero, Village of	1
Fort Myers Beach, Town Of	305
Fort Myers, City Of	8
Sanibel, City Of	64
Lee County Unincorporated Areas	136
<b>Total:</b>	<b>579</b>

*Source: Latest information from municipalities and pulled from FEMA's CIS System*

<sup>43</sup> FEMA Community Rating System <https://www.fema.gov/national-flood-insurance-program-community-rating-system>



## Probability of Future Events

Flood events will remain high in Lee County, with a high probability of future occurrences. The probability and location of future flood events based on the magnitude and according to best available data is illustrated in [Figure 5](#). Further, it is highly likely that Lee County will continue to experience inland and coastal flooding associated with large tropical storms, hurricanes and storm surge events.

## Vulnerability and Risk Assessment

### Hazard Ranking

The priority hazard ranking process for the 2017 HIRA determined flooding to be a high priority hazard in Lee County. As described in the profile above, Flooding events within the county are common events with an annual probability greater than 1.0. Flooding events have a high range of impact, accounting for annual damages that exceed \$150,000. The probable hazard magnitude for Flooding is high, including some recorded injuries but no deaths, and less than a 24-hour warning time before the event. [Table 23](#) outlines the hazard rankings for each of the hazard priority criteria related to Flooding.

Table 23. Flooding Hazard Priority

Probability	Maximum Impact	Probable Hazard Magnitude:		Composite Hazard Index
		Death and Injury	Warning Time	
<b>High</b> Common events with annual probability > 1.0	<b>High</b> Annual Damages exceeded \$150,000	<b>Medium</b> Injuries but no deaths recorded	<b>High</b> Less than 24 hours	<b>High</b>

### Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations

Flood losses to properties can be caused by storm tides from hurricanes and tropical storms or from storm water flooding caused by stream/canal overflow or sheet flow. Historical flood damages from tropical storms and hurricanes include foundation and wall damage to structures, contents damage, loss of utilities, infrastructure damage to roads, and beach erosion. Damages from storm water runoff events also include wall damage due to “wicking”, mildew damage, damages to contents, minor foundation damage, damage to water distribution systems, and potable water contamination. Public costs include debris clearance; equipment, material and labor expenses related to emergency response; and building or facility damage (county parks, utilities, communications).

The NCEI Storm Events data was annualized by taking the total number of damaging flood events and dividing by the length of record. The annualized values should be utilized only as an estimate of what can be expected in a given year. Using historical records, it can be estimated that Lee County will experience at least 2.31 events every year. Damages from these events can be expected in the magnitude of \$201,000 for property and \$0 for crop damages annually.

Table 24: Annualized Damages from Flood Events

Annualized Events	Annualized Property Damage	Annualized Crop Damages
2.3	\$201,000	\$0

FEMA's RiskMAP Program endeavored to produce flood risk analyses to estimate the potential losses from flooding across the Lower 48 states. This effort occurred circa 2009/2010 and produced a product known as the 2010 AAL Study Results. The 2010 AAL Study and its associated results were intended to be a mechanism for FEMA - as well as local stakeholders - to assist in the prioritization of flood mitigation activities across the lower 48 states. Further information on the 2010 AAL Results and its use in RiskMAP Risk Assessments can be viewed in Guidance for Flood Risk Analysis and Mapping (May 2014). Notably, there were some problem areas in which the Hazus software was unable to produce valid results for the 2010 AAL Study in certain coastal areas. Lack of estimated flood damages limited the ability to assess potential damage across the entirety of the regional geography. An analysis was performed to estimate the Total Exposure in the Floodplain of the building stock in Lee County, Florida. The subsequent sections describe the methodology and vulnerability assessment as part of this analysis.

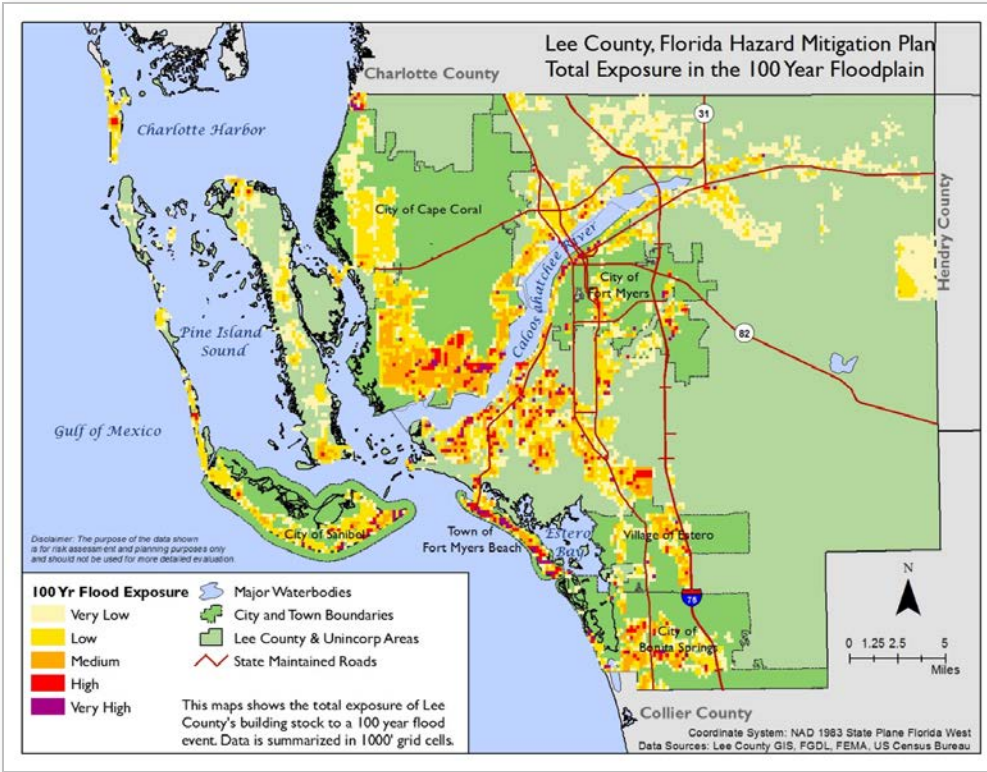
***Total Exposure in Floodplain (TEIF) Methodology:*** TEIF utilizes the 2010 Census TIGER tract level data to assume the total property value for each census tract within the county. The analysis proportionally divides that total census tract property value by the number of buildings in the tract, based on the area of each of the building footprints<sup>44</sup>. For example, if the total value of one census is \$1,000,000 and there are 10 equally sized 1,000 square foot buildings within the tract, each building would be assigned a value of \$100,000. If the buildings were not equal in size, they would receive more or less value proportionate to the size of the other buildings within that tract.

The building footprints are then intersected with the FEMA effective 100-year and 500-year floodplain data. The proportion of how much each building is within each floodplain is then used to calculate the value of the building's exposure to the floodplain. Due to the low resolution of the property values from the tract data, the high resolution of the buildings, and the assumption of total exposure within the floodplain, the exposed values are extrapolated to 1000 foot square grids. This resolution best summarizes the results of the TEIF analysis at a countywide scale, identifies areas that may be more affected by a flood, and represents the uncertainty within this method.

***TEIF Vulnerability Analysis and Assessment:*** The results of the analysis identified many areas within each jurisdiction that may be at risk to flood. The unincorporated areas of Lee County are considered most at risk, accounting for 45 percent of the total exposure in the county. The City of Cape Coral is the second most at risk jurisdiction with \$717 million worth of building stock exposed to the 100-year floodplain, or 25.6% of the total exposure in the county. Figure 6: Total Exposure in 100 Year Floodplain (TEIF)

---

<sup>44</sup> Building footprints shapefile provided by Lee County.



[Table 25](#) summarizes the results of the TEIF analysis in Lee County by jurisdiction. Note that all values have been rounded to three significant figures to represent the uncertainty carried within this method. Figure 6 and [Figure 7](#) show the TEIF results shown by 1000 foot square grids to show the greater at risk areas within the county based on 100 year and 500 year floodplains.

Figure 6: Total Exposure in 100 Year Floodplain (TEIF)

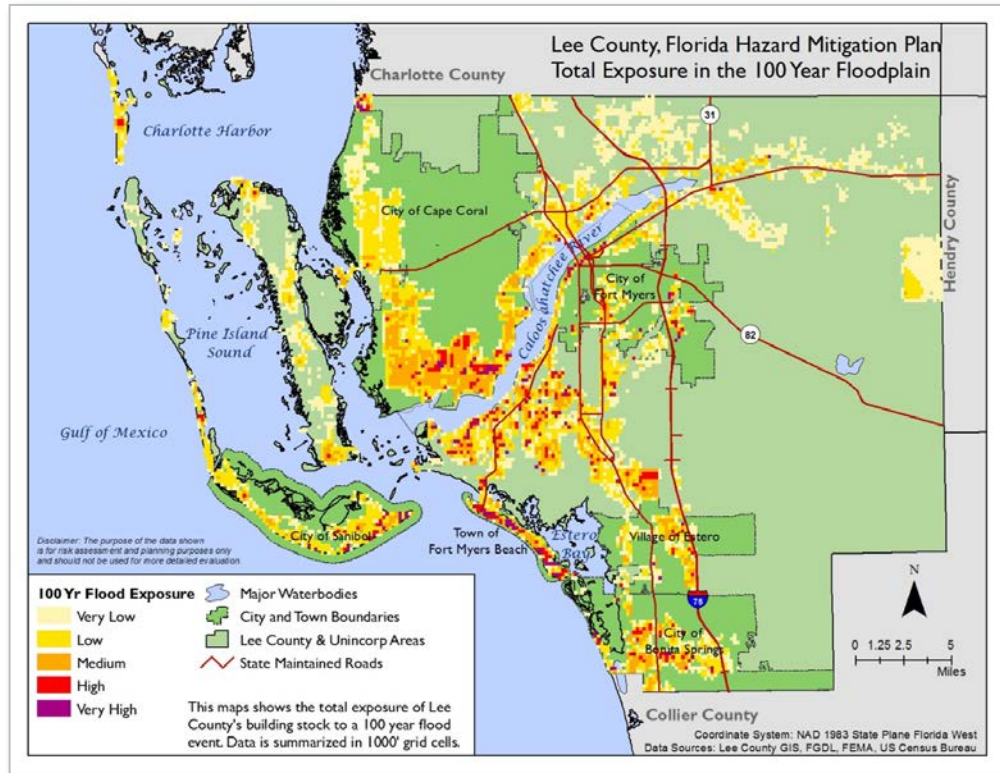


Table 25: Total Exposure in Floodplain (TEIF) 100 Year Summary by Jurisdiction

City Name	TEIF Value in Floodplain	Percent of Lee County
City of Bonita Springs	\$229,000,000	8.18%
City of Cape Coral	\$717,000,000	25.6%
City of Fort Myers	\$177,000,000	6.32%
City of Sanibel	\$167,000,000	5.97%
Town of Fort Myers Beach	\$140,000,000	5.00%
Unincorporated County	\$1,260,000,000	45.0%
Village of Estero	\$109,000,000	3.89%
<b>Total</b>	<b>\$2,799,000,000</b>	<b>100%</b>

The critical facilities shapefile was also intersected within the TEIF grid. For displaying purposes, the grid values were divided into five categories: Very Low, Low, Medium, High, and Very High. Where values were 1.5 or less standard deviations below the mean, they were classified as Very Low, between 1.5 and 0.5 below the mean were Low, between 0.5 below and 0.5 above the mean were medium, between 0.5 and 1.5 above the mean were high, and those 1.5 or above the mean were very high. [Table 26](#) summarizes the number of critical facilities within each of these risk categories. The unincorporated part of the county had the most critical facilities at risk, with 17 in the “very high” TEIF grids. The Town of Fort Myers Beach followed second with 10 critical facilities in the very high zone.

Figure 7: Total Exposure in 500 Year Floodplain (TEIF)

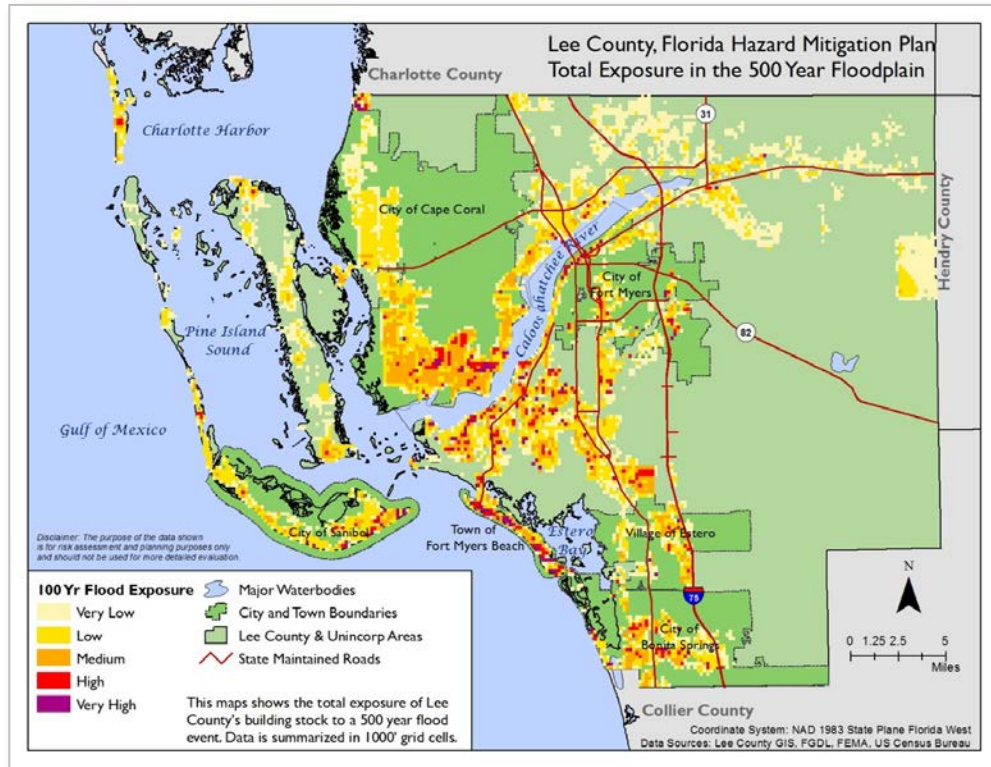


Table 26: Critical facilities in 100 Year TEIF Grids by Rank

Jurisdiction	Very High	High	Medium	Low	Very Low	Not in TEIF	Total
City of Bonita Springs	0	3	7	14	15	58	97
City of Cape Coral	8	10	17	31	18	153	237
City of Fort Myers	7	7	13	24	31	199	281
City of Sanibel	0	5	9	7	10	0	31
Town of Fort Myers Beach	10	6	5	4	0	0	25
Unincorporated County	17	15	129	55	157	379	752
Village of Estero	0	0	1	11	14	29	55
<b>Total:</b>	<b>42</b>	<b>46</b>	<b>181</b>	<b>146</b>	<b>245</b>	<b>818</b>	<b>1478</b>

Of the 1,478 total critical facilities identified in Lee County, there are 660 facilities located in the 100-year floodplain that are considered vulnerable to the effects of flooding.

See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard's vulnerability, risk, and impact to people, property, the environment, and operations.

# Freeze/Extreme Cold

## Description

A **freeze** is a condition that exists when, over a widespread area, the surface temperature of the air remains below freezing (32°F or 0°C) for a sufficient time to constitute the characteristic feature of the weather. A freeze is also a term used to describe the condition when vegetation is injured by these low air temperatures, regardless if frost is deposited. Frost is a cover of ice crystals produced by the deposition of atmospheric water directly on a surface at or below freezing.

Prolonged exposure to the freezing temperatures can cause frostbite or hypothermia and become life threatening. Infants and elderly people are most at risk. In areas, unaccustomed to winter weather, near freezing temperatures are considered **extreme cold**. During unexpected cold periods in Florida, there are often issues with propane gas supplies, and electrical and natural gas systems are pushed to their limits to meet the record demands. Also, many residents of Florida have inadequate heating systems and insulation and turn to alternatives such as space heaters and wood fires that increase the likelihood of accidental house fires.

## Location and Extent

Although somewhat rare, winter storms and freezes can immobilize an entire region. Even areas like Lee County that normally experience mild winters can be greatly affected. All parts of Lee County are considered to be equally likely to be impacted by extreme cold and freeze events.

In 1989, a cold outbreak and hard freeze affected all 67 counties in Florida. Extensive crop damage was seen including a loss of about 30% of the \$1.4 billion citrus crop. Power blackouts hit hundreds of thousands of residents at various times during the event. [Table 27](#) displays the critical temperatures at which citrus fruits, buds and blossoms begin to freeze.

Table 27: Critical fruit temperatures (Tc) for Citrus Fruit

Citrus Species	Critical Temperature (°C)
Green oranges	-1.9 to -1.4
Half ripe oranges, grapefruit and mandarins	-2.2 to -1.7
Ripe oranges, grapefruit and mandarins	-2.8 to -2.2
Button lemons	-1.4 to -0.8
Tree ripe lemons	-1.4 to -0.8
Green lemons (diameter >12 mm)	-1.9 to -1.4
Lemon buds and blossoms	-2.8

During the harsh winter of 1989-1990, 26 Floridians died of hypothermia. Because of normally mild temperatures, Florida homes often lack adequate heating and insulation and the Florida outdoor lifestyle, leads to danger for those not prepared. In addition to the actual temperature, when the wind blows, a wind chill (the temperature that it feels like) is experienced on exposed skin. When freezing temperatures, or low wind chills are expected, the National Weather Service will issue warnings or advisories. Lee County is expected to see freezes in the future similar to events that have occurred in the past.

## Previous Occurrences

From the NOAA NCEI Storm Events Database, Lee County has experienced 61 freeze type events since 1996. This includes events such as:

- Cold/Wind Chill (1)
- Dense Fog (45)
- Extreme Cold/Wind Chill (2)
- Frost/Freeze (13)

Since 1996, the NCEI records show that \$18.1 thousand of annual property damage has occurred and that \$1.57 million of annual crop losses have occurred.

In the state of Florida, there have been seven major disaster declarations as designated by FEMA that involved severe winter weather; these include:

- March 15, 1971
- January 31, 1977
- March 29, 1984
- March 18, 1985
- January 15, 1990
- March 13, 1993
- February 6, 2001

## Probability of Future Events

Extreme temperatures are often unpredictable and may be localized, which makes it difficult to assess the probability. As the population increases, the demand placed on farmers becomes higher. Due to this larger demand, we can expect to have higher financial losses in the future. Freezes may also necessitate the opening of local shelters and the mobilization of personnel and resources for the protection of homeless persons or residents of sub-standard dwellings. Lee County can expect to experience this hazard in the future.

## Vulnerability and Risk Assessment

### *Hazard Ranking*

The priority hazard ranking process for the 2017 HIRA determined extreme freezes to be a low priority hazard in Lee County. As described in the profile above, extreme freezes events within the county are frequent events with an annual probability between 0.5 and 1.0. Extreme freeze events have a low range of impact, accounting for less than \$50,000 in annual damages. The probable hazard magnitude for extreme freezes is low, including no deaths or injuries, and more than three days warning time before the event. [Table 28](#) outlines the hazard rankings for each of the hazard priority criteria related to extreme freezes.

Table 28: Extreme Freeze Hazard Priority

Probability	Maximum Impact	Probable Hazard Magnitude:		Composite Hazard Index
		Death and Injury	Warning Time	
<b>Medium</b> Frequent events with annual probability between 0.5 and 1	<b>Low</b> Annual Damages less than \$50,000	<b>Low</b> No deaths or injuries recorded	<b>Low</b> Three days or more	<b>Low</b>

***Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations***

Even small accumulations of ice can cause a significant hazard, especially on power lines and trees. An ice storm occurs when freezing rain falls and freezes immediately upon impact. Communications and power can be disrupted for days, and even small accumulations of ice may cause extreme hazards to motorists and pedestrians. Extended power outages from ice storms would require residents to look for supplemental heat sources; improper use of these sources could result in house fires. Injuries could result from slipping on ice if residents, especially elderly, were to leave their home.

Injuries and death during winter storms are usually caused from transportation accidents and hypothermia. Ice can cause disruptions in transportation lines and utilities resulting in emergency response delays. Secondary effects of winter storms include carbon monoxide poisoning and house fires from increased and improper use of alternative heating sources. Socially vulnerable populations and rural communities are especially at-risk to winter storms; these include children under five (4.7% of Lee County population) and people older than 65 (26.9% of Lee County population). Figure 8 shows the concentration of population in Lee County that is younger than 5 years old, and [Figure 9](#) shows the concentration of population that is older than 65 years of age in Lee County. Both figures provide a visual understanding of where the hot spots are of the populations most vulnerable to extreme cold in Lee County.



Figure 8: Population Younger than 5 Years of Age by Census Block in Lee County

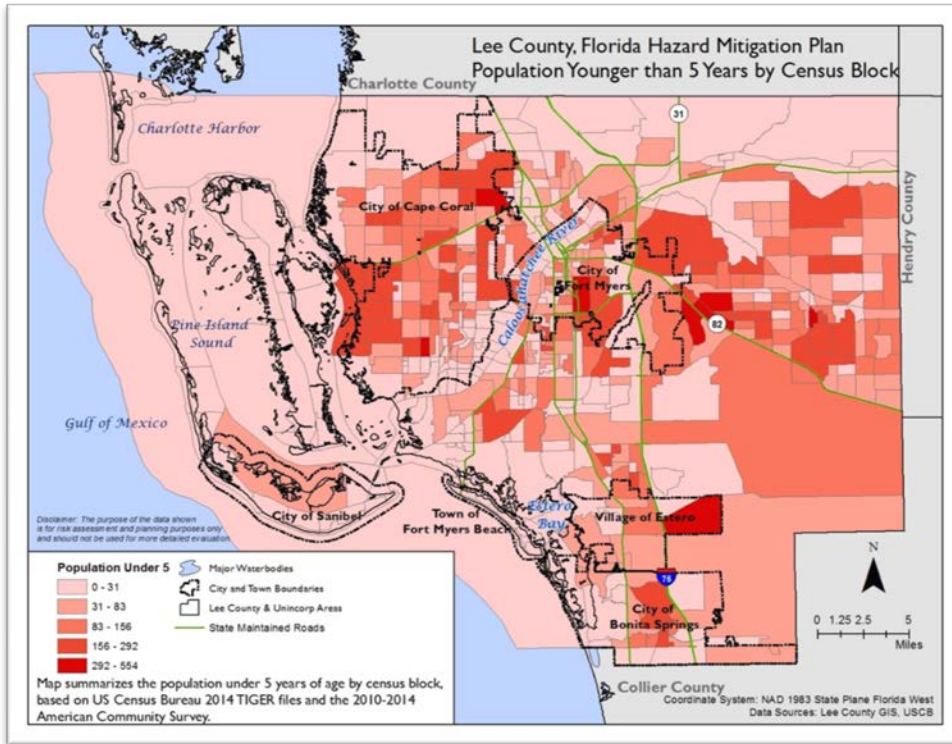
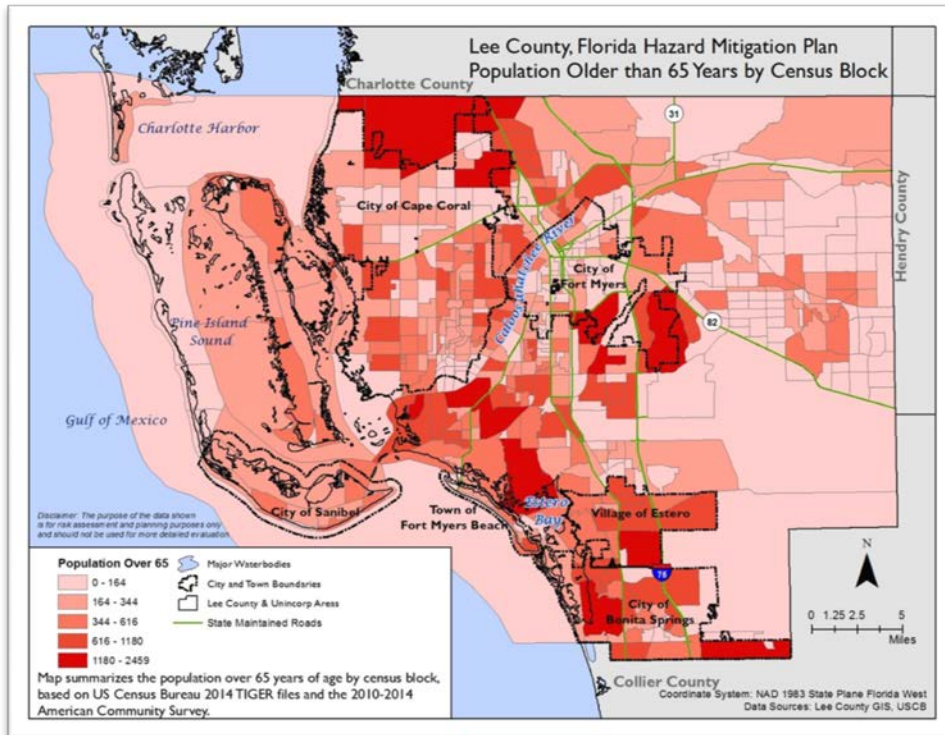


Figure 9: Population Older than 65 Years of Age by Census Block in Lee County



The NCEI Storm Events data was annualized by taking the total number of damaging freeze events and dividing by the length of record. The annualized values should only be utilized as an estimate of what can be expected in a given year. Using historical records, it can be estimated that Lee County will experience at least 0.76 events every year. Damages from these events can be expected in the magnitude of \$18,100 for property and \$1,570,000 for crop damages annually. Table 29 shows the annualized results for freeze events in Lee County.

**Table 29: Annualized Damages from Freeze Events**

Annualized Events	Annualized Property Damage	Annualized Crop Damages
0.76	\$18,100	\$1,570,000

The assets most at risk to extreme cold and freeze are the agricultural interests of Lee County. According to the 2012 Census of Agriculture, the total value of crops and livestock sold from Lee County was \$105,903,000, including \$101,469,000 of crops and \$4,434,000 of livestock. Lee County contains 844 farms on 87,125 acres. The farms vary in their total sales in 2012, as shown in [Table 30](#). About 45% of the farms sold less than \$2,500 and around 80% sold less than \$25,000.

**Table 30: USDA Census of Agriculture Farm Counts by Value of Total Sales in 2012**

Farms Value of Sales	Total Number of Farms
Less than \$2,500	378
\$2,500 to \$4,999	109
\$5,000 to \$9,999	80
\$10,000 to \$24,999	109
\$25,000 to \$49,999	60
\$50,000 to \$99,999	46
\$100,000 or more	62
<b>Total</b>	<b>844</b>

See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard's vulnerability, risk, and impact to people, property, the environment, and operations.

## Storm Surge Flooding

### Description

Storm surge causes widespread coastal flooding and is exclusively associated with tropical cyclones and is considered one of the most dangerous aspects of these kinds of storms. Storm surge occurs when the winds and forward motion associated with a storm piles water up in front as it moves toward shore. This advancing surge combines with the normal tides to create the hurricane storm tide that can increase the mean water level 20 feet or more. These wind-generated storms can cause flooding, coastal erosion, and structural damage, both in coastal areas and farther inland in worst-case scenarios.

Storm surge heights, wind speed, fetch length, pressure and associated waves are dependent upon the configuration of the continental shelf (narrow or wide) and the depth of the ocean bottom (bathymetry). These as well as other factors can impact storm surge height and wave height.

While rare, storm surge risk in certain scenarios is elevated throughout Southwest Florida as compared to other areas of Florida. Large, slow moving tropical cyclones impacting Lee County at the right angle of approach would have significant consequences.

## Location and Extent

Storm surge flooding can occur anywhere along the estimated 252 miles of shoreline in Lee County<sup>45</sup> as a result of storm surge caused by hurricanes and tropical storms. Not all storms which pass close to Lee County cause extremely high storm surges. Similarly, storms which produce extreme conditions in one area may not necessarily produce critical conditions in other areas. However, when high winds are directed onshore as a result of a hurricane or tropical storm, storm surge is produced that can inundate the coastal islands and flood the adjacent inland coastal areas. Wave action which accompanies wind-generated storms can cause flooding, erosion, and structural damage, particularly on the barrier islands.

The topography of Lee County is generally low and flat, with 35% of the developed area of the county below 10 feet NAVD.<sup>46,47</sup> A chain of islands with numerous inlets and large expanses of water forms a barrier to the mainland. These islands are particularly susceptible to tidal and storm surge flooding due to coastal storm events with storm surge. The small dunes along the beach provide very little protection from wave action<sup>48</sup>.

The Caloosahatchee River is a broad estuary and, under certain conditions, storm surge generated at its mouth can intrude upstream. The rainfall that accompanies hurricanes and tropical storms can contribute to flooding, particularly where the secondary drainage system is poorly developed. Freshwater flooding was considered in the coastal zone, but it is not as significant as flooding caused by storm surge in terms of damaging effects. [Table 31](#) highlights the impacts of storm surge hazards.

**Table 31: Storm Surge Impacts**

Extent of Hazard (Storm Surge):	Impacts
High: 4+ feet	Major Structural Flooding, loss of life, and major beach erosion
Medium: 3-4 feet	Flood damage to infrastructure
Low: 0-3 feet	Damage to sea turtle nests, minor beach erosion

## Previous Occurrences

From 1873 to 1993, Southwest Florida experienced 49 tropical cyclones of hurricane intensity. Eight of these typical cyclones were not differentiated as tropical storms or hurricanes. Therefore, some of these early storms could have been below hurricane intensity. Seventeen hurricanes passed within 50 miles of Fort Myers, averaging one every

<sup>45</sup> Lee and Hendry Discovery Report, 2014

<sup>46</sup> 2008 Countywide FIS, Lee County, FL

<sup>47</sup> Lee County GIS

<sup>48</sup> Ibid

seven years. For the 50 to 100-mile radius from Fort Myers, an additional 32 hurricanes passed by and through the region at a rate of one every two and one-half years.<sup>49</sup>

According to NOAA, NCEI Storm Events Database, 19 hurricane and tropical storm events occurred in Lee County between 1994 and 2008. As a result of these storms there were 16 deaths and 833 injuries. Property damaged totaled \$5.911 billion. Crop damage totaled \$300.5 million. Following is a brief description of recent hurricane and tropical storm events that have directly or indirectly threatened/impacted Lee County. The following is a list of historical events that have caused notable storm surge flooding in Lee County:

**June 25, 2012 Tropical Storm Debby:** In Lee County, the highest storm total rainfall reported from Tropical Storm Debby was 4.95 inches at the Cape Coral CoCoRaHS station. The county suffered \$2.3 million in damage to beaches, mostly on Captiva Island and Sanibel, while another \$300 thousand in damage to homes was recorded. The tide gauge at Fort Myers measured a peak tide of 3.98 feet MLLW on afternoon of the 25<sup>th</sup>. Subtracting the predicted astronomical tide, the highest storm surge was calculated as 3.09 feet on the afternoon of the 25<sup>th</sup>.

**August 19, 2008 Tropical Storm Fay and additional Flooding:** Tropical Storm Fay made landfall in Collier County and initially caused little damage to Lee County. During TS Fay's course, it again went over water and came back into Florida on a Westward track. Rainfall and related sheetflow flooding from TS Fay caused the evacuation of Saldivar Migrant Camp and Manna Christian Mobile Home Park in the Bonita Springs area. The Bayshore and Alva areas also experienced some flooding issues, including private roads.

**August 13, 2004 Hurricane Charley:** The storm surge associated with Hurricane Charley caused an estimated eight foot above normal tides that created a new 300 yards wide path across North Captiva. Tides were six feet above normal at Fort Myers Beach, and four feet at both Horseshoe Key and Port Boca Grande. In contrast, Charlotte Harbor experienced tides four feet below normal.

**July 23, 2001 Coastal Flooding:** A slow moving and persistent low pressure system, west of the mouth of Tampa Bay, produced coastal flooding, very heavy rain, and sustained winds of 20 to 30 mph with occasional higher gusts of up to 50 mph, from Tampa south to Fort Myers, along the West coast of Florida. Storm tide values ranged from 2.7 feet above mean sea level (MSL) along the coast in Lee County, 3 to 4 feet above MSL in Manatee, Sarasota, Pinellas, and southern Pasco counties, to 4.4 feet above MSL in along the Hillsborough County side of Tampa Bay.

## Probability of Future Events

Based on historical data from the NCEI, the probability of a land-falling hurricane in Lee County for a given year is one every two to three years. For tropical storms, the probability is one occurrence every one to two years. This does not mean that it is not possible for hurricanes and tropical storms to appear more frequently in Lee County. For instance, Lee County encountered three hurricanes in 2004 and two in 2005.

## Vulnerability and Risk Assessment

### Hazard Ranking

---

<sup>49</sup> Hurricane Evacuation Study, Southwest Florida Regional Planning Council, [http://www.swfrc.org/content/Emergency\\_Mgmt/Hurricanes.pdf](http://www.swfrc.org/content/Emergency_Mgmt/Hurricanes.pdf)

The priority hazard ranking process for the 2017 HIRA determined storm surge flooding to be a medium priority hazard in Lee County. As described in the profile above, Storm surge flooding events within the county are infrequent events with an annual probability of less than 0.5. Storm surge flooding events have a high range of impact, accounting for annual damages that exceed \$150,000. The probable hazard magnitude for Storm surge flooding is medium, including no recorded deaths or injuries, and a one- to two-day warning time before the event. Table 32 outlines the hazard rankings for each of the hazard priority criteria related to Storm surge flooding.

Table 32: Storm Surge Hazard Priority

Probability	Maximum Impact	Probable Hazard Magnitude		Composite Hazard Index
		Death and Injury	Warning Time	
Low Infrequent events with annual probability < 0.5	High Annual Damages exceeded \$150,000	Low No deaths or injuries recorded	Medium 1 - 2 days	Medium

### ***Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations***

Areas near the coast are more likely to experience storm surge flooding from storm surge associated with tropical cyclones. Non-elevated structures built prior to the 1980s when National Flood Insurance Program (NFIP) building standards were adopted are especially vulnerable to damage.

The storm surge flooding events extracted from the NCEI Storm Events Database were annualized by taking the total number of damaging storm surge flooding events and dividing by the length of record. The annualized values should be utilized only as an estimate of what can be expected in a given year. Using historical records, it can be estimated that Lee County will experience at least 0.31 events every year. Damages from these events can be expected in the magnitude of \$184,000 for property and \$0 for crop damages annually. [Table 33](#) shows the annualized results for storm surge flooding events in Lee County.

Table 33: Annualized Damages from Storm surge flooding Events.

Annualized Events	Annualized Property Damage	Annualized Crop Damages
0.31	\$184,000	\$0

[Table 34](#) summarizes the number of buildings that will be impacted by storm surge associated with tropical storms and hurricanes of increasing magnitude. These building counts were derived by intersecting the building footprint layer provided by Lee County with the Florida SLOSH data. In [Table 34](#), Categories 1 through 5 correlate to the Saffir-Simpson Hurricane Wind Scale that rates hurricanes based on the storm's sustained wind speed. A Category 5 storm has the highest sustained winds and is considered the most dangerous.<sup>50</sup> The storm surge data was developed by the National Weather Service (NWS) using the Sea, Lake and Overland Surges from Hurricanes (SLOSH) model, a computerized numerical model. The SLOSH model estimates storm surge heights resulting from historical, hypothetical, or predicted hurricanes by considering the atmospheric pressure, size, forward speed, and track data. These parameters are used to create a model of the wind field which drives the storm surge.<sup>51</sup> [Figure 10](#) displays the areas of Lee County that might be inundated by storm surge from hurricanes of different magnitudes.

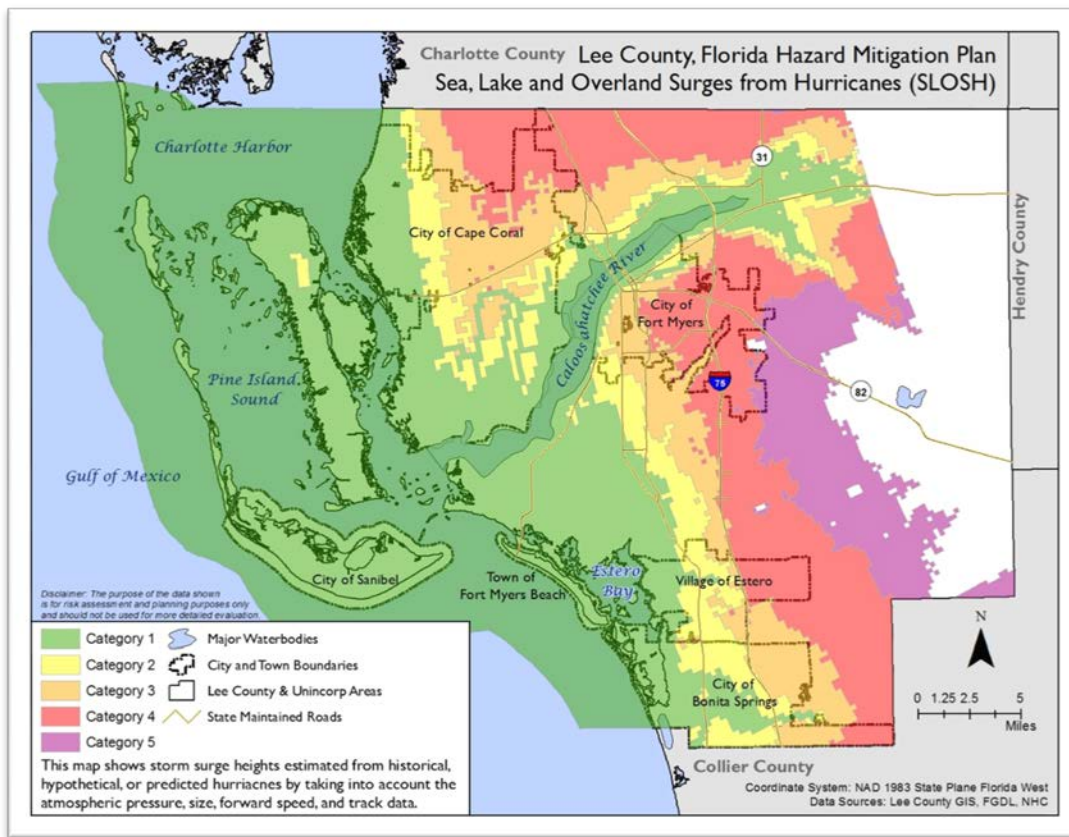
<sup>50</sup>"Saffir-Simpson Hurricane Wind Scale" <http://www.nhc.noaa.gov/aboutsshws.php>

<sup>51</sup> "Sea, Lake, and Overland Surges from Hurricanes (SLOSH)" <http://www.nhc.noaa.gov/surge/slosh.php>

Table 34: Storm Surge Impact by Modeled SLOSH Hurricane Category

	Tropical Storm	Category 1	Category 2	Category 3	Category 4	Category 5	Total in Jurisdiction
City of Bonita Springs	6,687	10,486	17,282	20,548	22,276	22,276	22,276
City of Cape Coral	27,011	37,048	55,200	69,831	73,639	73,639	73,639
City of Fort Myers	1,570	2,337	6,463	13,583	24,293	25,088	25,096
City of Sanibel	4,767	4,767	4,767	4,767	4,767	4,767	4,767
Town of Fort Myers Beach	3,296	3,296	3,296	3,296	3,296	3,296	3,296
Unincorporated	40,447	48,589	68,149	84,974	97,588	110,685	122,771
Village of Estero	843	2,347	9,344	11,566	15,991	15,991	15,991

Figure 10: Storm Surge Inundation Zones by Hurricane Category



See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard's vulnerability, risk, and impact to people, property, the environment, and operations.

# Sustained Wind (Tropical Cyclones)

## Description

In general terms, a hurricane is a type of tropical cyclone. A tropical *cyclone* is any closed circulation developing around a low-pressure center in which the wind rotates counterclockwise in the Northern Hemisphere (or clockwise in the Southern Hemisphere) and whose diameter averages 10 to 30 miles across. A tropical cyclone refers to any such circulation that develops over tropical waters. Tropical cyclones act as a “safety-valve” that limits the build-up of heat and energy in tropical regions by maintaining the atmospheric heat and moisture balance between the tropics and the pole ward latitudes.<sup>52</sup>

As a tropical cyclone develops over warm water, pressure drops (measured in millibars or inches of Mercury) in the center of the storm. As the pressure drops, the system becomes better organized and the winds begin to rotate around the low pressure, pulling in the warm and moist ocean air. It is this cycle that causes the wind (and rain) associated with a tropical cyclone. If all of the conditions are right (warm ocean water and favorable high altitude winds), the system could build to a point where it has winds in excess of 155 miles per hour and could become catastrophic if it makes landfall in populated areas.

The Saffir-Simpson Hurricane Wind Scale, the standard describing an event’s disaster potential, uses wind speed, central pressure, and damage potential to create storm classifications. The Scale consists of 1 to 5 categorizations based on the hurricane’s intensity at the indicated time and provides examples of the type of damage and impacts in the United States associated with winds of the indicated intensity. In general, damage rises by about a factor of four for every category increase.

[Table 35](#) shows the Saffir-Simpson Hurricane Wind Scale that is used to classify tropical storms and hurricanes based on the potential wind damage.

Table 35: Saffir-Simpson Hurricane Wind Scale and Typical Damages

Category	Sustained Wind Speeds (mph)	Pressure (mb)	Typical Damage
Tropical Depression	<39	--	
Tropical Storm	39-73	--	
Hurricane 1	74-95	> 980	<i>Minimal</i> – Damage primarily to shrubbery and trees, unanchored manufactured homes damaged, some signs damaged, no real damage to structures on permanent foundations.
Hurricane 2	96-110	965-980	<i>Moderate</i> – Some trees toppled, some roof coverings damaged, major damage to manufactured homes.
Hurricane 3	111-130	945-965	<i>Extensive Damage</i> – Large trees toppled, some structural damage to roofs, manufactured homes destroyed, structural damage to small homes and utility buildings.

<sup>52</sup> 2013 State of Florida Hazard Mitigation Plan

Category	Sustained Wind Speeds (mph)	Pressure (mb)	Typical Damage
Hurricane 4	131-155	920-945	<i>Extreme Damage</i> – Extensive damage to roofs, windows, and doors; roof systems on small buildings completely fail; some curtain walls fail.
Hurricane 5	> 155	< 920	<i>Catastrophic Damage</i> – Roof damage considerable and widespread, window and door damage severe, extensive glass failures, some buildings fail completely.

The hurricane season is defined as June 1 through November 30. The earliest hurricane to strike the United States during this date range was Alma which struck northwest Florida on June 9, 1966, while the latest hurricane to strike the U. S. during a hurricane season was late on November 30, 1925 near Tampa, Florida.<sup>53</sup>

Other hydro-meteorological hazards associated with hurricanes include the following: storm surge flooding; windstorms due to extremely strong winds; riverine flooding caused by heavy rains; and, tornadoes. These hazards are not exclusively associated with tropical cyclones and therefore will not be described in this hazard profile. For more information, refer to the section for each hazard.

## Location and Extent

The entire state of Florida is at risk of the damaging effects of hurricane and tropical storm wind damage. The average diameter of hurricane force winds is 100 miles, with tropical storm force winds extending out 300 – 400 miles. Since there is no point in Florida wider than 70 miles from the Gulf of Mexico to the Atlantic Ocean, damaging hurricane winds can be felt throughout the state.

As a coastal county, Lee County is especially vulnerable to hurricane force winds when hurricanes make landfall on the Gulf side of the state. Land that is near the coastline is more vulnerable to the high winds associated with tropical cyclones but all buildings within the county are susceptible to wind damage from tropical cyclones.

[Figure 11](#): Ultimate Design Wind Speeds – Risk Category I Buildings

<sup>53</sup> Sumter County website.



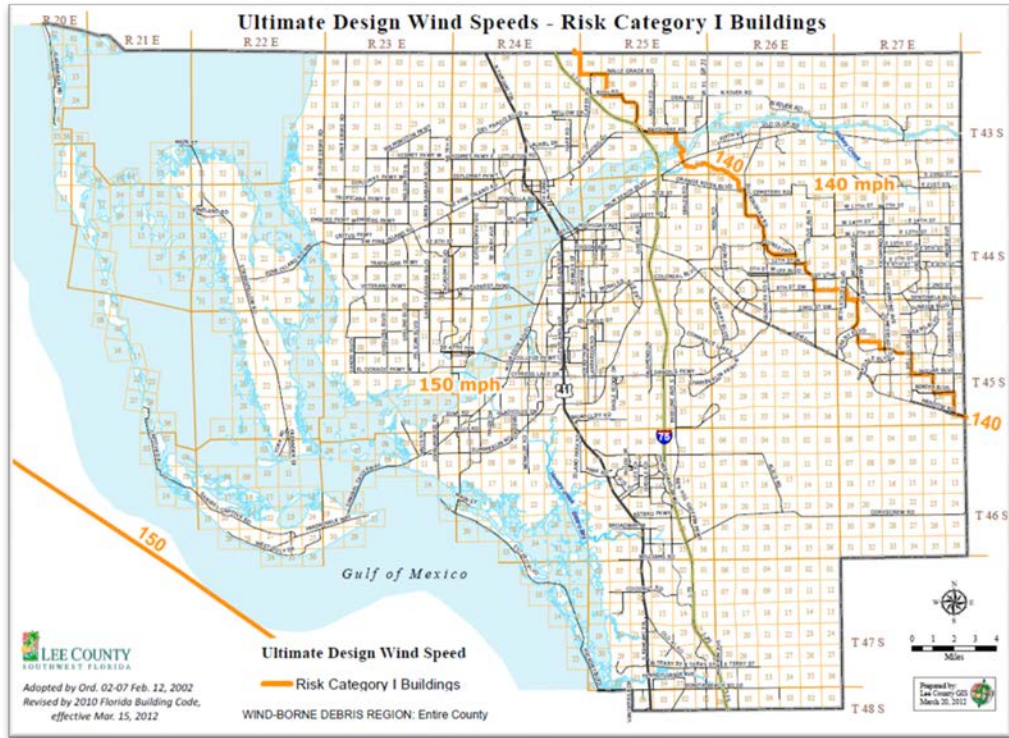
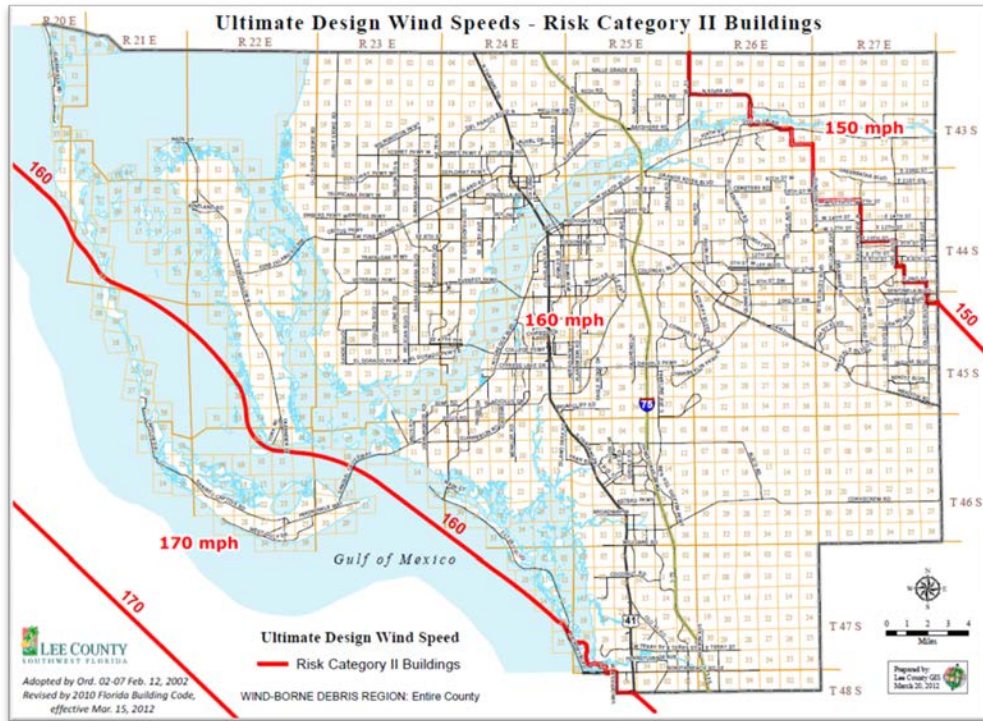


Figure 12: Ultimate Design Wind Speeds - Risk Category II Buildings



, [Figure 12](#), and [Figure 11](#) depict the geographical boundaries of the wind speed zones and the wind-borne debris regions in Lee County for Risk Categories I, II, III and IV buildings. Risk Categories in building codes are assigned to reflect the current understanding of risk to human life, health and welfare associated with damage or failure of a facility by nature of its occupancy or use. Therefore, Risk Category IV includes buildings at highest risk, if severely damaged, to reducing availability of essential community services necessary to respond to an emergency, i.e. a critical facility<sup>54</sup>.

---

<sup>54</sup> [https://www.fema.gov/media-library-data/1385591327349-677ba8c4e88360b7436338fb87221af2/Sandy\\_MAT\\_Appl\\_508post.pdf](https://www.fema.gov/media-library-data/1385591327349-677ba8c4e88360b7436338fb87221af2/Sandy_MAT_Appl_508post.pdf)

Figure 11: Ultimate Design Wind Speeds – Risk Category I Buildings

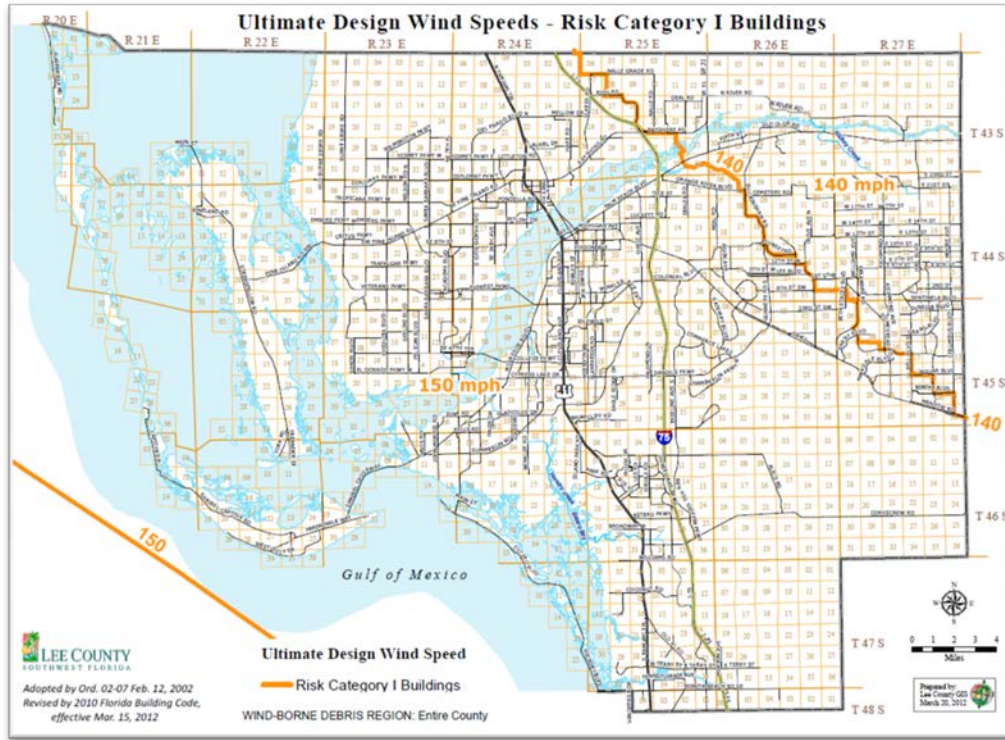


Figure 12: Ultimate Design Wind Speeds - Risk Category II Buildings

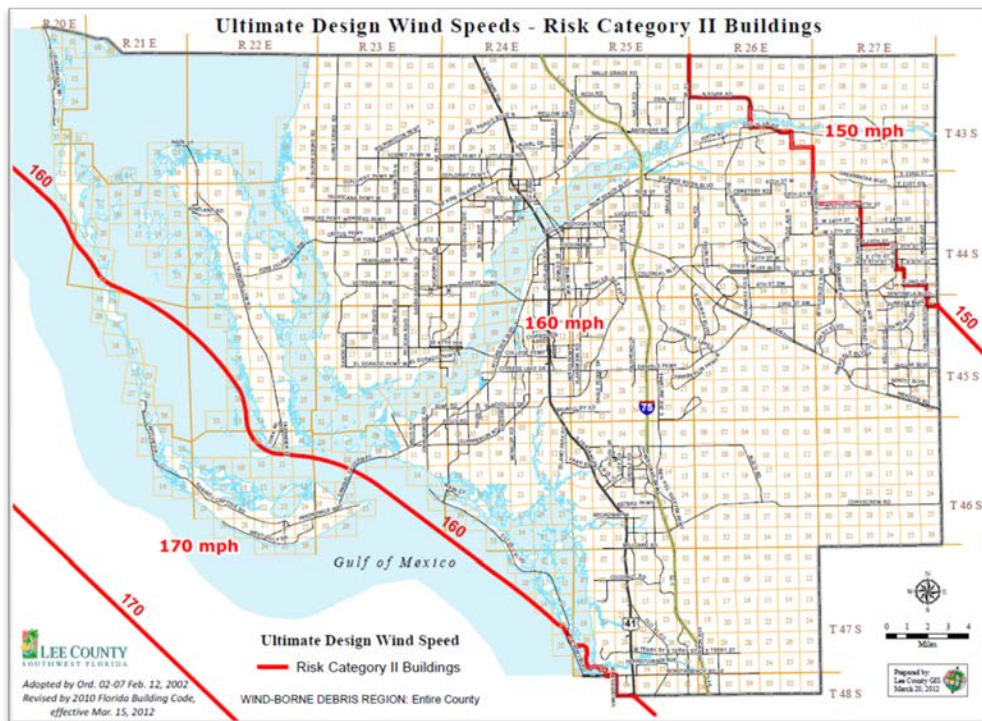
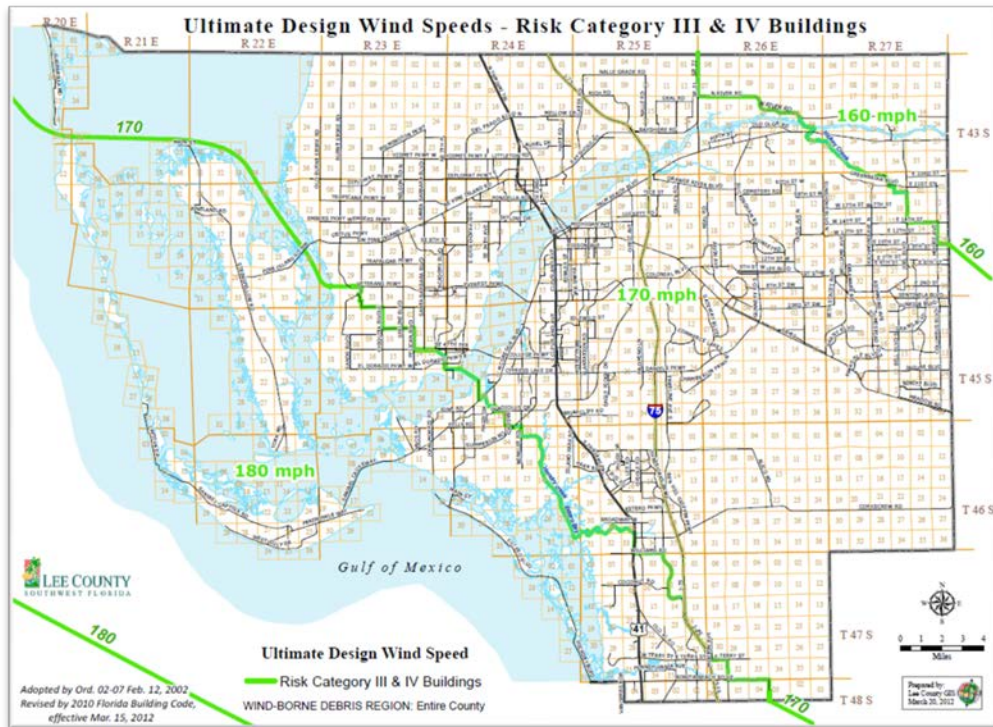


Figure 13: Ultimate Design Wind Speeds - Risk Category III & IV Buildings



## Previous Occurrences

From 1873 to 1993, Southwest Florida experienced forty-nine tropical cyclones of hurricane intensity. Eight of these typical cyclones were not differentiated as tropical storms or hurricanes. Therefore, some of these early storms could have been below hurricane intensity. Seventeen hurricanes passed within fifty miles of Fort Myers, averaging one every seven years. For the fifty-to-one-hundred-mile radius from Fort Myers, an additional thirty-two hurricanes passed by and through the Region at a rate of one every two and one-half years.<sup>55</sup>

According to the NOAA NCEI Storm Events Database, 19 hurricane and tropical storm events occurred in Lee County between 1994 and 2008. There were 16 deaths and 833 injuries reported as a result of these storms. Property damages totaled \$5.911 billion and crop damages totaled \$300.5 million. Hurricane Matthew threatened Lee County in 2016 and was the last storm to impact the area. The following is a brief description of recent hurricane and tropical storm events that have directly or indirectly threatened and/or impacted Lee County.

**June 26, 2012 Tropical Storm Debby:** Tropical Storm Debby made landfall in the big bend area of Florida in June of 2012. While landfall was north of Lee County, strong on-shore winds, some flooding along coastal roads and low-lying areas and beach erosion did occur.

<sup>55</sup>Southwest Florida Regional Hurricane Evacuation Studies Program (2010): [http://www.swfrcp.org/content/Emergency\\_Mgmt/Hurricanes.pdf](http://www.swfrcp.org/content/Emergency_Mgmt/Hurricanes.pdf)

**August 19, 2008 Tropical Storm Fay:** Tropical Storm Fay made landfall in Collier County and initially caused little damage to Lee County. During TS Fay's course, it again went over water and came back into Florida on a Westward track. The ensuing rain bands from TS Fay caused the evacuation of Saldivar Migrant Camp and Manna Christian Mobile Home Park in the Bonita Springs area. The Bayshore and Alva areas also experienced some flooding issues, including private roads.

**October 24, 2005 Hurricane Wilma:** Hurricane Wilma made landfall near Cape Romano in Collier County around daybreak on October 24th as a Category 3 hurricane with a 60-mile-wide eye wall. The storm produced widespread heavy rains of 4 to 8 inches across the area but unseasonably dry conditions prior to Wilma limited flooding. Storm surge was not a problem in the Fort Myers area as winds were offshore. In Lee County...The north part of Hurricane Wilma's eye wall passed along the Lee/Collier county border. Southern Lee County received widespread minor to isolated moderate damage. A peak wind gust of 87 MPH was reported at the C-MAN station at Big Carlos Pass at 654 AM EDT. The Southwest Florida International Airport recorded a peak recorded a peak wind from the north of 79 MPH at 828 AM EDT and Page Field recorded a peak wind of 76 MPH at 812 AM EDT. Damages to private property were initially estimated at \$108.4 million in structure damage. Of this, \$69.7 million was attributed to flooding. Final total structures affected to date are 959. Homeowner insurance claims totaled 23,639 with \$182,709,253 being paid out. To date, 47 flood claims have been paid totaling \$945,168. The debris totaled about 200,000 cubic yards, or about 1/10 of the debris left by Hurricane Charley in 2004. Power was out to about 208,000 customers at the peak of the storm.

**July 19, 2005 Hurricane Dennis:** A bubble of storm surge from Hurricane Dennis moved north along the west Florida Gulf Coast during the day. The surge peaked at Fort Myers around 3:30 AM EDT. Lee County: Fort Myers - Storm Surge 3.08 feet at 3:36 AM EDT, Storm Tide 3.20 feet at Four to six inches of rain fell near Punta Gorda and Fort Myers. In Lee County, maximum winds were estimated at 40 MPH with gusts to 50 MPH along Sanibel Island. No significant damage was reported.

**September 26, 2004 Hurricane Jeanne:** Hurricane Jeanne followed the nearly the same path across Florida as Hurricane Frances three weeks earlier. In Lee County, the Big Carlos Pass observation recorded a gust to 49 knots (56 MPH) from the west southwest at 7:42 AM EST on 09/26/2004.

**September 5, 2004 Hurricane Frances:** Hurricane Frances made landfall just after midnight on September 5th near Vero Beach as a Category 2 storm. In Lee County, the observation at Big Carlos Pass recorded a gust to 51 knots (59 MPH) from the west at 12:18 AM EST on 09/05/2004. One direct death was reported when an elderly man was blown over by a wind gust while walking his dog 10 feet outside of his home. He hit his head on the sidewalk and died from blunt force trauma. Fourteen homes were destroyed by the wind.

**August 13, 2004 Hurricane Charley:** Hurricane Charley made landfall just north of Captiva with sustained winds estimated at 145 mph. The center of Charley crossed the barrier islands of Cayo Costa and Gasparilla Island at 345 PM EDT. The storm produced an eight to nine-foot storm surge in Lee County: The storm surge created a new pass 300 yards wide across North Captiva Island. The storm surge was estimated at 4 to 6 feet at Fort Myers Beach, Horseshoe Key, and Port Boca Grande. A personal weather station in Fort Myers recorded a wind gust of 95 mph. The total number of structures affected was 18,160. Homeowner insurance claims totaled 77,582 with \$911,784,880 paid out. To date, 2,274 flood claims have been paid totaling \$44,432,069. Seven deaths were attributed to this storm in Lee County.

**September 14, 2001 Tropical Storm Gabrielle:** Tropical Storm Gabrielle began to affect the Southwest Florida coast during the pre-dawn hours of September 14th with sustained winds of 40 to 50 mph along the coasts of Lee and other counties. Total damage across the 15 county-area of Southwest and West Central Florida from Gabrielle was estimated to be nearly 17 million dollars. In Lee County, tropical storm wind gusts of 45 to 55 mph and flooding caused up to 5.7 million dollars in damage. Most of the wind damage was caused to roof shingles, carports, and lanais, mainly in the Cape Coral area. Flooding caused major damage to nearly 100 homes and another 500 incurred minor flood damage, mainly due to storm tides of three to four feet along coastal areas from Ft. Myers Beach to Sanibel, Captiva, and Pine Islands from sunrise through 1 pm. At least four, separate and distinct, narrow sporadic tornadoes occurred with the outer spiral bands on the east side of Gabrielle. All tornadoes observed produced minor damage, were determined to be EF0 category, and occurred over rural portions of Lee, Charlotte, DeSoto, and Manatee Counties between 3:00 and 6:00 a.m.

**August 2, 2001 Tropical Storm Barry:** Barry formed in the Gulf of Mexico, adjacent to the Lee County shoreline on August 2, 2001. The storm brought heavy rains to much of Florida, as it moved into the Florida panhandle on August 6, 2001. The storm may have reached Category 1 hurricane status while over the Gulf of Mexico, but was a tropical storm as it struck the Pensacola area. After the 6th, the storm was downgraded to a tropical depression. By the evening of August 8, 2001, the storm had dissipated.

## Probability of Future Events

Figure 14 shows the probability of a Category 2 hurricane in Florida, with the extents for the 20, 50, 100 and 300-year return periods.<sup>56</sup> The majority of Lee County is located within the 20-year return period or 20% annual occurrence, with the northern tip within the 50-year return period. From [Figure 15](#), the western half of Lee County is within the 500-year return period for a Category 5 hurricane.<sup>57</sup> Based on historic data from the NCEI Storm Events Database, the probability of a land falling hurricane in Lee County for a given year is 1 every 2-3 years. For tropical storms, the probability is 1 every 1-2 years. This does not mean that it is not possible for hurricanes and tropical storms to appear more frequently in Lee County. For instance, Lee County encountered 3 hurricanes in 2004 and 2 in 2005.

---

<sup>56</sup> 2013 State of Florida Enhanced Hazard Mitigation Plan

<sup>57</sup> Ibid.

Figure 14: Hurricane Category 2 Winds: Probability of Occurrence by Return Period

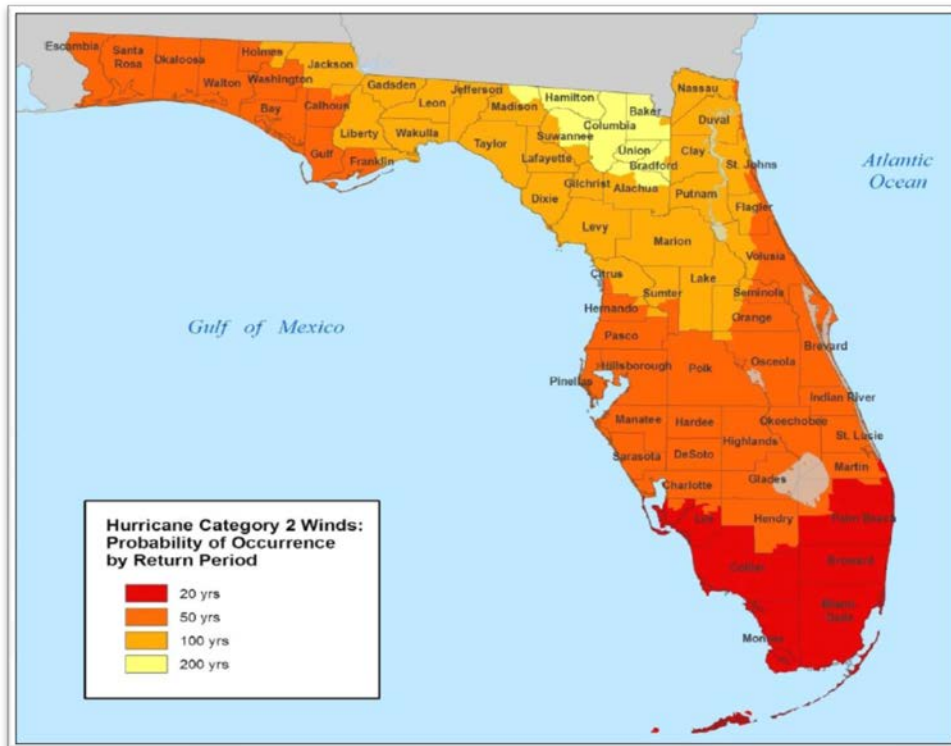
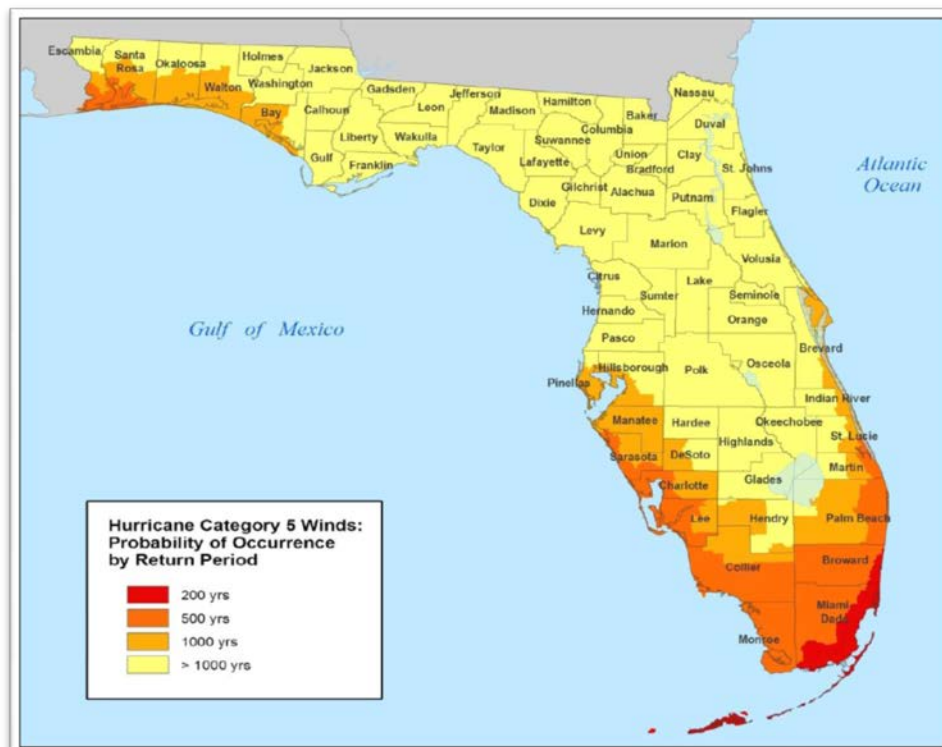


Figure 15: Hurricane Category 5 Winds: Probability of Occurrence by Return Period



# Vulnerability and Risk Assessment

## Hazard Ranking

The priority hazard ranking process for the 2017 HIRA determined hurricane wind damage to be a high priority hazard in Lee County. As described in the profile above, hurricane wind damage events within the county are frequent events with annual probability between 0.5 and 1. Hurricane wind damage events have a high range of impact, accounting for more than \$150,000 in annual damages. The probable hazard magnitude for hurricane wind damage is high, including deaths and injuries reported, and one to two days of warning time before an event. Table 36 outlines the hazard rankings for each of the hazard priority criteria related to hurricane wind damage.

Table 36: Hurricane Wind Damage Hazard Priority

Probability	Maximum Impact	Probable Hazard Magnitude		Composite Hazard Index
		Death and Injury	Warning Time	
<b>Medium</b> Frequent events with annual probability between 0.5 and 1	<b>High</b> Annual Damages exceeded \$150,000	<b>High</b> Deaths and injuries reported	<b>Medium</b> 1 - 2 days	<b>High</b>

## Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations

Hurricane force winds can easily destroy poorly constructed buildings and mobile homes. Debris such as signs, roofing material, and small items left outside become flying missiles in hurricanes. Extensive damage to trees, towers, water and underground utility lines (from uprooted trees), and fallen poles cause considerable disruption.<sup>58</sup>

High-rise buildings are also vulnerable to hurricane force winds, particularly at the higher levels since wind speed tends to increase with height. Recent research suggests you should stay below the tenth floor but still above any floors at risk for flooding. It is not uncommon for high-rise buildings to suffer a great deal of damage due to windows being blown out. Consequently, the areas around these buildings can be very dangerous.<sup>59</sup>

The NCEI Storm Events data was annualized by taking the total number of damaging hurricane events and dividing by the length of record. The annualized values should only be utilized as an estimate of what can be expected in a given year. Using historical records, it can be estimated that Lee County will experience at least 0.71 events every year. Damages from these events can be expected in the magnitude of \$127,000,000 for property and \$602,000 for crop damages annually. [Table 37](#) shows the annualized results for hurricane wind events in Lee County.

Table 37. Annualized Damages from Hurricane Wind Events

Annualized Events	Annualized Property Damage	Annualized Crop Damages
0.71	\$127,000,000	\$602,000

See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard's vulnerability, risk, and impact to people, property, the environment, and operations.

<sup>58</sup> Florida Statewide Regional Evacuation Study Program

[http://www.swfrpc.org/content/Emergency\\_Mgmt/SRESPV1\\_C2\\_Hazards\\_Analysis.pdf](http://www.swfrpc.org/content/Emergency_Mgmt/SRESPV1_C2_Hazards_Analysis.pdf)

<sup>59</sup> Ibid.



# Thunderstorm Winds/Lightning/Hail

## Description

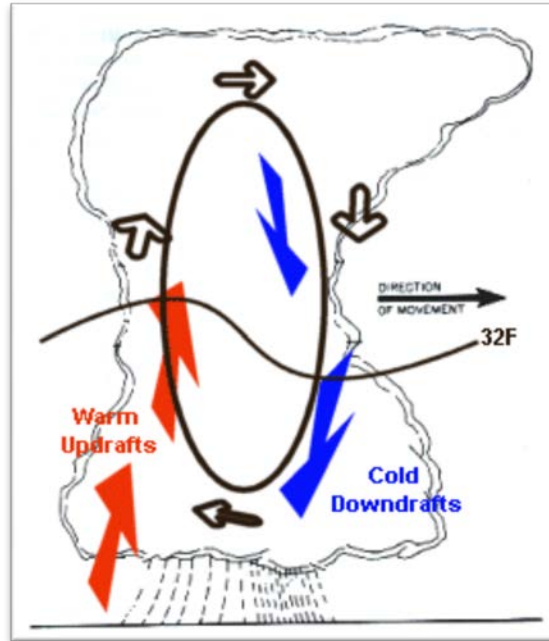
Thunderstorms are the result of warm, moist air that is pushed upwards into the atmosphere where it cools and forms into cumulonimbus clouds. As the air continues to cool, it starts to form water droplets or ice. As these droplets or ice start to fall, they may collide and combine many times into larger forms before reaching the Earth's surface. Also, these more severe storms are associated with the presence of strong winds, thunder, and lightning. It is also possible to experience these storms with no precipitation which can cause wildfires to occur. Thunderstorms can form in any geographic region, and are sometimes the cause of other natural phenomena such as downburst winds, heavy rain, flash floods, large hailstones, tornadoes, and waterspouts.

A severe thunderstorm includes damaging winds greater than 58 mph (50 knots) or greater and hail 1 inch or larger in diameter. High winds have been further broken down into three categories by the NWS Storm Events database:

- **High Wind:** Sustained non-convective winds of 35 knots (40 mph) or greater lasting for 1 hour or longer or winds (sustained or gusts) of 50 knots (58 mph) for any duration (or otherwise locally/regionally defined), on a widespread or localized basis. In some mountainous areas, the above numerical values are 43 knots (50 mph) and 65 knots (75 mph), respectively.
- **Strong Wind:** Non-convective winds gusting less than 50 knots (58 mph), or sustained winds less than 35 knots (40 mph) resulting in a fatality, injury, or damage.
- **Thunderstorm Wind:** Winds, arising from convection (occurring within 30 minutes of lightning being observed or detected), with speeds of at least 50 knots (58 mph), or winds of any speed (non-severe thunderstorm winds below 50 knots) producing a fatality, injury, or damage. Events with maximum sustained winds or wind gusts less than 50 knots (58 mph) should be entered as a Storm Data event only if they result in fatalities, injuries, or serious property damage.

Hail is precipitation in the form of ice that occurs in thunderstorms between currents of rising air (updrafts) and currents of descending air (downdrafts) as shown in Figure 16. These events typically occur in late spring and early summer. One criteria for severe thunderstorms, as defined by the NWS, is hail that is 1 inch in diameter (quarter-size) or larger. [Figure 16](#) is a diagram that shows how hail is formed in the atmosphere.

Figure 16: Formation of Hail (Source: NOAA)



Lightning is generated by the buildup of charged ions in a thundercloud. When this buildup intersects with the best conducting object or surface on the ground, the result is a discharge of a lightning bolt. A bolt of lightning can reach temperatures approaching 50,000 degrees Fahrenheit. Lightning rapidly heats the sky as it flashes, but the surrounding air cools following the bolt. This rapid heating and cooling of the surrounding air causes thunder.

## Location and Extent

All of Lee County could potentially be impacted by a thunderstorm event that causes high wind, lightning, and hail. All structures and assets in Lee County should be considered vulnerable to these hazards.

Using the NWS definition for a severe thunderstorm, dime-sized hail is considered a minimum hazard and quarter-sized hail is considered a major hazard. Quarter-sized hail can cause significant damage to agricultural crops and livestock, as well as property such as automobiles, aircraft, and roofs. Damage to shingled roofs may go undetected until leaks and cracks start forming. Damage to metal roofs is more noticeable due to dents and damages to exterior finishes. Automobiles may be dented or have their windshields and windows shattered. Although rare, large hailstones may even cause injury or death. The amount of cover obtained during a hail storm can greatly reduce the risk to human health during these events.

While there is no established index for lightning, a lightning strike is considered to be of minimum severity when it has limited impacts on infrastructure (ex. tree limbs) and major severity when it causes extensive damage (ex. Loss of life, fire, structural damage). The potential damages resulting from lightning strikes are primarily loss of life, business interruption, fire and minor structural damage. A false sense of security often leads people to believe that they are safe from a lightning strike because it may not appear to be near their location. However, lightning can strike 10 miles away from a rain column, which puts people that are still in clear weather at risk.

Using the NWS high wind categories listed above, sustained non-convective winds of 40 mph or greater lasting for 1 hour or longer or winds (sustained or gusts) of 58 mph for any duration, on a widespread or localized basis are considered a minimum severity event. A major severity event would be wind events of greater than 58 mph or wind events resulting in death, injury or significant damage.

Based on past history and previous occurrences, all areas of Lee County are equally at risk to this hazard and will continue to be at risk in the future.

## Previous Occurrences

As shown in [Table 1](#), there have been 2 federal disaster declarations related to severe storms in Lee County. There have been 209 reports of thunderstorms since 1950, when the National Weather Service began keeping track of these occurrences. Damages recorded for these events include \$564 thousand dollars of annual total damages; not all damages or events are captured in the National Weather Service data so this is likely a conservative dollar figure than actual damages.

There have been 209 thunderstorm wind events, 51 Lightning strikes and 111 Hail events recorded in Lee County according to the NCEI Storm Events Database. The likelihood and potential severity of thunderstorm/lightning/hail events can be assessed by reviewing the number and severity of thunderstorm events that have occurred in Lee County's history. Of the 209 thunderstorm wind events, 109 did not have a recorded magnitude within the NCEI database. Of the remaining 100 recorded events, the recorded wind speeds varied from 35 to 70 miles per hour (mph). [Table 38](#) shows the distribution of events by recorded wind speed, where the maximum wind speeds for an average Thunderstorm are in the range of 50 to 55 mph.

Table 38: Frequency of Thunderstorm Wind Events

Wind Speed (mph)	Number of Events
Not Recorded	109
35-40	7
40-45	12
45-50	24
50-55	28
55-60	17
60-65	7
65-75	5
<b>Total Events:</b>	<b>209</b>

## Probability of Future Events

The probability of future occurrences of thunderstorms within Lee County is high. It is extremely difficult to determine probability of future occurrence in a specific area with any degree of accuracy. All areas within Lee County are equally at risk to thunderstorms. Based on past occurrences, Lee County has a high probability of future occurrence with an average occurrence of 6.2 events per year.

# Vulnerability and Risk Assessment

## Hazard Ranking

The priority hazard ranking process for the 2017 HIRA determined thunderstorms to be a high priority hazard in Lee County. As described in the profile above, thunderstorm events within the county are frequent events with an annual probability of greater than 1.0. Thunderstorm events have a high range of impact, accounting for annual damages in excess of \$150,000. The probable hazard magnitude for Thunderstorms ranges medium to high, with multiple deaths and injuries reported, and one to two days of warning time before an event. Table 39 outlines the hazard rankings for each of the hazard priority criteria related to thunderstorms.

Table 39: Thunderstorms Hazard Priority

Probability	Maximum Impact	Probable Hazard Magnitude:		Composite Hazard Index
		Death and Injury	Warning Time	
High Common events with annual probability > 1.0	High Annual Damages exceeded \$150,000	High Deaths and Injuries reported	Medium 1 - 2 days	High

## Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations

The impact of thunderstorms (including lightning and hail) can be measured in financial terms, as well as fatalities and injuries. The NCEI Storm Events data was annualized by taking the total number of damaging thunderstorm events and dividing by the length of record. The annualized values should only be utilized as an estimate of what can be expected in a given year. Using historical records, it can be estimated that Lee County will experience at least 6.2 events every year. Damages from these events can be expected in the magnitude of \$564,000 for property and \$52 for crop damages annually. [Table 40](#) shows the annualized results for thunderstorm events in Lee County.

Table 40: Annualized Damages from Thunderstorm Events

Hazard Type	Annualized Events	Annualized Property Damage	Annualized Crop Damages
Thunderstorm Winds/Lightning/Hail	6.2	\$564,000	\$52

The primary hazard caused by thunderstorm winds is the transport of debris, which can cause casualties and property loss or even the dislodging of mobile homes from their structures or vehicles. High winds may also cause damage to poles and lines carrying electric, telephone, and cable television service. Older structures built before 1940 could be more susceptible to wind damage.

Older critical facilities are vulnerable to wind damage due to the age of construction and possible poor condition, especially in the more rural and isolated areas of the County. It is important to identify specific critical facilities and assets that are most vulnerable to the hazard. Evaluation criteria include the age of the building (and what building codes may have been in effect at the time of construction), type of construction, and condition of the structure (i.e., how well the structure has been maintained).

Figure 17 shows recorded locations of historic hail events and [Figure 18](#) shows the recorded locations of historic high wind events within Lee County.

Figure 17: Recorded Hail events within Lee County, FL

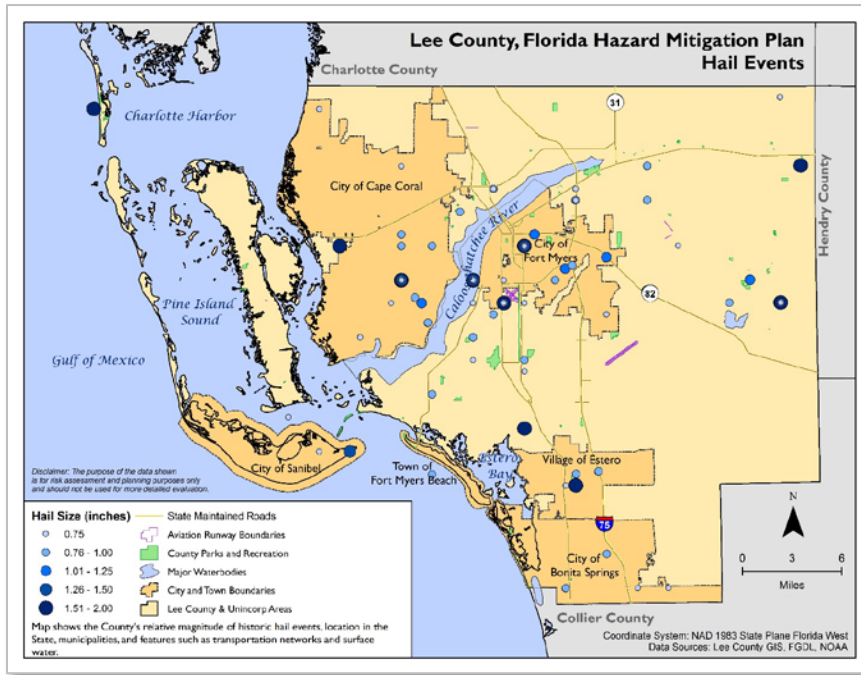
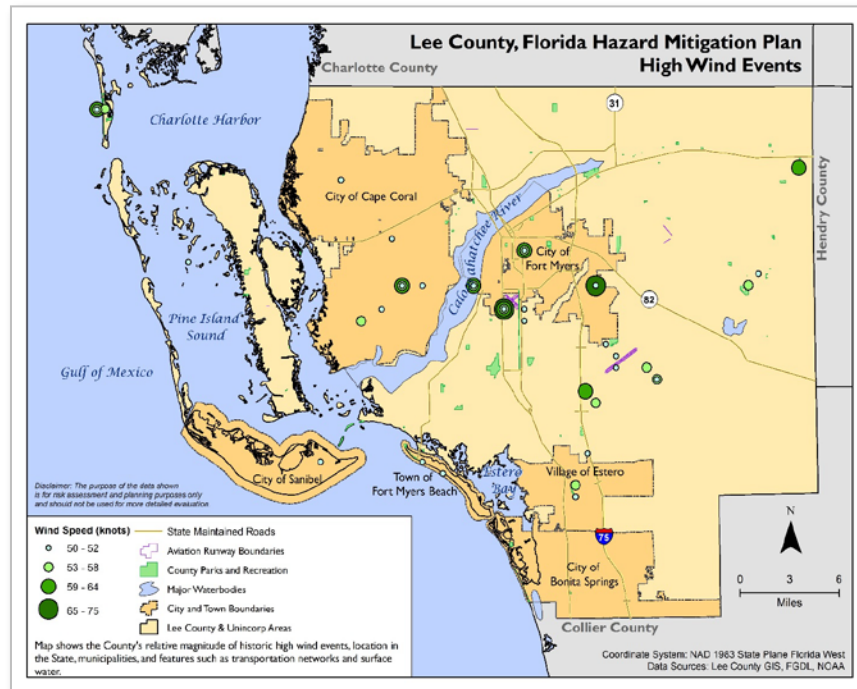


Figure 18: Recorded High Wind events within Lee County, FL



See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard's vulnerability, risk, and impact to people, property, the environment, and operations.

# Tornado

## Description

A tornado is described as a violently rotating column of air extending from a thunderstorm to the ground. The path width of a tornado is generally less than half of a mile, but the path length can vary from a few hundred yards to dozens of miles. A tornado moves at speeds from 30 to 125 mph, but can generate winds exceeding 300 mph.

Tornado season typically is March through August; however, a tornado can occur in any month. Tremendous destruction can occur in paths over a mile wide and 50 miles long with winds reaching 300 mph. In the United States, tornadoes have been classified on the Fujita Scale, assigning numeric scores from zero to five (or higher) based on the severity of observed damages. The traditional Fujita scale, introduced in 1971, was used to rate the intensity of tornadoes thereafter, and was also applied to previously documented tornadoes. Starting in February of 2007, an "enhanced" Fujita scale was implemented, with somewhat lower wind speeds at the higher F-numbers, and more thoroughly-refined structural damage indicator definitions. [Table 41](#) shows the differences between the old and new tornado intensity scales, wind speeds, typical damages, and frequency.

**Table 41: Tornado Damage Scale (Source: NOAA Storm Prediction Center)**

Enhanced Operational Fujita Scale	Wind Speeds (mph)	F-Scale	Wind Speeds (mph)	Damage	Frequency
EF0	65 to 85	F0	40 to 72	<b>Light Damage.</b> Some damage to chimneys, TV antennas, roof shingles, trees, and windows	29%
EF1	86 to 110	F1	73 to 112	<b>Moderate Damage.</b> Automobiles overturned, carports destroyed, trees uprooted	40%
EF2	111 to 135	F2	113 to 157	<b>Considerable Damage.</b> Roofs blown off homes, sheds and outbuildings demolished, mobile homes overturned	24%
EF3	136 to 165	F3	158 to 206	<b>Severe Damage.</b> Exterior walls and roofs blown off homes. Metal buildings collapsed or severely damaged. Forests and farmland flattened.	6%
EF4	166 to 200	F4	207 to 260	<b>Devastating Damage.</b> Few walls, if any, standing in well-built homes. Large steel and concrete missiles thrown far distances.	2%
EF5	Over 200	F5	261 to 318	<b>Incredible Damage.</b> Homes leveled with all debris removed. Schools, motels, and other larger structures have considerable damage with exterior walls and roofs gone. Top stories demolished.	Less than 1%

Tornadoes are one of nature's most violent storms. In an average year, about 1,000 tornadoes are reported across the United States, resulting in 80 deaths and over 1,500 injuries. Tornadoes have the potential of creating total

destruction of homes, especially mobile homes, businesses, and cars, causing many deaths; extensive tree damage along roadways, which may inhibit or block access; extensive damage to electric and telephone lines; utility line breaks; damaged or destroyed radio and television towers. Tornadoes are hazard events that threaten everyone in Lee County.

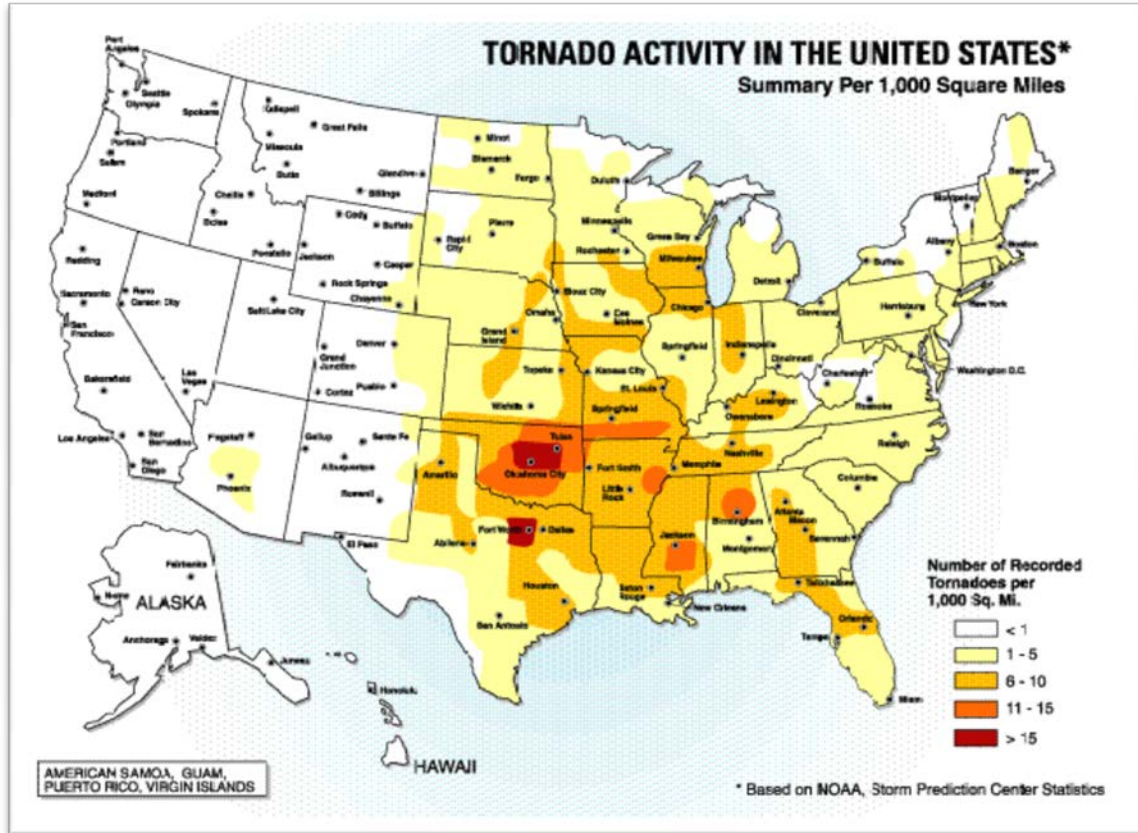
## Location and Extent

Lee County may experience tornadoes ranging from EF0, minimum severity and upward to EF4. Readings of EF1 and above would be considered a major severity. [Figure 19](#) summarizes tornado activity in the United States based on the number of recorded tornadoes per 1,000 square miles.

Buildings must be designed to withstand both external and internal wind pressures on the structural framing and exterior elements. The level to which these structures are designed, as expected, directly correlates with its ability to resist damages due to high winds. The community's building code dictates the design wind speed to which a structure must be designed; Lee County has adopted the International Building Code. For some building types, the structures constructed subsequent to the adoption of the building code are the most likely to be the most resistant to damages from wind.

The damages resulting from tornadoes are affected by the condition of the exposed structures, their design and construction, and the quality of the building materials. The current building code requires structures to be built to withstand a 90 mph (in a 3 second wind burst) wind events. However, structures within the county were built prior to the adoption of the current building code and current standards. As such older homes, certain construction materials, mobile homes, and poorly designed homes are very vulnerable to tornadoes. If homes are destroyed by tornadoes this would impact residents by requiring them to rebuild to current standards or relocate. Destruction of commercial buildings and infrastructure would cause employees to search for employment elsewhere, resulting in relocating to other areas outside of Lee County.

Figure 19: Tornado activity in the United States Source: American Society of Civil Engineers



Vulnerability to tornadoes is dependent on the geographic extent and magnitude of the event. Damages from lower intensity tornadoes (EF0) can range from chimney damage to uprooted shallow trees. A significant tornado (EF2) would cause considerable damage to roofs on frame houses, complete destruction of mobile homes and large trees and utility lines snapping. In Lee County, there are 189 mobile home parks that are at risk of damage from tornadoes and other related high wind events. [Table 42](#) summarizes the total mobile home parks by jurisdiction and [Figure 20](#) shows the location of these parks in Lee County. A devastating tornado (EF4) would result in well-constructed houses being leveled, weak foundations blown to a distance and cars thrown.



Figure 20: Mobile Home Parks in FEMA Flood Zones in Lee County

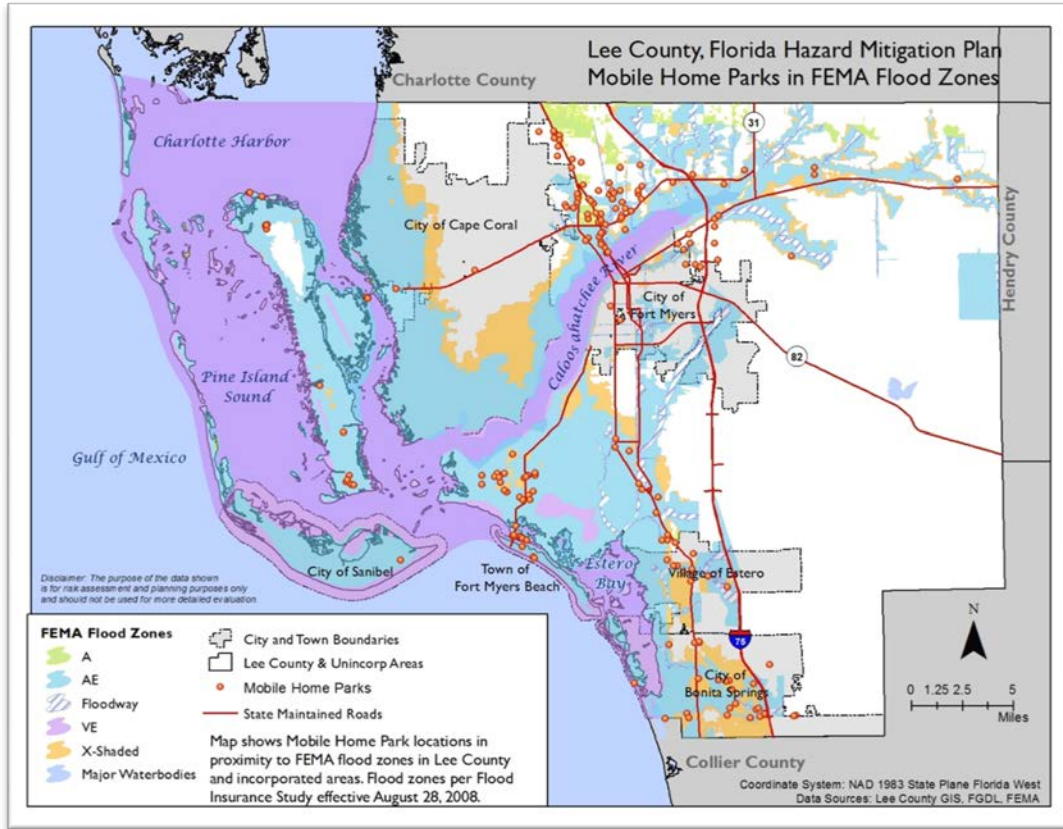


Table 42: Total Mobile Home Parks by Jurisdiction in Lee County

Jurisdiction	Total
City of Bonita Springs	25
City of Cape Coral	1
City of Fort Myers	3
Town of Fort Myers Beach	3
City of Sanibel	1
Unincorporated County	146
Village of Estero	10
<b>Total</b>	<b>189</b>

## Previous Occurrences

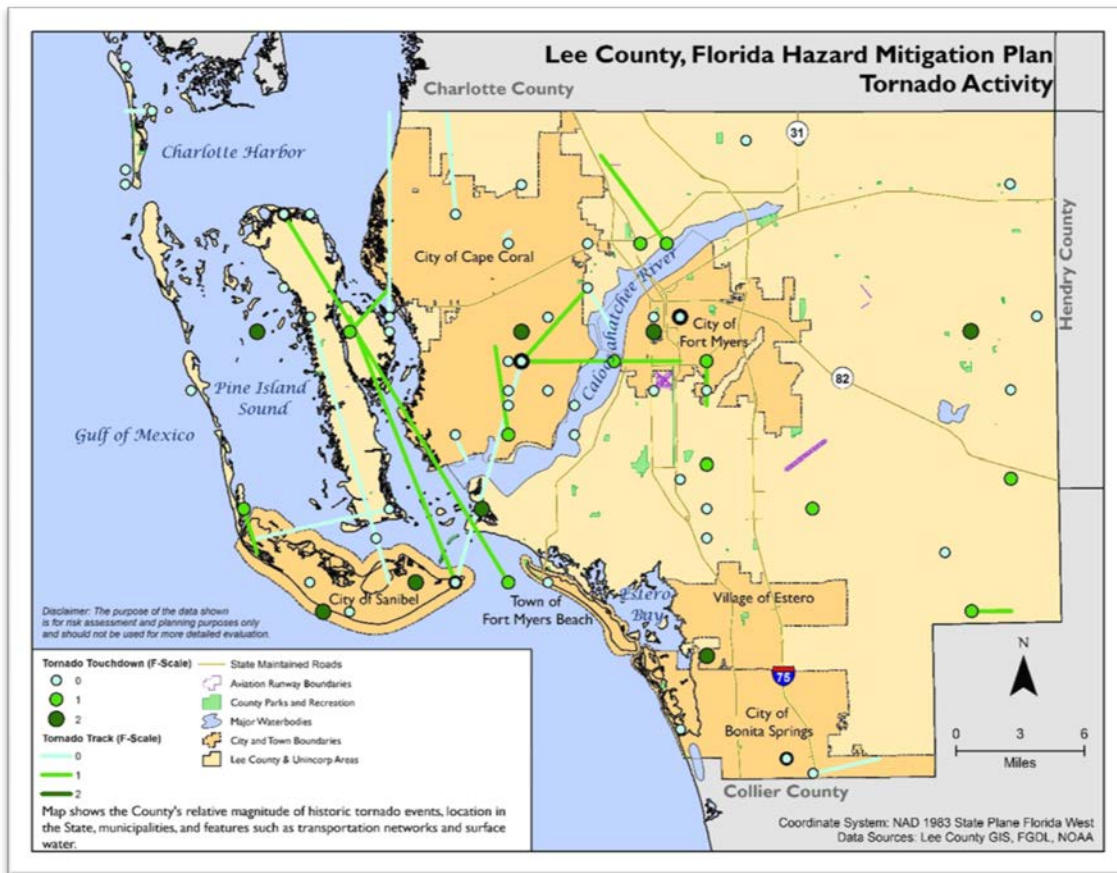
There has been a total of 108 tornadoes and 31 waterspouts in Lee County according to the NCEI since 1950 ([Table 43](#)). There is no recorded history of a tornado with a classification greater than F2 striking in Lee County. Of the tornado events that have occurred in Lee County, 68.5% of them were F0 tornadoes and 20.4% of them were classified as F1 tornadoes. The majority of the tornado events that occur in Lee County are events that are likely to cause only moderate damage. [Figure 21](#) shows the historical touchdowns and tracks of tornados in Lee County.

Table 43: NCEI Tornado Events (1950 – 2016)

Tornado Category	Classification	Number of Events
F0	Gale Tornado (40 – 72 mph)	74
F1	Moderate Tornado (73 – 112 mph)	22
F2	Significant Tornado (113 – 157 mph)	12
F3	Severe Tornado (158 – 206 mph)	0
F4	Devastating Tornado (207 – 260 mph)	0
F5	Incredible Tornado (261 – 318 mph)	0
Waterspouts	Weak tornado that forms over water	31
<b>Total</b>		<b>139</b>

Source: National Climactic Data Center of NOAA – Storm History for the Country

Figure 21: Tornado Activity



## Probability of Future Events

The NWS advises that tornadoes strike randomly, so all areas within Lee County are equally at risk. Tornado and high-wind events could occur at any time of the year, but are more frequent in the springtime. Based on the NCEI historical records of tornado activity in Lee County, it is estimated that the county will experience about 2 tornado events in any given year.

On the basis of 40 years of tornado history and more than 100 years of hurricane history, the United States has been divided up into four zones that geographically reflect the number and strength of extreme windstorms. Zone IV has experienced the most and strongest tornado activity. Zone III has experienced significant tornado activity and includes coastal areas that are susceptible to hurricanes. Lee County is included in Zone III, as most tornados are the result of hurricane weather.

## Vulnerability and Risk Assessment

### Hazard Ranking

The priority hazard ranking process for the 2017 HIRA determined tornado to be a high priority hazard in Lee County. As described in the profile above, tornado events within the county are common events with an annual probability greater than 1.0. Tornado events have a high range of impact, accounting for annual damages in excess of \$150,000. The probable hazard magnitude for tornado is high, including multiple deaths and injuries reported, and less than 24 hours of warning time before an event. [Table 44](#) outlines the hazard rankings for each of the hazard priority criteria related to Tornado events.

Table 44: Tornado Hazard Priority

Probability Score	Maximum Impact	Probable Hazard Magnitude:		Composite Hazard Index
		Death and Injury	Warning Time	
<b>High</b> Common events with annual probability > 1.0	<b>High</b> Annual Damages exceeded \$150,000	<b>High</b> Deaths and Injuries reported	<b>High</b> Less than 24 hours	<b>High</b>

### Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations

Tornadoes are high-impact, low-probability hazards whose effect is dependent on its intensity and the vulnerability of development in its path. Tornado vulnerability is based on building construction and standards, the availability of shelters or safe rooms, and advanced warning capabilities. Even well-constructed buildings are vulnerable to the effects of a stronger (generally EF-2 or higher) tornado. Identifying assets at risk for tornado damage is virtually impossible because tornadoes are so unpredictable. However, it can be assumed that every structure has an equal chance of exposure to a tornado event. Therefore, all of the assets of Lee County should be included.

Buildings must be designed to withstand both external and internal wind pressures on the structural framing and exterior elements. The level to which these structures are designed, as expected, directly correlates with its ability to resist damages due to high winds. The community's building code dictates the design wind speed to which a structure must be designed. For some building types, the structures constructed subsequent to the adoption of the building code are the most likely to be the most resistant to damages from wind.

The damages resulting from tornadoes are affected by the condition of the exposed structures, their design and construction, and the quality of the building materials. Older homes, certain construction materials, mobile homes, and poorly designed homes are very vulnerable to tornadoes. If homes are destroyed by tornadoes this would impact residents by requiring them to rebuild to current standards or relocate. Destruction of commercial buildings and infrastructure would cause employees to search for employment elsewhere, resulting in relocating to other areas outside of Lee County.

Vulnerability to tornadoes is dependent on the geographic extent and magnitude of the event. Damages from lower intensity tornadoes (EF0) can range from chimney damage to uprooted shallow trees. A significant tornado (EF2) would cause considerable damage to roofs on frame houses, complete destruction of mobile homes and large trees and utility lines snapping. A devastating tornado (EF4) would result in well-constructed houses being leveled, weak foundations blown to a distance and cars thrown.

A generalized loss estimate for the county was derived from NCEI Storm Events data. The data was annualized by taking the total number of damaging tornado events and dividing by the length of record. The annualized values should only be utilized as an estimate of what can be expected in a given year. Using historical records, it can be estimated that Lee County will experience at least 2.1 events every year. Annual damages from these events can be expected to be about \$951,000 for property and \$0 for crops. There are also 0.02 annual deaths expected (2 every 100 years) and 0.52 annual injuries (52 every 100 years).

[Table 45](#) shows the annualized results for tornado events in Lee County.

**Table 45: Annualized Damages from Tornado Events**

Annualized Events	Annualized Property Damages	Annualized Crop Damages	Annualized Deaths Reported	Annualized Injuries Reported
2.1	\$951,000	\$0	0.02	0.52

As evidence in property loss figures, tornadoes have the potential to be very destructive. The NCEI estimates are believed to be an underrepresentation of the actual losses experienced due to hazards, as losses from events that go unreported or that are difficult to quantify are not likely to appear in the NCEI database.

See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard's vulnerability, risk, and impact to people, property, the environment, and operations.

## Wildfire

### Description

A wildfire is an undesirable fire occurring in the natural environment and is a serious and growing hazard throughout the United States. Fires within forested areas that are ignited by natural causes such as lightning or as part of a controlled burn process are part of the natural fire cycle and an important contributor to forest health.

Wildfires pose a great threat to life and property, particularly when they move from forest or rangeland into developed areas. An average of 5 million acres burn every year in the U.S. as a result of wildfires, causing millions of dollars in damage. Each year more than 100,000 wildfires occur in the U.S., almost 90% of which are started by humans; the rest are caused by lightning. Weather is one of the most significant factors in determining the severity of wildfires.

Wildfires can be classified as uncontrolled fire spreading through vegetative fuels, exposing and possibly consuming structures for areas greater than one acre. Wildfires may create additional environmental concerns well after they are extinguished such as increased erosion and water quality concerns in storm water runoff.

Three main factors influence wildfire behavior – topography, fuel, and weather. Other hazards can contribute to the potential for wildfires or can influence wildfire behavior. High winds can down power lines; earthquakes can rupture gas lines; lightning can spark fires. Lightning is a major cause of structural fires and wildfires.

Drought conditions increase wildfire potential by decreasing fuel moisture. Warm winters, hot, dry summers, severe drought, insect and disease infestations, years of fire suppression, and growth in the wildland-urban interface (WUI) continue to increase wildfire risk and the potential for catastrophic wildland fires. Forest insect epidemics and forest parasites contribute to wildfire potential by increasing fuel loading.

Protecting the WUI is the nation's fastest-growing firefighting expense. In 2007, suppressing wildfires in the WUI accounted for 85% of firefighting costs in the United States. Protecting life and property in these areas is costly because fire managers must take an aggressive stand on the ground and from the air.

Wildfires can have disastrous consequences causing damage to residences, commercial buildings, and to timber, grasslands and natural resources. Economic consequences include the cost of suppression, reduced property values, lost sales and business revenues, reduced tourism, and increased water treatment costs. Resources threatened include communities, homes, gas transmission lines, electrical facilities and lines, timber, watershed and recreation areas, and wildlife.

Timber loss and environmental damage frequently result from wildfires. Wildfire poses a significant threat to nearby buildings and populations. Forest damage from thunderstorms may block interior access roads and fire breaks, pull down overhead power lines, or damage pavement and underground utilities, thereby creating heavy fire load and making suppression and response more difficult.

Previous years of low fire activity can increase fuel loading, leading to more fire activity.

## Location and Extent

Forested lands and any surrounding urban areas (WUI - wildland-urban interface) are most at risk to fires. Potential risks include destruction of land, property, and structures as well as injuries and loss of life. Although rare, deaths and injuries usually occur at the beginning stages of wildfires when sudden flare-ups occur from high wind conditions. In most situations, however, people have the opportunity to evacuate the area and avoid bodily harm. Financial losses related to wildfires include destroyed or damaged houses, barns, private facilities and equipment, loss of commercial timber supplies, and local and State costs for response and recovery.

Environmental short-term loss caused by a wildland fire can include the destruction of wildlife habitat and watersheds. Long-term effects include reduced access to affected recreational areas, destruction of cultural and economic resources and community infrastructure, and vulnerability to flooding due to the destruction of watersheds. The Wildland Urban Interface (WUI) is the line, area or zone where structures and other human development meet or

intermingle with undeveloped wildland or vegetative fuel<sup>60</sup>. The three types of communities that occur in or around the WUI are:

- Interface Community - The Interface Community exists where structures directly abut wildland fuels. There is a clear line of demarcation between residential, business, and public structures and wildland fuels. The development density for an interface community is usually 3 or more structures per acre or a population density of 250 or more people per square mile, with shared municipal services.
- Intermix Community - The Intermix Community exists where structures are scattered throughout a wildland area. There is no clear line of demarcation; wildland fuels are continuous outside of and within the developed area. The development density in the intermix ranges from structures very close together to one structure per 40 acres or a population density in between 28-250 people per square mile.
- Occluded Community - The Occluded Community generally exists in a situation, often within a city, where structures abut an island of wildland fuels (e.g., park or open space). There is a clear line of demarcation between structures and wildland fuels. The development density for an occluded community is usually similar to those found in the interface community, but the occluded area is usually less than 1,000 acres in size.

In Lee County, it is estimated that 455,694 people or 74 percent of the total project area population (618,635) live within the WUI.<sup>61</sup> [Figure 22](#) is an example of where human development intermixes with wildland fuels.<sup>62</sup>

---

<sup>60</sup> Radeloff, V. C., R. B. Hammer, S. I. Stewart, J. S. Fried, S. S. Holcomb, and J. F. McKeefry. 2005. The Wildland Urban Interface in the United States. *Ecological Applications* 15:799-805.

<sup>61</sup> SouthWRAP Summary Report, Southern Wildfire Risk Assessment (extracted 1/13/2017).

<sup>62</sup> Ibid.

Figure 22: The Wildland Urban Interface (WUI) zone



WUI housing density is categorized based on the standard Federal Register and U.S. Forest Service SILVIS data set categories, long considered a de facto standard for depicting WUI. However, in the Southern Wildfire Risk Assessment (SWRA) WUI data the number of housing density categories is extended to provide a better gradation of housing distribution to meet specific requirements for fire protection planning activities. While units of the actual data set are in houses per sq. km., the data is presented as the number of houses per acre to aid with interpretation and use by fire planners.<sup>63</sup>

The new SWRA WUI 2012 dataset is derived using advanced modeling techniques based on the SWRA Where People Live (housing density) dataset and 2012 LandScan population count data available from the Department of Homeland Security, HSIP Freedom Data Set. Data is modeled at a 30-meter cell resolution, which is consistent with other SWRA layers. The following figure shows the total population for each WUI area within the project area.<sup>64</sup>

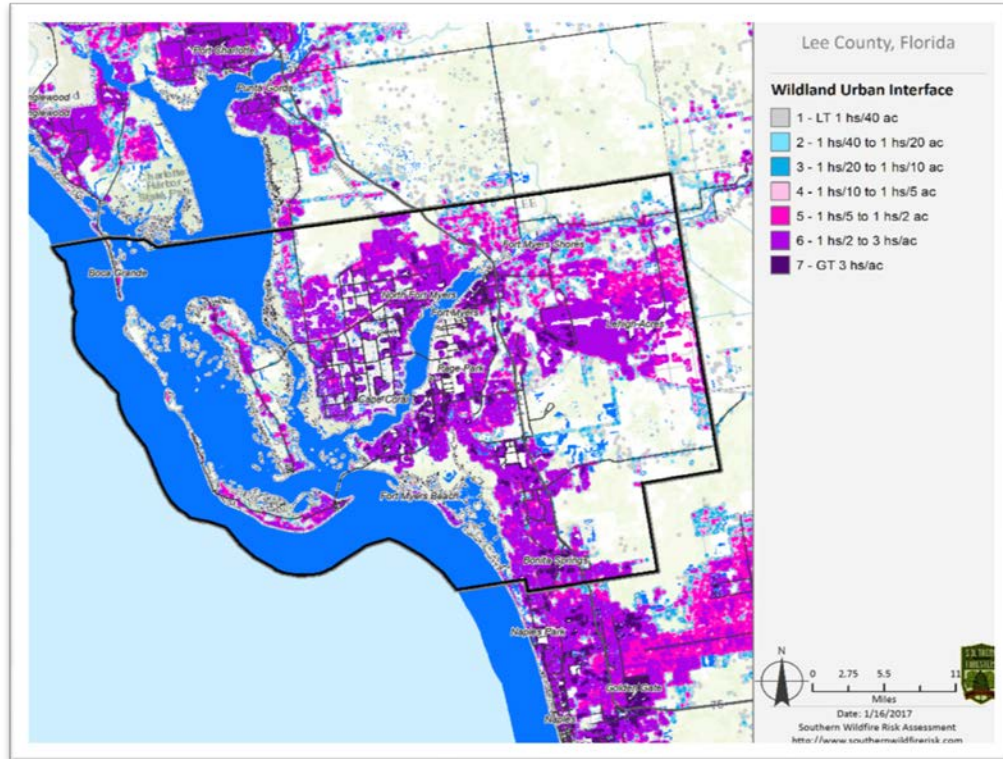
[Figure 23](#) shows the WUI zones within Lee County. With the majority of Lee County's landmass being heavily wooded, wildfires will continue to be routine occurrences. As the area continues its fast growth in both population and structures, the potential for urban interface wildfires will increase.

---

<sup>63</sup> Ibid.

<sup>64</sup> Ibid.

Figure 23: Lee County, Florida Wildland Urban Interface (WUI)



## Previous Occurrences

Each year, thousands of acres of forests and many homes are destroyed by fires that can erupt at any time of the year from a variety of causes, including arson, lightning and debris burning. Adding to the fire hazard is the growing number of people living in new communities built in areas that were once brush or forest. As of April 2014, Florida had 672 state and 14 Federal wildfires burning a total of 10,264 acres statewide.

According to the NOAA NCEI Storm Events Database, there have been a total of 16 wild/forest fire events officially reported in Lee County between March 21, 1999 and January 31, 2004. These events resulted in no deaths or injuries. However, they did cause an estimated \$775 thousand in property damage.

In 2006, a wildfire caused significant damage in the Lehigh Acres area and in 2008, Cape Coral experienced a large wildfire in the urban interface area. Wildland fires requiring limited protective actions (evacuations and sheltering) have occurred fairly frequently and will continue to occur in the future. These more limited incidents are not described in this document.

Several significant events include:

**June 28, 2008 Cape Coral:** Lightning ignited a fire between Sand Road and 40th Street on the 27th that was contained but flared up into a 2,000 acre fire on the 28th. The 5-mile-long and 1 mile wide fire was the largest in Cape Coral's history and led to the evacuation of residents and the closure of 6 miles stretch of Burnt Store Road.



About 22 fire departments and 123 firefighters battled the blaze which came within 60 feet of eight homes in Sanctuary Estates. Much of the land that burned was in a protected area. No injuries or damage to structures were reported.

**April 28, 2006 Lehigh Acres:** A wildfire consumed 1,875 acres over a three-day period, destroying sixteen homes and damaged 25 other homes. Many cars, boats and recreational vehicles were lost and damaged as well.

**May 15, 2000 North Fort Myers:** A wildfire consumed nearly 100 acres of scrub tree and brush in North Ft. Myers. An outbuilding and travel trailer were also consumed by the wildfire.

**April 9, 2000 Cape Coral:** Wildfires burned more than 150 acres of brush and scrub trees in Cape Coral.

**April 3, 2000 Fort Myers:** Wildfires ignited and burned more than 30 acres and destroyed one out building in San Carlos. Wildfires burned two acres of brush and caused \$10,000 dollars in damage to an apartment building in Ft. Myers. **Cape Coral:** Wildfires ignited and burned 100 acres of brush and timber.

**March 11, 2000 Fort Myers:** A wildfire consumed 65 to 70 acres of brush and timber at Palm Creek Road in Ft. Myers.

**February 23, 2000 Lehigh Acres:** Brush fires destroyed five homes, damaged a dozen others, and seared 600 acres in Lehigh Acres. The fires ignited near Inez and Joan Avenues and spread to Sunshine Boulevard in Lehigh Acres. Four homes were destroyed on 4th, 7th, and 9th Streets east of Terry Avenue in Lehigh Acres. A fifth home was destroyed by fire near Alexander Graham Bell and Jaguar Boulevards in Lehigh Acres.

## Probability of Future Events

Drought conditions and other natural disasters increase the probability of wildfires by producing fuel in both urban and rural settings. All jurisdictions within Lee County are vulnerable to Wildfires. The probability of occurrence is estimated to be every 5 years.

The Burn Probability (BP) layer from the SWRA dataset depicts the probability of an area burning given current landscape conditions, percentile weather, historical ignition patterns and fire prevention and suppression efforts. The BP data does not, and is not intended to, depict fire-return intervals of any vintage, nor do they indicate likely fire footprints or routes of travel. Nothing about the expected shape or size of any actual fire incident can be interpreted from the burn probabilities. Instead, the BP data, in conjunction with the Fire Program Analysts FIL layers, are intended to support an actuarial approach to quantitative wildfire risk analysis (e.g., see Thompson et al. 2011). The Burn Probability is shown in [Figure 24](#) and [Figure 25](#) for Lee County.

Figure 24: Lee County, Florida Burn Probability - Acres

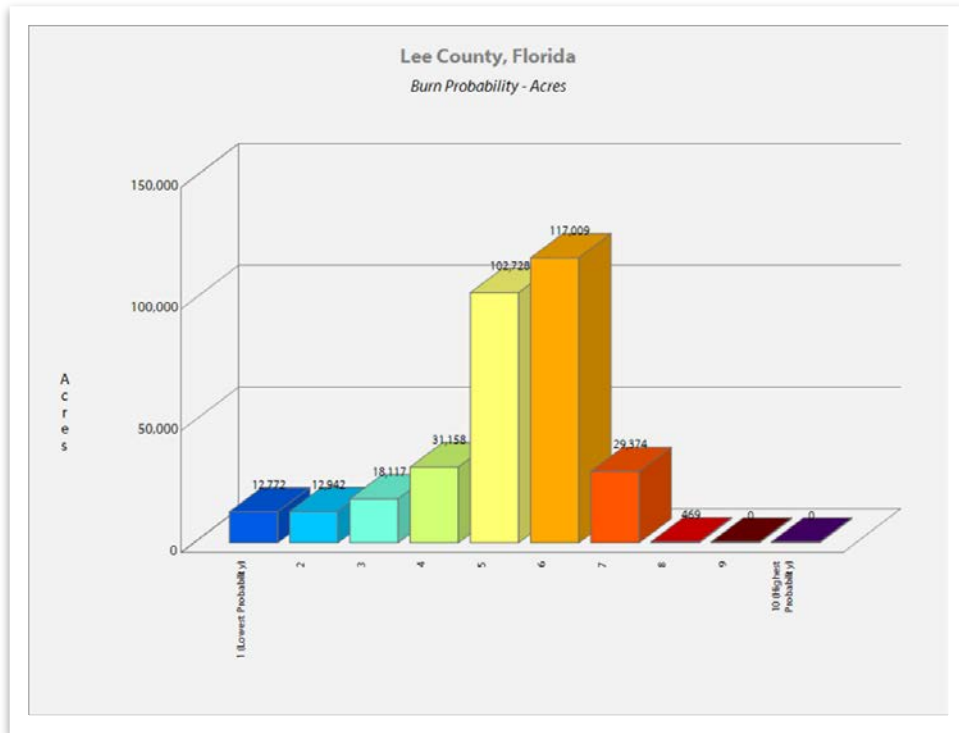
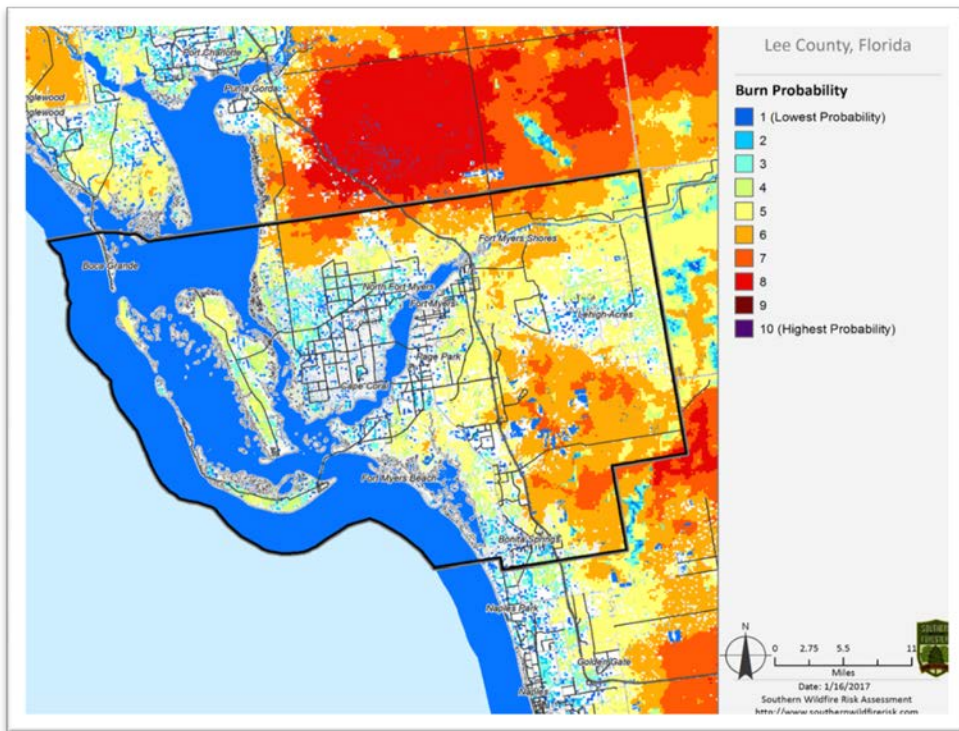


Figure 25: Lee County, Florida Burn Probability



# Vulnerability and Risk Assessment

## Hazard Ranking

The priority hazard ranking process for the 2017 HIRA determined wildfire to be a medium priority hazard in Lee County. As described in the profile above, wildfire events within the county are frequent events with an annual probability between 0.5 and 1. Wildfire events have a medium range of impact, accounting for annual damages between \$50,000 and \$150,000. The probable hazard magnitude for wildfire ranges from low to high, including no deaths or injuries recorded, and less than 24 hours warning time before events. Table 46 outlines the hazard rankings for each of the hazard priority criteria related to Wildfire.

**Table 46: Wildfire Hazard Priority**

Probability	Maximum Impact	Probable Hazard Magnitude		Composite Hazard Index
		Death and Injury	Warning Time	
<b>Medium</b> Frequent events with annual probability between 0.5 and 1	<b>Medium</b> Annual Damages between \$50,000 and \$150,000	<b>Low</b> No deaths or injuries recorded	<b>High</b> Less than 24 hours	<b>Medium</b>

## Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations

Demographic change is increasing the size of the WUI, defined as the area where structures and other human development meet or intermingle with undeveloped wildland. The expansion of the WUI in recent decades has significant implications for wildfire management and impact. The WUI creates an environment in which fire can move readily between structural and vegetation fuels. Its expansion has increased the likelihood that wildfires will threaten structures and people.

The WUI is where houses meet or intermingle with wildland vegetation. The WUI is where wildfire poses the biggest risk to human lives and structures. Intermix WUI are areas where housing and vegetation intermingle; interface WUI are areas with housing in the vicinity of contiguous wildland vegetation.

Buildings without fire suppression (i.e., sprinkler systems) are more vulnerable to building fires. If a residence or commercial property were to burn to the ground this would cause significant upheaval in the community.

Many subdivisions were created before standards for emergency ingress and egress were established and may not provide adequate roadways for evacuation or access to burning structures. The difficulty for County planning departments to apply fire-safety regulations to these developments, coupled with the increasing popularity of homes in the WUI has exacerbated the wildland fire risk to these properties.

The NCEI Storm Events data was annualized by taking the total number of damaging wildfire events and dividing by the length of record. The annualized values should only be utilized as an estimate of what can be expected in a given year. Using historical records, it can be estimated that Lee County will experience at least 0.72 events every year. Damages from these events can be expected in the magnitude of \$59,700 for property and \$0 for crop damages annually. There are no deaths or injuries expected. [Table 47](#) shows the annualized results for wildfire events in Lee County.

Table 47: Annualized Damages from Wildfire Events

Annualized Events	Annualized Property Damage	Annualized Crop Damages	Annualized Deaths Reported	Annualized Injuries Reported
0.72	\$59,700	\$0	0	0

An analysis was done using GIS that determined the number of building footprints and critical facilities within each jurisdiction that are in different WUI Risk Index zones in order to highlight areas that may be most affected by wildfires. The WUI Risk Index values range from -1 to -9, with -1 representing the least negative impact and -9 representing the most negative impact. Table 48 summarizes the total building footprints in each WUI Risk Index zone. There are 209,264 total building footprints in a Risk Index zone (not 0). [Table 49](#) summarizes the number of critical facilities located within different WUI Risk Index zones. The data shows that the majority of critical facilities are within a Risk Index zone between -7 and -9. [Figure 26](#) shows the distribution of WUI Risk Index zones throughout Lee County.

See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard’s vulnerability, risk, and impact to people, property, the environment, and operations.

Table 48: Building Footprints within WUI Risk Index Zones

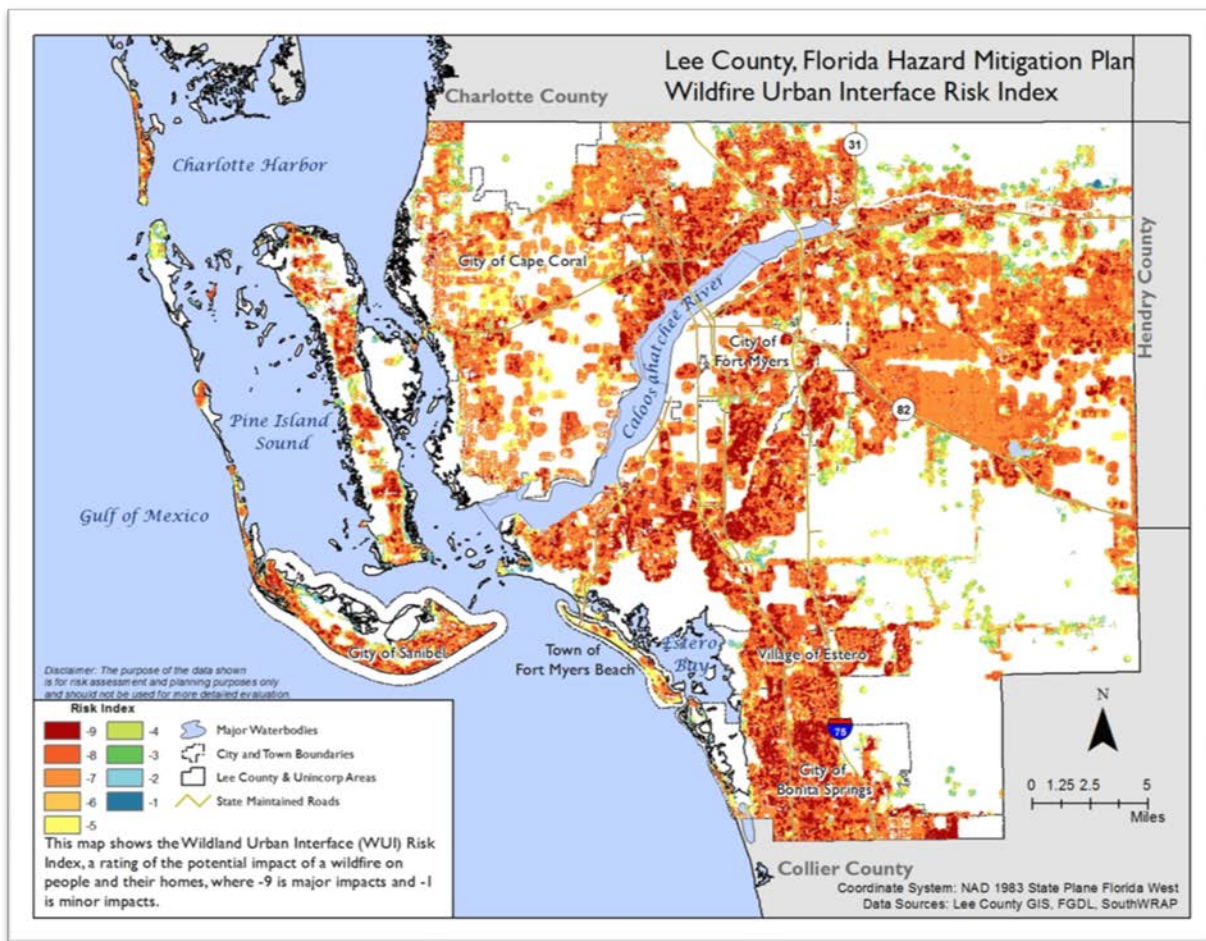
Risk Index	City of Bonita Springs	City of Cape Coral	City of Fort Myers	City of Sanibel	Town of Fort Myers Beach	Unincorporated areas of Lee County	Village of Estero	Total:
-9	6959	1377	3341	994	34	19530	3874	36109
-8	8905	7435	6668	2120	399	40239	7173	72939
-7	4872	21076	4178	1390	635	42901	3762	78814
-6	164	3089	489	29	252	3380	108	7511
-5	414	5848	470	82	1315	4345	322	12796
-4	12	25	213	2	0	325	26	603
-3	9	21	110	4	0	213	34	391
-2	1	2	11	4	0	68	11	97
-1	0	0	0	0	0	4	0	4
0	940	34766	9613	142	661	24864	681	71667
Total:	22276	73639	25093	4767	3296	135869	15991	280931

Table 49: Critical Facilities within WUI Risk Index Zones

Risk Index	City of Bonita Springs	City of Cape Coral	City of Fort Myers	City of Sanibel	Town of Fort Myers Beach	Unincorporated areas of Lee County	Village of Estero	Total:
-9	20	4	16	2	0	70	9	121
-8	31	23	51	16	4	167	18	310
-7	37	44	43	10	3	236	17	390
-6	3	10	16	1	1	21	5	57

Risk Index	City of Bonita Springs	City of Cape Coral	City of Fort Myers	City of Sanibel	Town of Fort Myers Beach	Unincorporated areas of Lee County	Village of Estero	Total:
-5	4	53	6	1	17	59	0	140
-4	1	0	1	1	0	9	1	13
-3	0	2	5	0	0	7	0	14
-2	0	0	2	0	0	2	0	4
-1	0	0	0	0	0	0	0	0
0	1	101	141	0	0	181	5	429
<b>Total:</b>	<b>97</b>	<b>237</b>	<b>281</b>	<b>31</b>	<b>25</b>	<b>752</b>	<b>55</b>	<b>1478</b>

Figure 26: WUI Risk Index for Lee County, FL



# Manmade Hazard Profiles

---

## Aircraft Crash

### Description

Aircraft crashes can occur for many reasons including mechanical malfunctions, inclement weather, pilot error, or any combination of the previous situations. If a plane were to crash anywhere, it would likely cause severe damage to the plane, the occupants, and the property that it crashed on. Aircraft crashes can occur during any part of a flight. Common causes of accidents include:

- In-flight encounter with weather
- On-ground collision with object
- In-flight collision with object
- Uncontrolled altitude deviation
- Hard landing
- Propeller strike, wing/rotor strike
- Dragged wing or rotor
- Loss of engine power

Most accidents occur as a result of human error. Of these, approximately 50 percent of accidents are due to pilot error, 23 percent are due to personnel not on board, and 12 percent are due to personnel on board. Other accidents occur because of environmental factors, including weather conditions (39 percent), light conditions (12 percent), and terrain conditions (8 percent). Still others occur because of mechanical issues with the airplane.<sup>65</sup>

Aviation collisions and explosions are the deadliest types of accidents. Several collisions have occurred throughout the world. While most aviation accidents are not fatal, almost all result in damage to the airplanes involved. Airplanes can be costly to repair, and loss of function can result in major delays and economic losses for the owners.

### Location and Extent

All of Lee County is susceptible to a plane crash with little warning. Of the 11 total airports in Lee County, Southwest Florida International Airport is the largest and Page Field is the second largest airport. There are also 15 heliports and 1 seaplane base in Lee County. Smaller aircraft incidents would be more frequent in Lee County, impact relatively few individuals and have limited financial impacts. Incidents involving larger aircraft, although less frequent, could impact hundreds of individuals, have larger financial impacts and require significant resources.

---

<sup>65</sup> U.S. Air Carrier Operations Calendar Year 2004. National Transportation Safety Board.  
<http://www.nts.gov/publicatn/2008/ARC0801.pdf>

## Previous Occurrences

Florida has had 22 large plane crashes in the state since 1996 that were investigated directly by the National Transportation Safety Board. None of these crashes occurred in Lee County.

Since 2010, there have been two reported small plane crashes of aircraft taking off from or flying through Lee County:

**March 9, 2015<sup>66</sup>:** Two people aboard a Piper Comanche PA-24 had to be cut from the wreckage after it went down near the southwest corner of Colonial Boulevard and US-41. The two adults were conscious and alert while they were being removed from the plane and were then taken to the hospital. The passenger later died a few months later because of injuries related to the crash.

**February 7, 2010<sup>67</sup>:** A light sport aircraft was taking off and the pilot lost control of the plane. The crash caused one runway to shut down for about an hour.

## Probability of Future Events

Aircraft crashes are generally considered to be an infrequent event in Lee County with only two reported small plane crashes in the county over the last 6 years. Lee County contains one large international airport and several smaller airports and helipads, so this busy airspace will continue to be at risk of future aircraft crashes.

## Vulnerability and Risk Assessment

### Hazard Ranking

The priority hazard ranking process for the 2017 HIRA determined aircraft crashes to be a medium priority hazard in Lee County. As described in the profile above, aircraft crash events within the county are infrequent events with an annual probability of less than 0.5. Aircraft crash events have a low range of impact, accounting for less than \$50,000 in annual damages to county property. Damages sustained by individuals or corporations could be much more significant. The probable hazard magnitude for aircraft crashes is high, including multiple reported deaths and injuries, and little to no warning time (less than a 24-hour warning time) before an event. Table 50 outlines the hazard rankings for each of the hazard priority criteria related to aircraft crashes.

Table 50: Aircraft Crashes Hazard Priority

Probability	Maximum Impact	Probable Hazard Magnitude		Composite Hazard Index
		Death and Injury	Warning Time	
Low Infrequent events with annual probability < 0.5	Low Annual Damages less than \$50,000	Medium Injuries but no deaths recorded	High Less than 24 hours	Medium

### Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations

<sup>66</sup> "Plane down near page field two on board." <http://www.nbc-2.com/story/28299012/plane-down-near-page-field-two-on-board>

<sup>67</sup> "Sport aircraft crashes at Page Field." <http://www.nbc-2.com/story/11948118/sport-aircraft-crashes-at-page-field>

Page Field (FMY) is a public airport located three miles south of downtown Fort Myers. This airport is categorized as a reliever airport for Southwest Florida International Airport (RSW). Due to its proximity to a city center, Page Field is within 1 mile of 37 critical facilities. These facilities are considered especially vulnerable to aircraft crashes given their proximity to the airport. The eight gas stations within a mile of Page Field are a notable fire hazard if a crash occurred at a station or nearby. With the high number of aircraft arrivals and departures each year from Page Field and Southwest Florida International Airport, Lee County is vulnerable to aircraft crashes.

**Table 51: Critical Facilities within 1 Mile of Page Field Airport**

Facility Type	Number of Facilities
Emergency Medical Service	2
Fire Station	1
Gas Station	8
Government Building	4
Hazardous Material Site	2
Health Care Facility	3
Landing Zone	1
Law Enforcement	1
School	6
Sewage Treatment Facility	1
Top 100 Employers	6
Transportation Facility	2
<b>Total:</b>	<b>37</b>

The list of some notable airports and heliports, locations, and uses in Lee County are shown in [Table 52](#).

**Table 52: Airports and Heliports in Lee County**

Type	Site	Use	Location
Airport	Southwest Florida International Airport	Public	Fort Myers
Heliport	Lee County Mosquito Control District Heliport	Institutional	Fort Myers
Airport	Page Field	Public	Fort Myers
Heliport	Lee Memorial Hospital Emergency Heliport	Private	Fort Myers
Airport	Strayhorn Ranch Airport – 47FD	Private	Fort Myers

See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard’s vulnerability, risk, and impact to people, property, the environment, and operations.

# Cyberattack

## Description

For the purposes of this report, a cyberattack is defined as a malicious computer-to-computer attack through cyberspace that undermines the confidentiality, integrity, or availability of a computer (or network), data on that computer, or processes and systems controlled by that computer. National Security Presidential Directive 54/Homeland Security Presidential Directive 23 (NSPD-54/HSPD- 23) defines cyberspace as the interdependent



network of information technology infrastructures, and includes the Internet, telecommunications networks, computer systems, and embedded processors and controllers in critical industries.<sup>68</sup>

Threats to cyber space are regarded as one of the most serious economic and national security challenges in this day in age for the United States. As the Director of National Intelligence (DNI) recently testified before Congress, “the growing connectivity between information systems, the Internet, and other infrastructures creates opportunities for attackers to disrupt telecommunications, electrical power, energy pipelines, refineries, financial networks, and other critical infrastructures.”<sup>69</sup>

The duration of a cyberattack is dependent on the complexity of the attack, how widespread it is, how quickly the attack is detected, and the resources available to aid in restoring the system. One of the difficulties of malicious cyber activity is that it could come from virtually anyone, virtually anywhere. [Table 53](#) and [Table 54](#) summarizes common types and sources of cybersecurity threats.<sup>70</sup>

**Table 53: Common Types of Cyber Attacks**

Type of Attack	Description
<b>Botnet</b>	A collection of compromised machines (bots) under (unified) control of an attacker (botmaster).
<b>Denial of service</b>	A method of attack from a single source that denies system access to legitimate users by overwhelming the target computer with messages and blocking legitimate traffic. It can prevent a system from being able to exchange data with other systems or use the Internet.
<b>Distributed denial of service</b>	A variant of the denial of service attack that uses a coordinated attack from a distributed system of computers rather than from a single source. It often makes use of worms to spread to multiple computers that can then attack the target.
<b>Exploit tools</b>	Publicly available and sophisticated tools that intruders of various skill levels can use to determine vulnerabilities and gain entry into targeted systems.
<b>Logic bombs</b>	A form of sabotage in which a programmer inserts code that causes the program to perform a destructive action when some triggering event occurs, such as terminating the programmer’s employment.
<b>Phishing</b>	The creation and use of emails and websites designed to look like those of well-known legitimate businesses, financial institutions, and government agencies in order to deceive Internet users into disclosing their personal data, such as bank and financial account information and passwords. Phishers use or sell this information for criminal purposes, such as identity theft and fraud.
<b>Sniffer</b>	Also known as packet sniffer. A program that intercepts routed data and examines each packet in search of specified information, such as passwords transmitted in clear text.
<b>Trojan horse</b>	A computer program that conceals harmful code. A Trojan horse usually masquerades as a useful program that a user would wish to execute.

<sup>68</sup> Cyberspace Policy Review, Assuring a Trusted and Resilient Information and Communications Infrastructure, U.S. White House.

<sup>69</sup> Director of National Intelligence, Annual Threat Assessment of the Intelligence Community for the Senate Armed Services Committee, Statement for the Record, March 10, 2009, at 39.

<sup>70</sup> United States Government Accountability Office, “Critical Infrastructure Protection: Department of Homeland Security Faces Challenges in Fulfilling Cybersecurity Responsibilities”, Report #GAO-05-434 (May 2005), [www.gao.gov/new.items/d05434.pdf](http://www.gao.gov/new.items/d05434.pdf)

Type of Attack	Description
Virus	A program that infects computer files, usually executable programs, by inserting a copy of itself into the file. These copies are usually executed when the infected file is loaded into memory, allowing the virus to infect other files. Unlike the computer worm, a virus requires human involvement (usually unwitting) to propagate.
War dialing	Simple programs that dial consecutive telephone numbers looking for modems.
War driving	A method of gaining entry into wireless computer networks using a laptop, antennas, and a wireless network adaptor that involves patrolling locations to gain unauthorized access.
Worm	An independent computer program that reproduces by copying itself from one system to another across a network. Unlike computer viruses, worms do not require human involvement to propagate.

Table 54: Common Sources of Cybersecurity Threats

Threat	Description
Bot-network operators	Bot-network operators are hackers; however, instead of breaking into systems for the challenge or bragging rights, they take over multiple systems in order to coordinate attacks and to distribute phishing schemes, spam, and malware attacks. The services of these networks are sometimes made available on underground markets (e.g., purchasing a denial-of-service attack, servers to relay spam or phishing attacks, etc.).
Criminal groups	Criminal groups seek to attack systems for monetary gain; specifically, organized crime groups use spam, phishing, and spyware/malware to commit identity theft and online fraud. International corporate spies and organized crime organizations also pose a threat to the United States through their ability to conduct industrial espionage and large-scale monetary theft, and to hire or develop hacker talent.
Foreign intelligence services	Foreign intelligence services use cyber tools as part of their information-gathering and espionage activities; in addition, several nations are aggressively working to develop information warfare doctrine, programs, and capabilities. Such capabilities enable a single entity to have a significant and serious impact by disrupting the supply, communications, and economic infrastructures that support military power—impacts that could affect the daily lives of U.S. citizens across the country.
Hackers	Hackers break into networks for the thrill of the challenge or for bragging rights in the hacker community. While remote hacking once required a fair amount of skill or computer knowledge, hackers can now download attack scripts and protocols from the Internet and launch them against victim sites. Thus, while attack tools have become more sophisticated, they have also become easier to use. According to the Central Intelligence Agency, the large majority of hackers do not have the requisite expertise to threaten difficult targets such as critical U.S. networks; nevertheless, the worldwide population of hackers poses a relatively high threat of an isolated or brief disruption causing serious damage.
Insiders	The disgruntled organization insider is a principal source of computer crime. Insiders may not need a great deal of knowledge about computer intrusions because their knowledge of a target system often allows them to gain unrestricted access to cause damage to the system or to steal system data. The insider threat also includes outsourcing vendors as well as employees who accidentally introduce malware into systems.
Phishers	Individuals or small groups that execute phishing schemes in an attempt to steal identities or information for monetary gain. Phishers may also use spam and spyware/malware to accomplish their objectives.
Spammers	Individuals or organizations that distribute unsolicited email with hidden or false information in order to sell products, conduct phishing schemes, distribute spyware/malware, or attack

Threat	Description
	organizations (e.g., denial of service).
<b>Spyware/malware authors</b>	Individuals or organizations with malicious intent carry out attacks against users by producing and distributing spyware and malware. Several destructive computer viruses and worms have harmed files and hard drives, including the Melissa Macro Virus, the Explore.Zip worm, the CIH (Chernobyl) Virus, Nimda, Code Red, Slammer, and Blaster.
<b>Cyberterrorists</b>	Cyberterrorists seek to destroy, incapacitate, or exploit critical infrastructures in order to threaten national security; cause mass casualties, weaken economies, or target businesses; and/or damage public morale and confidence. Cyberterrorists may use phishing schemes or spyware/malware in order to generate funds or gather sensitive information.

## Location and Extent

As most day-to-day activities rely on the Internet in one aspect or another, any person or infrastructure is susceptible to cybersecurity threats. Energy pipelines, specifically U.S. natural gas pipelines, have been cited by DHS as targets of cyberattack. While information on these attacks is not publicly available knowledge, cyber security officials warn that, with sufficient access, a hacker could “manipulate pressure and other control system settings, potentially reaping explosions and other dangerous conditions.”<sup>71</sup> While cyber risks and threats are mainly thought of as not having specific locations, there are physical sites that would be impacted. Locations at risk could include government agencies, institutions of higher education, medical facilities and various private sector entities.

## Previous Occurrences

In Lee County, there was a recent hacking of the Supervisor of Elections’ website in May 2016. A man was caught hacking the website to point out the servers’ vulnerability. This attack exposed the vulnerability of an old server; this server was subsequently upgraded.

Cyberattacks are growing in sophistication and have the potential to cause increasing damage to U.S. competitiveness, degrade privacy and civil liberties protections, and undermine national security. Some examples of cyberattacks in recent years that have affected U.S. citizens include:

- CIA reports malicious activities against information technology systems have caused the disruption of electric power capabilities in multiple regions overseas, including a case that resulted in a multi-city power outage.<sup>72</sup>
- In November 2008, the compromised payment processors of an international bank permitted fraudulent transactions at more than 130 auto mated teller machines in 49 cities within a 30-minute period, according to press reports.<sup>73</sup> In another case reported by the media, a U.S. retailer in 2007 experienced data breaches and loss of personally identifiable information that compromised 45 million credit and debit cards.<sup>74</sup>

<sup>71</sup> Florida State Hazard Mitigation Plan, 2013

<sup>72</sup> [www.sans.org/newsletters/newsbites/newsbites.php?vol=10&issue=5](http://www.sans.org/newsletters/newsbites/newsbites.php?vol=10&issue=5), CIA presentation, SANS SCADA Security Summit, January 16, 2008.

<sup>73</sup> [www.bankinfosecurity.com/article.php?art\\_id=1197](http://www.bankinfosecurity.com/article.php?art_id=1197), February 5, 2009.

<sup>74</sup> [www.infoworld.com/d/security-central/retailer-tjx/reports-massive-data-breach-952](http://www.infoworld.com/d/security-central/retailer-tjx/reports-massive-data-breach-952), January 17, 2007.

- Industry estimates of losses from intellectual property to data theft in 2008 range as high as \$1 trillion.<sup>75</sup>

## Probability of Future Events

Based on the growing sophistication and political climate, there is a high probability of future cyberattack events within Lee County.

## Vulnerability and Risk Assessment

### Hazard Ranking

The priority hazard ranking process for the 2017 HIRA determined cyberattacks to be a medium priority hazard in Lee County. As described in the profile above, cyberattack events within the county are infrequent events with an annual probability of less than 0.5. Cyberattack events have a low range of impact, accounting for less than \$50,000 in annual damages. The probable hazard magnitude for cyberattacks is medium, including no deaths or injuries recorded, and less than a 24-hour warning time before an event. [Table 55](#) outlines the hazard rankings for each of the hazard priority criteria related to cyberattacks.

Table 55: Cyberattack Hazard Priority

Probability	Maximum Impact	Probable Hazard Magnitude		Composite Hazard Index
		Death and Injury	Warning Time	
<b>Low</b> Infrequent events with annual probability < 0.5	<b>Low</b> Annual Damages less than \$50,000	<b>Low</b> No deaths or injuries recorded	<b>High</b> Less than 24 hours	<b>Medium</b>

### Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations

The public is heavily reliant on technology for daily life, including cell phones, handheld devices such as tablets, and computers. Any disruption to this technology caused by a cyberattack could impair the ability for the public to conduct basic activities, such as communications and mobile banking. Property and facilities may become either uninhabitable or unusable as a result of a cyberattack, particularly if their infrastructure is reliant on technology for sustainability. In addition, a significant majority of critical infrastructure systems are in some way tied to technology, oftentimes through virtual operations and supervisory control and data acquisition (SCADA) systems. Therefore, a cyberattack could disable the vast majority of systems which control these pieces of critical infrastructure, as well as traffic control, dispatch, utility, and response systems. Targeted cyberattacks can impact water or wastewater treatment facilities. The disruption of the virtual systems tied to this infrastructure could cause water pollution or contamination and subsequent environmental issues.

Cyberattacks can interfere with emergency response communication and activities. Given that many first responders rely on technology both at operations center and in the field, a cyberattack could impair the ability to communicate.

<sup>75</sup> [www.mcafee.com/us/about/press/corporate/2009/20090129\\_063500\\_j.html](http://www.mcafee.com/us/about/press/corporate/2009/20090129_063500_j.html). See also <http://resources.mcafee.com/content/NAUnsecuredEconomiesReport>, McAfee, "Unsecured Economies: Protecting Vital Information", January 2009. Projection based on survey by Purdue's Center for Education and Research in Information Assurance and Security.

For example, many agencies rely on technology to notify and route responders to the scene of the emergency. More specifically, 911 dispatch centers rely on technology which makes them vulnerable to cyber exploits. In addition, the nebulous nature of a cyberattack makes coordinated response convoluted and complicated.

See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard's vulnerability, risk, and impact to people, property, the environment, and operations.

## Hazardous Materials Release

### Description

Hazardous materials are widely used or created at facilities such as hospitals, wastewater treatment plants, universities, and industrial/manufacturing warehouses. Several household products such as cleaning supplies and paint are also considered hazardous materials and can be found in households and stores. Hazardous materials include:

- Explosives;
- Flammable, non-flammable, and poison gas;
- Flammable liquids;
- Flammable, spontaneously combustible, and dangerous when wet solids;
- Oxidizers and organic peroxides;
- Poisons and infectious substances;
- Radioactive materials; and
- Corrosive materials.<sup>76</sup>

The release of a hazardous material to the environment could cause a multitude of problems. Although these incidents can happen almost anywhere, certain areas of the County are at higher risk, such as near roadways that are frequently used for transporting hazardous materials and locations with industrial facilities that use, store, or dispose of such materials. Areas crossed by railways, waterways, airways, and pipelines also have increased potential for mishaps. Incidences can occur during production, storage, transportation, use, or disposal of hazardous materials. Communities can be at risk if a chemical is used unsafely or released in harmful amounts into the environment. Hazardous materials can cause death, serious injury, long-lasting health effects, and damage to buildings, the environment, homes, and other property.

The term "release" includes spilling, leaking, pumping, pouring, emitting, emptying, discharging, escaping, leaching, dumping, or disposing into the environment of any hazardous material. Hazardous materials releases (HMRs) may be intentional or accidental, and may occur at fixed facilities or on vehicles.

HMRs are harmful in three ways:

---

<sup>76</sup> National Archives and Records Administration, "Code of Federal Regulations Title 49: Transportation" (July 1 2012), <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=54f867044f1c9e1af52443eb305e1360;rgn=div5;view=text;node=49%3A2.1.1.3.7;idno=49;cc=ecfr>

- 1) Life safety concerns. Chemical, biological, and radiological agents can cause significant health risks to those exposed to them; biological agents can be additionally dangerous if they are infectious. Flammable and explosive materials also present life safety concerns if they are exposed to heat.
- 2) Costly and delicate nature of cleanup. Any release of a hazardous material requires a thorough and careful clean-up of the site and decontamination of those exposed.
- 3) Operational delays. Delays caused by any HMR and the ensuing evacuation and cleanup processes could lead to significant economic losses due to traffic delays (mobile releases) or operational shut-down (fixed facilities).

## Location and Extent

Areas with multiple chemical facilities experience a greater risk of a chemical incident than other locations. However, almost every community in Lee County has at least one facility that stores, produces, or utilizes a hazardous material. Propane installations are located across the state and their presence increases the risk of an incident. Hazardous material shipments move through the county annually; these shipments can occur at any time, day or night, and by means of road, rail, air and water, and often through areas with urbanized, high traffic volume routes.

Hazardous waste/materials spills may be accidental or intentional, and may occur at fixed facilities or during transportation.

Hazardous materials are widely used in public and private facilities and farms. Numerous facilities in Lee County store, use, dispose, or have the capacity and infrastructure to handle hazardous materials on a regular basis; under Title III of the Emergency Planning and Community Right to Know Act, facilities that meet certain requirements must report to federal, state, and local authorities. These facilities are commonly referred to as "Tier I" or "Tier II" facilities. There are 131 Tier II facilities located in Lee County.

### *Accidental Hazardous Materials Spill*

Hazardous materials accidents can range from a chemical spill on a highway to groundwater contamination by naturally occurring methane gas to a household hazardous materials accident<sup>77</sup>. Potential hazards can occur during any stage of use from production and storage to transportation, use or disposal. Production and storage occurs in chemical plants, gas stations, hospitals, and many other sites. There are many reasons an unintentional hazardous waste/materials spill may occur. Some of these include:

- Malfunction of equipment
- Natural disaster
- Accidents caused by humans<sup>78</sup>

### *Intentional Fixed Facility Hazardous Materials Spill*

Hazardous material spills at fixed facilities may be internal or external to the facility. External releases may involve industrial storage, fires, or malicious acts. External releases may create airborne plumes of chemical, biological, or radiological elements that can affect a wide area and last for hours or days. Internal releases occur inside buildings and can be caused by a chemical spill or release of a biological or radiological agent. Internal releases can affect all

---

<sup>77</sup> University of Idaho Cooperative Extension System, <http://www.uiweb.uidaho.edu/disaster/haz/hazmat.html>

<sup>78</sup> Innovateus, "What is a Chemical Spill?", <http://www.innovateus.net/earth-matters/what-chemical-spill>

occupants of a building, particularly if the material is distributed throughout the building through the heating/ventilation system<sup>79</sup>.

### ***Intentional hazardous material releases at fixed facilities:***

These intentional releases at fixed facilities might include:

- Deliberate release of a hazardous substance by an employee of a facility that stores or uses hazardous materials or produces hazardous waste;
- Deliberate release of a hazardous substance into the water supply
- Detonation of a “dirty bomb” – an explosive device containing radiological or biological substances that are released into the air upon explosion;
- Redirection of toxic waste into water supply or ventilation system; and
- Delivery or placement of a hazardous material inside a building.

### ***Intentional Mobile Hazardous Materials Spill***

Intentional mobile releases may include:

- Release of a chemical, biological, or radiological agent from a moving vehicle or train;
- Use of a vehicle as a dirty bomb, i.e., crashing a vehicle filled with hazardous materials into a structure or building or exploding the vehicle;
- Targeting commercial/industrial chemical containers transported in bulk by both road and rail;
- Release of hazardous materials from airplanes over densely populated areas; and
- Release of hazardous materials into water from a boat.

## **Previous Occurrences**

Accidental HMRs occur frequently at facilities throughout the country—between 2002 and 2007, 43,766 hazardous materials incidents were recorded in only 15 states, including 423 events in schools. The school incidents alone resulted in nearly 900 injuries<sup>80</sup>.

The following is a list of HMR events in Lee County:

**November 27, 2016:** A fuel tanker overturned on a major roadway in Cape Coral, shutting the road down for several hours. The tanker spilled about 9,000 gallons of gasoline all over the road, creating a major fire hazard. Residents living within a half-mile radius of the spill were evacuated from their homes as a precaution<sup>81</sup>.

**December 13, 2016:** Nearly a dozen homes in a community in San Carlos Park were evacuated after a contractor hit a gas line, causing a leak<sup>82</sup>.

Some examples of accidental HMRs at fixed facilities are:

---

<sup>79</sup> U.S. Air Force, “Protective Actions for a Hazardous Material Release”, (22 October 2001), <http://emc.ornl.gov/CSEPPweb/data/Reports/Misc.%20Reports/HAZMAT.pdf>

<sup>80</sup> Wattigney, WA and S Everett Jones. “Hazardous Chemical Incidents in Schools—United States, 2002-2007.” Morbidity and Mortality Weekly Report, 7 November 2008.

<sup>81</sup> <http://www.nbc-2.com/story/33800101/leaking-overturned-fuel-tanker-catches-fire-in-cape-coral>

<sup>82</sup> <http://www.winknews.com/2016/12/13/homes-evacuated-due-to-lee-county-gas-leak/>

**December 19, 2007:** A chemical plant caught fire in Jacksonville, Florida killing four and injuring at least 14 others. The volatile chemicals and fuel additives produced at the plant made rescue operations difficult, and concern over toxic fumes caused an evacuation of the facility<sup>83</sup>.

**May 2007:** 20 employees of an industrial laundry facility in Vista, California were hospitalized after bleach and sulfuric acid were mixed, releasing chlorine gas<sup>84</sup>.

**August of 1996:** In California, an office building and several school buildings were evacuated after workers noticed an unusual odor and became ill. The odor was determined to be herbicide that had spilled, and the cleanup process took several days<sup>85</sup>.

According to best available data at the time of this study, no intentional HMRs have occurred at fixed facilities in Lee County.

United States Department of Transportation Florida State Hazard Mitigation Plan reported 782 total hazardous materials events reported to the State Watch Office from July 2011 to June 15, 2012. Of those events reported, 6.8% involved the evacuation of individuals from the area of impact. Florida has 30,638 miles of pipeline, 91% of which is carrying natural gas. Despite this being an efficient and generally safe means of transporting toxic/volatile material, between 2002 and 2011 there were 36 "serious or significant pipeline incidents" in Florida. This resulted in one fatality, eight injuries, and \$8,126,666 in property damage.<sup>86</sup>

Some examples of accidental mobile HMRs that have occurred in the US include:

- At around 4 AM on June 2, 1999, a tractor-trailer carrying 34,000 pounds of highly explosive black powder overturned at a major interchange in Springfield, Virginia. The incident shut down northbound lanes of Interstate 95 and the outer loop of the Beltway, I-495. The incident took approximately 18 hours to resolve, disrupting both morning and afternoon commutes for thousands. No one was killed.<sup>87</sup>
- On June 20, 1998, a train derailed in Cox Landing, West Virginia. Three of the 30 derailed cars were loaded with hazardous materials and leaked a combined volume of about 21,500 gallons of formaldehyde solution. No one was injured during the derailment, though 15 reported injuries as a result of exposure to formaldehyde.<sup>88</sup>

---

<sup>83</sup> "Florida Chemical Plant Explosion Kills 4." Associated Press. 19 December 2007, <http://www.cbsnews.com/stories/2007/12/19/national/main3633135.shtml>

<sup>84</sup> "Cleanup Winding Down on Vista Hazmat Incident." North County Times. 11 May 2007, [http://www.nctimes.com/articles/2007/05/11/news/top\\_stories/0\\_00\\_000\\_01\\_07.txt](http://www.nctimes.com/articles/2007/05/11/news/top_stories/0_00_000_01_07.txt)

<sup>85</sup> Department of Health and Human Services Agency for Toxic Substances and Disease Registry, [http://www.atsdr.cdc.gov/HAC/pha/sancarlos/sca\\_p1.html](http://www.atsdr.cdc.gov/HAC/pha/sancarlos/sca_p1.html)

<sup>86</sup> Florida State Hazard Mitigation Plan, 2013

<sup>87</sup> Jones, Kenneth L. "Recipe for Disaster." Fire Chief Magazine, 1 August 1999. [http://firechief.com/mag/firefighting\\_recipe\\_disaster/](http://firechief.com/mag/firefighting_recipe_disaster/)

<sup>88</sup> Railroad Accident Report. National Transportation Safety Board. Washington, DC, 20 June 1998. <http://www.nts.gov/publictn/1999/RAR9901.pdf>



## Probability of Future Events

Most HMRs occur with little or no warning, and can be difficult to detect until symptoms present themselves in those affected. Although major chemical incidents seem most threatening, it is the smaller, more routine accidents and spills that have a greater impact on humans, wildlife, economy, and environment. Some of the most common spills involve tanker trucks and railroad tankers containing gasoline, chlorine, or other industrial chemicals.

Accidental hazardous waste/materials spills can be reported immediately following the spill, thus reducing the amount of time the spill is left uncontained. Most hazardous waste/materials spills occur with little or no warning, and can be difficult to detect until symptoms present themselves to those affected.<sup>89</sup> External releases may create airborne plumes of chemical, biological, or radiological elements that can affect a wide area and last for hours or days. Internal releases would most likely require evacuation of a facility for hours to days. Both external and internal releases would require extensive clean-up efforts, which could last days to months depending on the type and magnitude of the spill.

While smaller spills may be more frequent in Lee County, larger, more dangerous spills are infrequent.

## Vulnerability and Risk Assessment

### Hazard Ranking

The priority hazard ranking process for the 2017 HIRA determined Hazardous Materials to be a low priority hazard in Lee County. As described in the profile above, Hazardous Material events within the county are infrequent events with an annual probability of less than 0.5. Hazardous Material events have a low range of impact, accounting for less than \$50,000 in annual damages. The probable hazard magnitude for Hazardous Materials ranges low to medium, including no deaths or injuries recorded, and a one to two-day warning time before an event. [Table 56](#) outlines the hazard rankings for each of the hazard priority criteria related to Hazardous Materials.

Table 56: Hazardous Materials Hazard Priority

Probability	Maximum Impact	Probable Hazard Magnitude Death and Injury	Warning Time	Composite Hazard Index
Low Infrequent events with annual probability < 0.5	Low Annual Damages less than \$50,000	Low No deaths or injuries recorded	Medium 1 - 2 days	Low

### Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations

A hazardous material release event that takes place at a fixed site can have a great impact on the public that lives around that site. The level of impact from this release can vary greatly depending on the type of waste, the amount of contact an individual has with the chemical, and if there is an explosion or fire associated with the event. Immediate notification to the public is critical after a hazardous material release in order to maintain public safety. A hazardous material release event can be particularly costly to clean up, especially when groundwater and soil have been contaminated. Contamination can travel outward from a spill and leave localities and even regions uninhabitable,

<sup>89</sup> U.S. Air Force, "Protective Actions for a Hazardous Material Release",  
<http://emc.ornl.gov/CSEPPweb/data/Reports/Misc.%20Reports/HAZMAT.pdf>

especially when water and food stocks are impacted. These affected areas also become less attractive to tourists and the economy.

Several facilities in Lee County store, use, dispose, or have the capacity and infrastructure to handle hazardous materials on a regular basis. Some facilities that produce or use hazardous waste report their activities to Lee County. Hazardous materials are widely used at facilities such as hospitals, wastewater treatment plants, and farms. Several household products such as cleaning supplies and paint are also considered hazardous materials and can therefore be found at homes and stores throughout Lee. While smaller spills may be more frequent in Lee County, larger, more dangerous spills are infrequent.

A commodity flow study was conducted for Southwest Florida that began in July 2015. As part of the study, the Interstate 75 corridor was observed in Lee County for a two-hour period. During the observation, eighteen vehicles transporting hazardous materials were recorded. Of the vehicles recorded, four were transporting gasoline, three were an unknown corrosive, two were transporting diesel, and two were transporting a hypochlorite solution<sup>90</sup>. This study highlighted the vulnerability of Lee County to hazardous spills as a result of transport vehicle accidents. Every vehicle carrying hazardous materials is at risk for an accident that could release the materials on board. The vehicles also could be used for malicious activity by their drivers or by hijackers.

See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard's vulnerability, risk, and impact to people, property, the environment, and operations.

## Mass Casualty/Mass Fatality

### Description

**Violent Incidents** are primarily considered to be foreign or domestic terrorist attacks, in the form of active shooters and weapons of mass destruction (using biological, chemical, and radiological matter).

**Terrorism** is defined in the Code of Federal Regulations as “the unlawful use of force and violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives.” It is the use of force or violence against persons or property in violation of the criminal laws of the United States for purposes of intimidation, coercion, or ransom.

Communities are eligible to receive support from state and federal agencies under the existing Integrated Emergency Management System when a terrorist incident occurs in that jurisdiction. The Department of Homeland Security is the lead federal agency for supporting state and local response to the consequences of terrorist attacks. Terrorism is often categorized as “domestic” or “international.” The following descriptions explain the difference:

- Domestic terrorism involves groups or individuals whose terrorist activities are directed at elements of the U.S. government or population without foreign direction<sup>91</sup>.

---

<sup>90</sup> <http://www.swfrc.org/content/Agendas/2015/12-Dec/LEPC/Item9%20-%20SWFL%20Hazardous%20Materials%20Commodity%20Flow%20Study.pdf>

<sup>91</sup> State of Florida Enhanced Hazard Mitigation Plan, August 2013

- International terrorism involves groups or individuals whose terrorist activities are foreign-based and/or directed by countries or groups outside the United States or whose activities transcend national boundaries<sup>92</sup>.

This distinction is based not on where the attack occurred but instead on the origin of the individuals or groups that caused it. For example, the 1995 Oklahoma City bombing was an act of domestic terrorism whereas the September 11, 2001 attacks were international in nature. Ultimately, it's the impact of these attacks on life and property that is the highest priority when it comes to mitigation, preparedness, response and recovery.

An **active shooter** is an individual actively engaged in killing or attempting to kill people in a confined and/or populated area.<sup>93</sup> Active shooter incidents can occur in schools, workplaces, places of entertainment, places of worship, and any other location where large groups of people gather. In most cases, active shooters use firearms and there is no pattern or method to their selection of victims. An active shooter can target individual victims in a once-off event or can carry out a **mass shooting** in which four or more persons are shot during an event with no cooling-off period between shootings.<sup>94</sup>

Active shooter and workplace/school violence events can last minutes, hours, or days. Depending on the intent of the perpetrator, damages can be limited or extensive and can involve small firearms or large "stand-off" weapons (for example rocket propelled grenades).<sup>95</sup> In most cases in the United States, armed attacks involve small firearms and are typically of short duration (i.e. less than a few hours). Aggressors may target a specific person or group of people; they may also seek to make a political or social statement.

**Weapons of mass destruction (WMD)** are defined as (1) any destructive device as defined in 18 U.S.C., Section 2332a, which includes any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one quarter ounce, mine or device similar to the above; (2) poison gas; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.<sup>96</sup>

Although bombs are still the weapon of choice for most terrorists, many are beginning to use nuclear, biological, and chemical weapons for their terrorist acts. The ways they spread these contaminants vary by the type used. For an attack on a wider area, terrorists may use crop dusting techniques or introduce the agent into the heat and air conditioning system of a building. The terrorist's goal is to reach the maximum number of people with the minimum amount of nuclear, biological, or chemical material.<sup>97</sup>

## Location and Extent

While it is difficult to predict the exact locations and targets for a terrorist attack, there are certain factors used to select potential targets:

- Produce a large number of victims and mass panic

---

<sup>92</sup> Ibid.

<sup>93</sup> U.S. Department of Homeland Security.

<sup>94</sup> FBI

<sup>95</sup> Reference Manual to Mitigate Potential Terrorist Attacks against Buildings. FEMA Publication 426. December 2003

<sup>96</sup> Ibid.

<sup>97</sup> Ibid.

- Attack places that have a symbolic value
- Get the greatest possible media attention

Terrorists also select targets best suited for the type of material being used. For example, some biological agents are not effective in sunlight. Most chemical agents are more effective indoors with limited airflow. A radioactive material will be most effective where large numbers of people will pass by without detecting it. Terrorists are likely to target heavily populated, enclosed areas like stadiums, government buildings, sporting events, airport terminals, subways, shopping malls, and industrial manufacturing facilities.<sup>98</sup>

Lee County, and much of the rest of Florida, is considered to be vulnerable to violent incidents, especially terrorism, because of the prevalence of tourist attractions such as beaches, sports complexes, and museums. Mass Casualty incidents that are larger in scale would impact hundreds of individuals, cause major loss of life and require significant response resources.

## Previous Occurrences

Table 57 shows the recent history of violent incidents in Lee County. [Table 58](#) shows some of the larger events within Florida since 2011.

Table 57: Violent Incidents in Lee County, Florida

Date	Location	Incident Type	Information
November 2006	Sanibel	Bomb	In Sanibel, Florida, a small bomb was found in a parking lot located among three restaurants. Authorities said the eight inch by two inch by three-inch bomb was connected to a cell phone. It was rigged so that if the phone was called, the device would explode. The Lee County bomb squad responded to the scene and dismantled the device. Two other restaurants and a nearby road were closed for about four hours. <sup>99</sup>
April 14, 2009	Sanibel	Bomb	A suspicious item that discovered on the beach in Sanibel was later determined to be a bomb device. The Lee County Authority Bomb Square arrived at the scene and assumed incident command. The device was detonated by bomb unit personnel. <sup>100</sup>
June 5, 2016	Cape Coral	Active Shooter	A gunman went on a shooting spree in Cape Coral, killing three people and injuring three others. The gunman opened fire at two separate location including a store. <sup>101</sup>
July 25, 2016	Fort Myers	Active Shooter	Two teenagers were killed and at least 18 people were wounded on July 25, 2016 when multiple gunman opened fire outside a nightclub, Club Blu, in Fort Myers, FL. The attack was not considered an act of terror. <sup>102</sup>

<sup>98</sup> Reference Manual to Mitigate Potential Terrorist Attacks against Buildings. FEMA Publication 426. December 2003

<sup>99</sup> Ibid.

<sup>100</sup> [http://www.northfortmyersneighbor.com/page/content\\_detail/id/501173/Bomb-unit-detonates-device-discovered-on-beach.html?nav=5174](http://www.northfortmyersneighbor.com/page/content_detail/id/501173/Bomb-unit-detonates-device-discovered-on-beach.html?nav=5174)

<sup>101</sup> <http://www.abc-7.com/story/32149535/3-killed-including-gunman-in-cape-coral-shooting-spre>

<sup>102</sup> [http://www.nytimes.com/2016/07/26/us/fort-myers-club-blu-shooting.html?\\_r=0](http://www.nytimes.com/2016/07/26/us/fort-myers-club-blu-shooting.html?_r=0)

Table 58: Major Terrorism Events in Florida since September 11, 2001

Date	Event Description
December 2001	Richard Reid unsuccessfully attempted to blow up an American Airlines Paris-to-Miami flight by placing explosives in his shoes. <sup>103</sup>
April 2007	Six schools in six different Central Florida counties received bomb threats over a seven-day period. One threat forced authorities to evacuate East Ridge High School in Lake County and another anonymous note threatened to detonate a bomb at West Port Middle and High School in Marion County. A similar bomb threat occurred that same day at Jones High School in Orlando. Two similar bomb threats occurred at Merritt Island High in Brevard County, followed by the arrests of two teenagers in connection with the bomb threats. <sup>104</sup>
May 2010	The Federal Bureau of Investigation (FBI) investigated a pipe bomb found at the scene of the May 10, 2010 attack at the Islamic Center of Northeast Florida (ICNEF) in Jacksonville, Florida. There were 60 people in the building at the time of the attack. <sup>105</sup>
May 2011	The FBI arrested three Pakistani-Americans, including father and son imams from South Florida mosques, charging them with providing financing and other material support to the Pakistani Taliban. <sup>106</sup>
January 2012	Sami Osmakac, an American citizen born in the former Yugoslavia who is a Florida resident, was charged with plotting a terrorist spree around Tampa, including bombing nightclubs, destroying bridges, and shooting police officers in the name of radical Islam. <sup>107</sup>
June 12, 2016	A gunman named Omar Mateen opened fire at a gay nightclub in Orlando, Florida, killing forty-nine people and injuring at least fifty others. The gunman was killed in a shootout with officers. <sup>108</sup>
January 6, 2017	Esteban Santiago, a U.S. citizen and former member of the National Guard that served in Iraq, opened fire in a baggage claim area of the Fort Lauderdale-Hollywood International Airport. Five people were killed and eight were injured in the attack. The shooter claimed to have carried out the attack on behalf of ISIS, an FBI agent testified. ISIS has not claimed responsibility for this attack. <sup>109</sup>

## Probability of Future Events

The open availability of basic shelf-type chemicals and mail-order biological research materials, coupled with access to even the crudest laboratory facilities, could enable the individual extremist or an organized terrorist faction to manufacture proven highly lethal substances or to fashion less sophisticated weapons of mass destruction (WMD). The use of such weapons could result in mass casualties and long-term contamination and could wreak havoc to both the state and national economies<sup>110</sup>.

<sup>103</sup> State of Florida Enhanced Hazard Mitigation Plan, August 2013.

<sup>104</sup> State of Florida Enhanced Hazard Mitigation Plan, August 2013.

<sup>105</sup> <http://www.realcourage.org/2010/05/florida-fbi-investigation/>

<sup>106</sup> <http://www.nytimes.com/2011/05/15/world/15taliban.html/>

<sup>107</sup> [http://www.nytimes.com/2012/01/10/us/florida-man-charged-with-plotting-strikes-in-name-of-islam.html?\\_r=1](http://www.nytimes.com/2012/01/10/us/florida-man-charged-with-plotting-strikes-in-name-of-islam.html?_r=1)

<sup>108</sup> <https://www.nytimes.com/interactive/2016/06/12/us/what-happened-at-the-orlando-nightclub-shooting.html?rref=collection%2Fnewseventcollection%2F2016-orlando-shooting>

<sup>109</sup> <http://www.cnn.com/2017/01/17/us/fort-lauderdale-shooter-isis-claim/>

<sup>110</sup> State of Florida Enhanced Hazard Mitigation Plan, August 2013.

Unlike natural disasters, there are relatively few methods to predict the time or place of a WMD/terrorist event. This fact negates the “watch” and “warning” time phases. As outlined in the State of Florida Enhanced Hazard Mitigation Plan, the action phases for a WMD/terrorist event will be Prevention, Protection, Mitigation, Response, and Recovery. Activities associated with each action are detailed below:

### *Prevention Phase*

- The actions during this phase are those taken by local, state, and federal agencies to monitor and coordinate intelligence and other potential indicators to prevent, defend against, prepare for, and mitigate the impacts of terrorist attacks against our nation.
- The state uses intelligence provided by Fusion Centers, Joint Terrorism Taskforces, and Regional Domestic Security Taskforces.

### *Protection Phase*

- The actions during this phase are those taken by local, state, and federal agencies to limit the impacts of a potential event on a specific area.
- These actions could occur during the threat of a natural event such as a hurricane, or during a terrorist threat.

### *Mitigation Phase*

- The actions during this phase are those that require time to carry out. They include mitigation, training, planning, public awareness, and any activities that require long-term programs to accomplish their objectives.
- These pre-disaster activities take place in the normal living and working environments of the participants.

### *Response Phase*

- The actions during this phase are those emergency response activities taken during the first 72 hours to a few weeks after the incident.
- These actions are those taken immediately after an incident with the major goal of saving lives, alleviating suffering, and preventing further disaster.
- When responding to disaster events, the National Incident Management System (NIMS) will be used by trained/qualified staff to manage the response actions.

### *Recovery Phase*

- The actions during this phase are those taken during the first one to two months after the incident.
- These actions, which begin immediately after the emergency response operations, have the goal of returning the state and citizens to normal conditions.
- The emphasis will transition from saving lives to cleanup of the affected areas and returning people to normal activities.

## **Vulnerability and Risk Assessment**

### *Hazard Ranking*

The priority hazard ranking process for the 2017 HIRA determined violent incidents to be a low priority hazard in Lee County. As described in the profile above, violent incident events within the county are infrequent events with an annual probability of less than 0.5. Violent incident events have a low range of impact, accounting for less than \$50,000 in annual damages. The probable hazard magnitude for violent incidents is high, including deaths and injuries reported, and less than a 24-hour warning time before the event. [Table 59](#) outlines the hazard rankings for each of the hazard priority criteria related to violent incidents.

**Table 59: Violent Incidents Hazard Priority**

Probability	Maximum Impact	Probable Hazard Magnitude:		Composite Hazard Index
		Death and Injury	Warning Time	
<b>Low</b> Infrequent events with annual probability < 0.5	<b>Low</b> Annual Damages less than \$50,000	<b>High</b> Death and injury reported	<b>High</b> Less than 24 hours	<b>Low</b>

### ***Vulnerability, Risk, and Impact to People, Property, the Environment, and Operations***

While any location in Lee County is at risk of experiencing a mass casualty event, Cape Coral and Fort Myers are population dense areas of the county that could potentially be more likely targets for a mass casualty event, especially one caused by terrorism. Any areas surrounding a mass casualty event will be in danger of additional injuries and fatalities depending on the type of attack. A mass casualty event can be particularly chaotic for first responders who can become quickly overwhelmed by responding simultaneously to the crisis and consequences of an attack. In the event of a terrorist attack, response could become inhibited due to debris on the road, traffic, or airborne disease/chemicals. Access must be coordinated in order to perform effective rescue efforts. First responders may also be targeted in the event of secondary attacks.

In the event of a biological terrorism attack, the diseases or biological agents released could damage plants and infect animals. A radiological dispersion device or an improvised nuclear device could have a long-term impact on the environment and human health. Radiological or nuclear attacks also have the potential to be very costly to remediate. Damage to infrastructure and property from radiological or nuclear attacks, or explosive devices, also can be costly to repair and rebuild.

See the [Consequence Analysis](#) at the end of this section for a more detailed look at this hazard's vulnerability, risk, and impact to people, property, the environment, and operations.

# Consequence Analysis

---

The following consequence analysis analyzes the impact of the hazards identified in the HIRA on:

- 1) The public;
- 2) Responders;
- 3) Continuity of operations including continued delivery of services;
- 4) Property, facilities, and infrastructure;
- 5) The environment;
- 6) The economic condition of the jurisdiction and
- 7) Public confidence in the jurisdiction's governance.

Table 60: Consequence Analysis

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
--------	------------------	---------------------	---------------------------------	----------------------	--	-----------------------	--------------------------	--



Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Animal/Plant Disease Outbreak	<p>Animal and plant disease outbreaks have the potential to have significant consequences for the general public. Depending on the type of animal borne disease, it could be spread to the general public and cause illness and even death. Individuals can become infected by diseases such as rabies or Lyme disease, which can have serious consequences for human health. Contamination of food and water supplies by animal diseases could be disruptive to the normal public routine.</p>	<p>Responders to animal disease outbreaks are typically highly trained professionals. These outbreaks can be highly contagious and have the potential to cause a number of illnesses and deaths in the response and support personnel, thus limiting the capacity to handle the response.</p>	<p>COOP plans ensure that state and local agencies are able to continue performance of essential functions in the wake of an animal or plant disease outbreak.</p>	<p>In response to a severe animal disease outbreak, roads and various transit services may be closed or with altered service in order to protect public safety. These transportation changes could affect the delivery of goods and services, especially increasing delivery time. The magnitude of this effect could be at a local, state, or even nationwide level, depending on the severity of the outbreak.</p>	<p>The impact of animal and plant disease outbreaks on property and infrastructure will be minor due to the nature of the hazard. However, occupants of these properties and facilities may need to take precautions to prevent exposure to these diseases.</p>	<p>Animal and plant disease outbreaks will have the greatest impacts on the environment of an area. Plant diseases could kill off large quantities of a specific species or several species of plants. Animal diseases could cause illness and even death. There is also a risk that animal diseases could spread to humans.</p>	<p>There is a high potential for an animal or plant disease outbreak to cause significant economic damage to the County, especially in agriculture, specifically the citrus industry. Lee County has over 800 farms that contribute to a market value of agricultural products sold totaling over \$100 million. Lee County also raises more than 14,000 head of cattle.</p>	<p>Animal disease outbreaks will instill fear among consumers and bring into question the safety of meat and food products generated in Lee County.</p>

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Coastal Erosion	Coastal erosion may impact homeowners and tourists located along the coast. Over time, coastal erosion can reduce the size of public and private beaches. Sometimes coastal erosion can accompany other hazards such as hurricanes or tropical storms. Coastal erosion may create unsafe swimming conditions for the public.	Beach lifeguards are responsible for the protection of the public and enforcing the necessary beach closures that are associated with coastal erosion, especially as a result of a coastal storm.	COOP plans ensure that state and local agencies are able to continue performance of essential functions in the wake of a coastal erosion event.	Road and bridge closures can result from coastal erosion events in order to protect public safety. When these kinds of closures occur, the ability to deliver goods and services efficiently will be impacted locally, regionally, and even statewide depending on the magnitude and severity of the event.	As shorelines become more eroded, property and infrastructure will be at increasing risk of flooding. In a 2000 report to the United States Congress, FEMA estimated that coastal erosion may cost property owners \$500 million a year in structural damages and loss of land. Erosion events that impact development or infrastructure may cause the release of hazardous substances into the environment such as heating fuel and sewage.	Coastal erosion is the removal of beach and dune sediments primarily due to wave action and tides. This process negatively impacts beaches, wetlands, marshes, and coastal habitats. As these coastal habitats are eroded, coastal communities may experience more frequent and destructive flooding, compromised water supplies, and smaller or fewer beaches.	The coastline is an important part of Lee County's economy including several public beaches. Beach renourishment programs can be used to replace lost sediment due to coastal erosion however these programs can be costly and will not ultimately stop future erosion from occurring.	Governmental response, on all levels, requires direct actions that must be immediate and effective to maintain public confidence.

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Drought/ Extreme Heat	<p>The effects of drought and extreme heat can have severe consequences on the well-being of those more vulnerable to severe conditions, such as the elderly and young children. Prolonged periods of drought can diminish public water supply, leading local utilities to impose water use restrictions. Loss of electricity may impact air conditioning and cooling mechanisms in homes, leading to increased indoor temperatures.</p> <p><b>Public Health Impacts:</b> Physical effects of heat can cause major health problems, dehydration, and may lead to death. People begin to suffer heat-related illness when their bodies are unable to compensate and properly cool. Heat stroke may increase the body temperature to 106 degrees Fahrenheit or higher. Very high body temperatures may damage the brain or other vital organs.</p>	<p>Without proper mitigation efforts to heat, drinking water and proper rest, responders can become hampered in their efforts from extreme heat. Emergency responders will be susceptible to heat stroke and severe dehydration as a result of extreme heat waves. Extreme heat may also damage instruments or equipment necessary for response activities.</p>	<p>Lee County Emergency Management Agency maintains a COOP plan. In the event of extreme heat, the agency will utilize the plan.</p>	<p>The urban areas of Lee County are most likely to experience the hottest temperatures. Extreme heat waves can impact the efficiency of the delivery of goods or services. This results in a cascading effect related to workers being negatively affected by the extreme heat, which in turn drives productivity down significantly. Equipment and vehicles may be damaged due to high temperatures and sun exposure. Extreme heat may also damage goods if exposed to high temperatures for longer periods of time.</p>	<p>With the urban areas of Lee County most likely to experience extreme heat, the infrastructure and property here is considered most vulnerable to this risk. Water treatment plans and reservoirs are directly impacted by periods of drought. Operational efficiency will be impacted and water scarcity will become an issue. Facility integrity is at risk with regards to power cables and stations becoming overheated. This overheating could lead to brownouts in urban areas, especially if power lines are damaged by the heat and air conditioning systems become inoperable. Extreme heat may also lead to spontaneous fires, which can further complicate response operations, as well as soften asphalt and damage highways and roadways.</p>	<p>Droughts often coincide with extreme heat events. Extreme heat can cause significant damage to the local environment by dehydrating vegetation and wildlife, which could create a cascading effect to the surrounding environment. Drought and extreme temperatures may severely decrease the yield of Lee County's citrus industry. Livestock are also adversely affected by drought and extreme heat and may suffer medical problems or death.</p>	<p>Drought and extreme heat drains state, and local resources. Under the most severe drought and heat conditions, some of the costs can be recouped through federal grant reimbursements, but there is a fiscal impact on the local government.</p>	<p>Governmental response, on all levels, requires direct actions that must be immediate and effective to maintain public confidence.</p>

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Epidemic/Pandemic Diseases	Epidemic and pandemic diseases will have far ranging impacts on the citizens of Lee County, especially through mortality and morbidity of the disease. There will also be psychosocial impacts on the population as a result of widespread infection.	First responders with direct patient contact will be at greater risk of infection from epidemic and pandemic diseases. As more healthcare providers become infected, this could impact greater impact the healthcare facilities' staffing and logistics.	COOP plans ensure that state and local agencies are able to continue performance of essential functions in the wake of an epidemic or pandemic.	Road and bridge closures, as well as other transit service disruptions, may occur in order to protect public safety in the event of an epidemic or pandemic. If closures occur, the ability to deliver goods and services efficiently will be impacted locally, regionally, or statewide depending on the magnitude or severity of the event. Measures put in place to limit the exposure of the public to disease could disrupt gatherings and delivery of goods, especially food.	An epidemic or pandemic is not anticipated to impact property or infrastructure directly. Indirect impacts could include increased worker absences from facilities that leads to decreased maintenance and compromises safety or integrity of facilities or plants. Increased absences could also contribute to the loss of basic services such as garbage collection and routine maintenance repairs. Healthcare facilities are the exception: a loss of staff due to absences would directly affect that facility's ability to operate and impact the quality of patient care.	Depending on the severity and type of epidemic and or pandemic disease, there could be considerable impacts on the environment. Diseases that are transmitted from animals to humans or humans to animals may impact agriculture.	The impact of an epidemic or pandemic disease on Lee County's economy would greater depend on the mortality and morbidity rates. The greater the mortality and morbidity rates, the larger the impact on the county's economy. The ability for the area to acquire and sell goods and services would diminish as a result. Over time, as the disease spread, economic effects would compound and potentially cause a breakdown of society at its most basic level.	An epidemic or pandemic has the potential to impact the public's confidence in Lee County's governance. Governmental response, on all levels, requires direct actions that must be immediate and effective to maintain public confidence.

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Flood	<p>Flooding directly impacts members of the public in a low-lying area or floodplain, typically near the coastline, a river, or a lake. Significant flooding events can lead to the damage and loss of homes, property, and businesses, which can impact public morale and safety. Flash flooding and excessive rainfall may lead to dangerous conditions on roadways, as well as create mudslides that may damage property.</p> <p><b>Public Health Impacts:</b> Closures of primary-care physician offices is a major public health concern if flooding causes the buildings to be uninhabitable. Water sources may also become contaminated with toxic material or human waste, and water or sewer systems may be completely disrupted. Vector-associated problems can increase the risk for some mosquito-borne infectious diseases.</p>	<p>Coordinating response to flooding events can be a significant effort by first responders. Fire, police, and emergency responders are often called on to evacuate people from a flood area if flooding is imminent, as well as close roads, pump out flooded basements, attend to the injured, and direct traffic away from the flooded area and roads. First responders may face challenges with transportation and access to a location due to flooded or obstructed roadways. Flash floods due to heavy rainfall can also injure first responders, as well as delay response operations.</p>	<p>Lee County Emergency Management Agency maintains a COOP plan. In the event of flooding, the agency will utilize the plan.</p>	<p>Flooding has the propensity to cause road and bridge closures, as well as disrupt transit service. If any of these shutdowns occur, the ability to deliver goods and services efficiently will be impacted. Exposure to water may also damage or destroy physical goods such as food, clothing, and hygiene products.</p>	<p>Flooding can cause significant property destruction, including water damage to houses and businesses. This in turn impacts the market value of flooded property. In addition, floods can impact schools, hospitals, and other public infrastructure which impacts the public's ability to use these services. Road infrastructure can be impaired or compromised based on the size and scale of flooding, which can also disrupt transportation infrastructure. Water sources can become contaminated with toxic chemicals, dangerous chemicals, or fecal matter. Because water and sewer systems may be disrupted, solid-waste collection and disposal may also be impacted, causing dangerous public health risks.</p>	<p>Rising waters from flooding impact the environment by spreading pollution, inundating water and wastewater treatment plants, carrying debris, and disrupting wildlife and reserve areas. In addition, the standing water following a flooding event can facilitate the spread of vector-associated issues such as mosquitos, disease, and other public health risks.</p>	<p>Significant and repeated flooding can lower property value throughout the county, which can have a deleterious effect on the tax base. Furthermore, flooding drains response resources, which can be costly during a large flooding event for disaster reimbursement.</p>	<p>Ineffective flooding response can decrease the public's confidence in the county's ability to respond and govern. Multi-level government response requires direct actions that must be immediate and effective to maintain public confidence. Efficiency in response and recovery operations is critical in keeping public confidence high.</p>

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Freeze/ Extreme Cold	<p>Lee County residents are particularly susceptible to the dangers of extreme cold and freeze events due to the common lack of heating systems in home. Pipes in homes may freeze and burst, causing disruption of water service, as well as flooding. Extreme cold and freeze events that are coupled with icing can also cause power failures, communication disruption, and dangerous driving conditions. The use of space heaters and fireplaces to sustain warmth increases the risk of household fires and carbon monoxide poisoning. Animals can also be heavily affected, especially if kept outdoors or without shelter.</p> <p><b>Public Health Impacts:</b> Homes can quickly decrease in temperature, especially due to a power outage, and individuals without shelter who face</p>	<p>While extreme cold events are very infrequent in Lee County, the risk still remains to first responders. First responders may face icy and dangerous road conditions, as well as risk personal injury due to working in an extremely cold environment. Ice on roads may lead to vehicular crashes and prolonged response times. First responders will also respond to more cold-related injuries such as hypothermia.</p>	<p>Lee County Emergency Management Agency maintains a COOP plan and in the event of extreme cold, will utilize the plan appropriately to the situation.</p>	<p>Extremely cold temperatures may damage or destroy goods if exposed for longer periods of time. The citrus crop is particularly susceptible to extreme cold and freeze events, resulting in economic losses and plant damage. Delivery of services may be impacted by icy and dangerous transportation conditions, causing food, water, and resource systems to be delayed or halted, as well as personal transportation by the public. Waterways can freeze, stopping barge and ship traffic.</p>	<p>The cascading effects of extreme cold can bring critical infrastructure to a halt. Critical facilities may be shut down or disrupted due to unsafe travel conditions for workers, the risk of serious health problems, or the failure of processes, materials, and machinery. Energy consumption is extremely high during extremely cold conditions due to heating homes, which creates a strain on energy supply. Communities may also face ground freezing problems, which affects the water supply, sanitation, and agriculture.</p>	<p>Extreme cold can freeze crops and food sources, as well as disrupt ecosystems. Citrus crops are particularly at risk to freeze events and when exposed can damage the fruit produced. Pipe ways and critical facility equipment may freeze and break, causing hazardous and dangerous chemicals and materials to spread into human and animal-populated areas, as well as water systems and the food supply. Extremely cold temperatures may injure or kill wildlife.</p>	<p>Local and state agencies, as well as businesses and general commerce, may face a sharp decline in revenue as individuals stay home due to being unable to get to work. Resources from all levels will be utilized and the local government will face fiscal consequences. Energy consumption greatly increases during extremely cold weather due to the increased heating of homes, businesses, and critical facilities for prolonged periods of time. The increase in generating heat energy comes at a high cost for local and state agencies, as well as homeowners.</p>	<p>Extreme cold is a very dangerous threat that can adversely affect the public, first responders, infrastructure, agriculture, economy, and overall county operations. Direct, effective, and timely response by all levels of government is required for public confidence in the state's governance.</p>

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
	<p>prolonged exposure may face cold-related health problems such as frostbite, hypothermia and death. Infants and older adults are particularly at risk.</p>							

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Storm Surge Flooding	<p>Lee County is a vacation and tourist destination. The overlap between hurricane and tourist seasons can seriously impact both tourist populations and residents of coastal areas. Immediate damage to homes, businesses, infrastructure, government facilities, and roadways causes major disruptions in response operations for the entire county, which heavily impacts the public. Longer-term impacts can include population loss and economic destruction. Severe storm surge may injure the public or cause death.</p> <p><b>Public Health Impacts:</b> Extreme flooding and storm surge may cause death or injury for humans and animals. Hazardous waste and material may be introduced into flooding waters, contaminating water supplies as well as standing water. Toxic materials, carcasses, and</p>	<p>Coordinating an evacuation in advance of a significant hurricane or tropical storm event requires enhanced response coordination and causes a substantial strain on resources. First responders also face the hazards flooding, high winds, and storm surge bring, which may lead to personal injury, disease, or death. Critical roadways and response facilities may flood, lose power, or become damaged or destroyed. Response equipment and vehicles may become inoperable or inaccessible, further complicating response and recovery operations.</p>	<p>Lee County Emergency Management maintains a COOP plan. In the event of a hurricane or tropical storm, the county will utilize the plan. COOP plans ensure that local agencies are able to continue performance of essential functions in the wake of a hurricane or tropical storm. Should flooding impact a government building or agency, continuity of operations could be impacted and the agency would need to relocate to their alternate facility as outlined in the COOP plan.</p>	<p>Similar to the impacts of flooding, hurricanes and tropical storms can cause road and bridge closures and transit disruptions to ensure public safety in the wake of the storm. In addition, many businesses in the hurricane evacuation zone shut down to prepare safely for the storm. As such, the ability to deliver goods and services efficiently will be impacted depending on the magnitude of the storm. Goods and delivery vehicles may become damaged, destroyed, or inoperable under the current conditions.</p>	<p>Hurricanes and tropical storms, depending on the magnitude and impact, can cause widespread destruction to property, facilities, and infrastructure. Residential and commercial properties that are damaged or destroyed by a coastal event can face significant recovery efforts. In addition, hurricanes and tropical storms can impact roads, bridges, schools, and hospitals in the evacuation zone through water damage from storm surge, as well as drifting sand from storm winds. Large coastal storms can also cause power outages and disrupt transportation and communications infrastructure, such as roads, bridges, telecommunications towers, and Internet connectivity.</p>	<p>The storm surge associated with hurricanes and tropical storms can cause extensive beach erosion that negatively impact the environment in the long and short term. Changes in habitat and food availability due to flooding and storm surge can heavily impact the health of animals, as well as cause death.</p>	<p>Lee County has a significant tourist industry that furnishes the state economy. A major hurricane or tropical storm could cause damage to beaches, historical sites, and other areas that tourist frequent. In addition, the costs associated with response and recovery, although reimbursable during a federal declaration, are significant and can have cascading impacts on the state economy at large.</p>	<p>Immediate, effective, and direct actions are necessary to build and foster public confidence in county governance. Efficiency in response and recovery operations is critical in keeping public confidence high.</p>



Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
	<p>waste can lead to the spread of disease. Disease vectors such as mosquitos may increasingly spread due to standing water, and may infect humans as well as other animals.</p>							

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Sustained Wind (Tropical Storm)	<p>High sustained winds due to a tropical storm or hurricane can lead to damage of private and public property, vehicles, food sources, trees, and powerlines, as well as cause bodily injury from flying debris. Power outages can lead to disruption of employment, businesses, commerce, communication, and food resources. Hurricane force winds may also cause buildings and structures to collapse, which may cause injury or death.</p> <p><b>Public Health Impacts:</b> The damage of tropical and hurricane force winds may cause chemical and hazardous materials to spread to sources of food, water, and areas utilized by the public as well as animals.</p>	<p>The ability of first responders to conduct their duties may be hindered by high sustained winds, especially if trees, powerlines, and/or debris have impacted roadways and transit. High winds may also destroy property and resources of first responders. High winds may create power outages that can hinder critical communications, access, or usability of resources. Injuries to first responders and equipment may be caused by flying debris, further challenging response operations.</p>	<p>Lee County Emergency Management maintains a COOP plan. In the event of high winds, the agency will utilize the plan.</p>	<p>The delivery of goods and services will be impacted locally, regionally, or statewide if hurricane force winds cause powerlines, debris, and woody debris to fall into roadways or other structures, obstructing passage and access. Excessive winds can also damage suspension bridges, as well as cause damage to transport vehicles, loading docks, and goods being transported. In addition, many businesses in the hurricane evacuation zone shut down to prepare safely for the storm.</p>	<p>The winds associated with a tropical storm or hurricane can cause minor to extreme damage to property, ranging from peeling off surfaces and roofs, to total destruction of foundations and steel-reinforced concrete structures. Excessive winds can uproot and topple trees, lift cars, break windows, and knock out powerlines, leading to power outages to critical facilities. Transportation pathways may become obstructed by hazardous and non-hazardous debris, slowing down response and recovery activities. Water systems and reservoirs may become full of debris, leading to an impact on the water supply system. The ability to disrupt the power supply causes a cascading effect in other critical infrastructure, where electricity utilization is critical.</p>	<p>The impact of high winds on the environment affects foliage, trees, animals, cars, and structures, leading to the chance of hazardous and dangerous chemicals and materials being introduced into local waterways, agriculture, public and private spaces, and can affect fragile ecosystems. The power of high winds has also been harnessed for renewable energy, where wind turbines rotate with the force of the wind, creating electricity.</p>	<p>Lee County has a significant tourist industry that furnishes the state economy. A major hurricane or tropical storm could cause damage to beaches, historical sites, and other areas that tourist frequent. In addition, the costs associated with response and recovery, although reimbursable during a federal declaration, are significant and can have cascading impacts on the state economy at large. While federal grant reimbursements help cover the costs of damage, there is still a fiscal impact on the local government.</p>	<p>Ineffective response both before and after a hurricane or tropical storm can decrease the public's confidence in the state's ability to respond and govern. Governmental response across local, state, regional, and federal levels requires direct actions that must be immediate and effective to maintain public confidence.</p>

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Thunderstorm Winds/Lightning/Hail	<p>Thunderstorms can have high winds, rain, hail, flooding, and excessive lightning, all of which can cause heavy damage, destruction, and injury to the public.</p> <p>Thunderstorms can cause destruction of property, power failures, hazardous materials spills, and even injury or death.</p> <p>Additionally, thunderstorms present some risk to those who are exposed to the elements during such events. Those most at-risk are low-income and homeless individuals without proper shelter from the elements during major thunderstorms.</p> <p><b>Public Health Impacts:</b> Potential health concerns include lightning fatalities and long-term physical and mental effects for survivors.</p>	<p>Thunderstorms can prevent first responders from accessing roadways due to flooding, trees, or debris. Exposure to lightning, flooding, and high winds may also cause injuries to first responders. Vehicles and resources may be damaged, leading to impaired response activities.</p> <p>Extreme caution may need to be exercised if thunderstorms produce major rains or hail, and if visibility is decreased.</p>	<p>Lee County Emergency Management Agency maintains a COOP plan and in the event of thunderstorms, will enact the plan appropriately to the situation.</p> <p>To date, there have been few or no major incidents that have shut down state, county, or municipal governmental operations.</p>	<p>Delivery of services may be impaired by flooding, obstruction, and destruction of roadways and resources. The ability to deliver goods and services will be impacted locally, regionally, or statewide depending on the magnitude of the event.</p> <p>Goods, equipment, and vehicles may become damaged during transport due to the various elements of a thunderstorm.</p>	<p>Power lines and power generators are most at risk from thunderstorms and their by-products.</p> <p>A strike of lightning to a power line could create a cascading affect for isolated power outages or full-scale blackouts depending on the severity of the weather.</p> <p>Building and vehicle damage can occur from hail and airborne debris.</p> <p>Properties and critical facilities also may face foundational and physical damage due to flooding, lightning strike, or excessive winds, delaying response and recovery operations.</p> <p>Power outages and physical damage to structures may cause energy supply and water supply systems to be disrupted or fail. Sewerage systems may be compromised and taken off grid.</p>	<p>Flooding and excessive winds may cause foundational and structural damage, leading to the risk of the spread of hazardous waste among populated areas, water ways, and food sources.</p> <p>Waste and debris from structure damage can contaminate sources of water, food, and safety.</p> <p>In addition, debris and by-products of thunderstorms can impact the environment by: possibly spreading debris and pollution; damaging sewer and wastewater treatment plants; and disturbing the wildlife and natural areas.</p> <p>Lightning strikes may also ignite wooded areas or fields, leading to destruction of agricultural crops, critical ecosystems, and natural habitats.</p>	<p>Flooding, high winds, lightning, and hail can drain state and local resources.</p> <p>By-products of thunderstorms can drain state and local resources. Even if some of the costs can be recouped through federal grant reimbursements (should the event warrant a federal disaster declaration), there is a fiscal impact on the local government.</p>	<p>Ineffective thunderstorm response can decrease the public's confidence in the state's ability to respond and govern.</p> <p>Governmental response across local, state, regional, and federal levels requires direct actions that must be immediate and effective to maintain public confidence.</p>

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Tornado	Tornados typically effect a small but concentrated area. Tornados that touch down can cause extensive damage to infrastructure and be very disruptive to the lives of those impacted. In addition, tornados can cause power failures, hazardous materials spills, and even injury or death.	Fire and police, and emergency responders are called on to evacuate people from the impacted area, close roads, attend to the injured, and direct traffic away from the disaster area. Tornados can make response in the aftermath of a tornado quite challenging due to downed trees and debris blocking roadways.	COOP plans ensure that state and local agencies are able to continue performance of essential functions in the wake of a tornado.	Road and bridge closures, as well as transportation service disruptions, may occur as a result of downed trees and debris on the roadway after a tornado. The ability to deliver goods and services will be impacted locally and regionally depending on the magnitude of the tornado. Goods, equipment, and vehicles may become damaged during transport from the high winds and airborne debris during a tornado.	Tornados have the potential to cause significant property damage to property, facilities, and infrastructure along the path of touch down. The high winds associated with a tornado can pull roofs off of homes and blow out windows. Strong tornados can cause large objects to become airborne causing significant structural damage. Mobile home parks are particularly susceptible to experiencing destruction during a tornado.	Tornados have the potential to impact the environment by spreading debris and pollution and disturbing wildlife and natural areas.	Tornados can drain local and county resources due to the high damage potential of these events. Even if some of the costs can be recouped through federal grant reimbursements, there is a fiscal impact on the local government.	Governmental response, on all levels – state, county and local, requires direct actions that must be immediate and effective to maintain public confidence.

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Wildfire	<p>The effect of fire can extend beyond the initial impact caused by fire damage. Deaths from fires and burns are the fifth most common cause of unintentional injury deaths in the United States. People located in the immediate area of the fire face the risk of relocation for unknown periods of time, especially due to complete destruction of a certain area. Since 2003, major changes have occurred in fire prevention and management in public venues, decreasing the risk to the public of a major fire.</p> <p><b>Public Health Impacts:</b> Fire, whether urban or wildfire, can release toxic components which can cause adverse health effects in people as well as animals. The respiratory and cardiovascular systems are most affected by fire and smoke inhalation, and psychological and psychiatric problems may arise as well due to</p>	<p>Fire, police, and emergency responders are called on to evacuate people from the fire area, close roads, create fire breaks, attend to the injured, and direct traffic away from the area. First responders may also have to deal with the psychological reactions of the public during an extreme event, such as trauma and shock. Firefighters are at a higher risk of smoke inhalation, burns, and health problems due to working in close proximity to fires and the subsequent smoke.</p>	<p>COOP plans are a requirement of the state and local governments. COOP plans provide the framework to ensure that state and local agencies are able to continue performance of essential functions under a broad range of circumstances such as large fire events.</p>	<p>Fires can cause disruption of services in the event of a wildfire in the impacted area. If a fire does occur, the ability to deliver goods and services efficiently could be impacted locally, regionally, or statewide depending on the magnitude of the event and level of service disruptions. Normal operations would be affected and could lead to a drop in level of services or inability to provide certain services. Goods and facilities may also be damaged or destroyed by fire, smoke, or extremely high temperatures. There may also be an increased demand on health services due to the challenge of access to healthcare facilities by patients with chronic healthcare conditions.</p>	<p>Fire can damage or completely destroy property and critical facilities, as well as lead to interruption of the power supply system. A fire of significant strength can cause major damage to buildings or farmland. Large fires may also interrupt transportation systems such as train and bus lines, creating a challenge for public transit, especially during evacuation.</p>	<p>Fires can cause significant impact to the environment by: spreading pollution; creating health problems; carrying ash and smoke; damaging agricultural crops; and disturbing the wildlife and natural areas. Water and soil pollution caused by fire can cause longer term threats to human and ecosystem health. Fire damage may also affect soil formation, nutrient cycling, and carbon sequestration and storage. An important component of recovery also includes restoring sensitive habitats and environments that were damaged.</p>	<p>Fires drain state and local resources. There is a fiscal impact on the local government even if costs can be recouped by federal grants. Lee County's agriculture and tourism are a major component of the economy. Major fires can cause significant impact to those sectors, further draining county resources. Costs may be associated with loss of income from the land following incidents, the cost of damage to property, firefighting, and restoring sensitive habitats and environments.</p>	<p>Governmental response, on all levels – state and local – requires direct actions that must be immediate and effective to maintain public confidence.</p>

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
	<p>exposure to the traumatic event. Young children and the elderly are especially vulnerable to health and medical issues stemming from fire and smoke exposure.</p>							

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Aircraft Crash	Depending on the severity of an aircraft crash, it can result in injury and death of passengers. Mass casualty of passengers will impact their families, friends, and communities.	Response time could be impacted if the aircraft crash has caused damage to roads or bridges that has resulted in closures. The crash of a large passenger		Road and bridge closures, as well as transportation service disruptions, may occur as a result of an aircraft crash in order to protect public safety. The ability to deliver goods and services will be impacted locally and regionally depending on the extent of closures.	Property, facilities and infrastructure can sustain damage if impacted by an aircraft crash. Depending on the severity of the impact, repair of damages could be costly.	An aircraft crash can result in a fuel spill that can contaminate an area with hazardous material. Jet engine fuel can have a negative effect on natural environments, especially if it enters a waterway where the contamination can spread very quickly. Aquatic animals and plants will be directly impacted by this kind of water contamination.	The county's economy will not experience a large impact as a result of an aircraft crash since this is a localized event. If damages occurred on county property, some costs would be incurred to repair damages.	The public's confidence in county governance will depend entirely on the initial response to an aircraft crash. A well planned response to an event can lead to a successful mitigation and the establishment of public confidence in the government's ability to respond.

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Cyberattack	<p>The public is heavily reliant on technology for daily life, including cell phones, handheld devices such as tablets, and computers. Any disruption to this technology caused by a cyberattack could impair the ability for the public to conduct basic activities, such as communications and mobile banking.</p> <p><b>Public Health Impacts:</b> Although mostly indirect, public health impacts of cybersecurity incidents may include loss of access of important medical information and services, personal information, and unwanted sharing or dissemination of that information to other parties. Disruption in attaining medical help or resources may delay receiving proper medical attention or care.</p>	<p>Cyberattacks can interfere with emergency response communication and activities. Given that many first responders rely on technology both at operations center and in the field, a cyberattack could impair the ability to communicate. For example, many agencies rely on technology to notify and route responders to the scene of the emergency. More specifically, 911 dispatch centers rely on technology which makes them vulnerable to cyber exploits. In addition, the nebulous nature of a cyberattack makes coordinated response convoluted and complicated.</p>	<p>A cyberattack could cause significant communications or energy-based disruptions. Specifically, agencies that rely on electronic backup of critical files are vulnerable to cyberattack. In these instances, activating COOP plans that account for such disruptions is key. The COOP plan should ensure that agencies are able to continue performance of essential functions even in the wake of a cyberattack that disrupts access to technology.</p>	<p>In today's world, the delivery of goods and services is heavily reliant of technology for the facilitation of transactions. A cyberattack could significantly disrupt the delivery of goods and services to the extent upon which businesses and entities rely on technology for the delivery of their materials.</p>	<p>Property and facilities may become either uninhabitable or unusable as a result of a cyberattack, particularly if their infrastructure is reliant on technology for sustainability. In addition, a significant majority of critical infrastructure systems are in some way tied to technology, oftentimes through virtual operations and supervisory control and data acquisition (SCADA) systems. Therefore, a cyberattack could disable the vast majority of systems which control these pieces of critical infrastructure, as well as traffic control, dispatch, utility, and response systems.</p>	<p>Targeted cyberattacks can impact water or wastewater treatment facilities. The disruption of the virtual systems tied to this infrastructure could cause water pollution or contamination and subsequent environmental issues. In addition, a cyberattack could impact the environment if a release of a hazardous material was triggered as a cascading effect of the incident.</p>	<p>A significant cyberattack could have glaring ramifications on the state economy. Society is heavily reliant on electronic-based commerce through mobile banking, automated teller machines, and electronic trading. Any disruption to daily activities by a cyberattack can have disastrous impacts to the economy, effectively halting the ability to conduct transactions electronically.</p>	<p>In the case of a cyberattack in which significant amounts of data is stolen, the government's inability to protect confidential personal data would impact confidence in the state. Such an incident would also subsequently cause pause regarding the security of using electronic systems for government services.</p>



Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
<p><b>Hazardous Materials Release</b></p>	<p>A hazardous material release event that takes place at a fixed site can have a great impact on the public that lives around that site. The level of impact from this release could vary greater, depending on the type of waste, the amount of contact an individual has with the chemical, and if there is an explosion or fire associated with the event. Immediate notification to the public is critical after a hazardous material release in order to maintain public safety.</p> <p><b>Public Health Impacts:</b> The public's health can be greatly impacted by a hazardous material release through short or long term contact with a chemical. Exposure can occur through exposure to contaminated water, air, or direct contact.</p>	<p>When hazardous materials are released, a specialized crew of first responders will work to initially contain the spill. First responders put their health and even life at risk if proper precautions and personal protective equipment are not used during a hazardous material release event.</p>	<p>A hazardous materials release event occurring at a fixed site will have an impact on the continuity of operations in the immediate area of the event.</p>	<p>Road and bridge closures, as well as transportation service disruptions, may occur as a result of a hazardous material release in order to protect public safety. The ability to deliver goods and services will be impacted locally and regionally depending on the extent of closures.</p>	<p>Infrastructure and property is at risk of contamination during a hazardous material release and could become generally unusable depending on the nature of the event. An industrial or business site may become impossible to occupy if it's contaminated after a spill. Facilities in the immediate vicinity of a hazardous waste event could become temporarily or permanently uninhabitable due to contamination.</p>	<p>The impact on the environment will vary depending on the location and extent of the contamination. In the event of a hazardous material release, the animals, plants and wildlife surrounding the spill will be impacted. Groundwater and soil can become contaminated when exposed to hazardous material.</p>	<p>A hazardous material release event can be particularly costly to clean up, especially when groundwater and soil have been contaminated. Contamination can travel outward from a spill and leave localities and even regions uninhabitable, especially when water and food stocks are impacted. These affected areas also become less attractive to tourists and the economy.</p>	<p>The public's confidence in county governance will depend entirely on the initial response to a hazardous materials release event. A well planned response to an event can lead to a successful mitigation and the establishment of public confidence in the government's ability to respond.</p>

Hazard	Impact on Public	Impact on Responder	Continuity of Operations (COOP)	Delivery of Services	Property, Facilities, and Infrastructure	Impact on Environment	Impact on County Economy	Public Confidence in the County's Governance
Mass Casualty/Mass Fatality	Cape Coral and Fort Myers are population dense areas of Lee County that could be targets for a mass casualty event, especially one caused by terrorism. The public in an area surrounding an event will be in grave danger.	A mass casualty event can be particularly chaotic for first responders who can become quickly overwhelmed by responding simultaneously to the crisis and consequences of an attack. In the event of a terrorist attack, response could become inhibited due to debris on the road, traffic, or airborne disease/chemicals. Access must be coordinated in order to perform effective rescue efforts. First responders may be targeted in the event of secondary attacks.		Road and bridge closures, as well as transit service disruptions, to protect public safety may be a consequence. If they do occur, the ability to deliver goods and services efficiently will be impacted locally, regionally, or statewide depending on the magnitude of the event and level of service disruptions.	Property and facilities could be damaged as a result of a mass casualty event, especially if explosives are involved. Government facilities may suffer damage of destruction as a result of a terrorist attack. If facilities are affected they may lose their ability to conduct normal operations.	If a biological terrorism attack occurs, the diseases released could damage plants and infect animals. A radiological dispersion device or an improvised nuclear device could have a long term impact on the environment and human health.	Radiological or nuclear attacks could be very costly to remediate. Damage to infrastructure and property from explosives will also be very costly to repair and rebuild.	The public's confidence in county governance will depend entirely on the initial response to a mass casualty event. A well planned response to an event can lead to a successful mitigation and the establishment of public confidence in the government's ability to respond.

# Conclusions on Vulnerability Assessment

The hazard profiles presented in this section were developed using best available data and result in what may be considered principally a qualitative assessment. It relies heavily on historical and anecdotal data, stakeholder input, and professional and experienced judgment regarding observed and/or anticipated hazard impacts. It also carefully considers the findings in other relevant plans, studies and technical reports.

## Loss Estimates

As described in the hazard-specific estimated loss sections, the County has experienced at least 606 hazard events since 1950, as recorded in the NOAA NCEI Storm Events Database. Table 61 summarizes the estimated annualized damages.

Table 61: Summary of Estimated Annualized Damages by Hazard Type

Hazards	Annualized Occurrence	Per Year Total Damage	Annualized Deaths Reported	Annualized Injuries Reported
<b>Natural Hazards</b>				
Animal/Plant Disease Outbreak	1	\$278,000	0	0
Coastal Erosion	0.15	\$0	0	0
Drought/Extreme Heat	0.21	\$0	0.211	0
Epidemic/Pandemic Disease	1	\$0	0.092	0.51
Flood	2.3	\$201,000	0	0.0952
Freeze/Extreme Cold	0.76	\$1,590,000	0	0
Storm Surge Flooding	0.31	\$184,000	0	0
Sustained Wind (Tropical Cyclone)	0.71	\$128,000,000	0.0952	1.43
Thunderstorm Winds/Lightning/Hail	6.2	\$564,000	0.2	0.467
Tornado	2.1	\$951,000	0.0156	0.516
Wildfire	0.72	\$59,700	0	0
<b>Manmade Hazards</b>				
Aircraft Crash	0.71	\$0	0.857	0.429
Cyberattacks	0.5	\$0	0	0
Hazardous Materials Release	0.19	\$0	0	0
Mass Casualty/Mass Fatality	0.4	\$0	5	21
<b>Totals</b>	<b>17.103</b>	<b>\$132,000,000</b>	<b>6.47</b>	<b>24.4</b>

## Critical Facilities

As described in each hazard-specific section, hazards with defined spatial extents were intersected with critical facility locations. [Table 62](#) summarizes the number of critical facilities within Lee County that are exposed to natural hazards like Flood, Wildfire, and Coastal Erosion. The WUI Risk Index includes critical facilities in a Risk Index zone equal to or greater than -5, considered “moderate impact”.

Table 62: Critical Facilities Impacted by Flood, Wildfire and Coastal Erosion

City Name	Flood Zone		WUI Risk Index $\geq -5$	Coastal Erosion Zone
City of Bonita Springs	A	1	21,314	N/A
	AE	22		
	X	46		
City of Cape Coral	AE	67	38,825	N/A
	X	51		
City of Fort Myers	A	1	15,146	N/A
	AE	52		
	X	6		
City of Sanibel	AE	29	4,615	N/A
	VE	2		
Town of Fort Myers Beach	AE	14	2,635	14
	VE	11		
Unincorporated County	A	6	110,395	5
	AE	283		
	VE	4		
	X	82		
Village of Estero	AE	23	15,239	N/A
	X	10		

## Hazard Ranking

The purpose of the hazard ranking is to categorize and prioritize all potential hazards for Lee County based on risk. Combined with the asset inventory and quantitative vulnerability assessment, the summary hazard classifications allow for the prioritization of those high hazard risks for mitigation planning purposes, and more specifically, the identification of hazard mitigation opportunities for Lee County to consider as part of their proposed mitigation strategy. Each hazard was ranked from 1 (low), 2 (medium), and 3 (high) in four categories, which were then weighted and averaged together to develop a Composite Hazard Index. This index was then used to rank the hazards as High, Medium, or Low overall to give the community some sense of how the hazards ranked in comparison to the others. Table 5 provides a summary of the categories used to rank the hazards and their weighted values for the Composite Hazard Index.

The overall summary of the different hazards is shown in [Table 63](#). The four highest priority hazards were Tornados, Thunderstorms, Flooding, and Hurricane Wind Damage and were labeled as composite high priority. The composite

medium priority hazards were Aircraft Crashes, Wildfire, Epidemics Diseases, and Storm Surge Flooding. Violent Incidents, Coastal Erosion, Drought/Extreme Heat, and Cyber Attacks have a low Composite Hazard Index, but ranked high in one or more of the individual categories that make up the composite index.

Table 63: Overall Hazard Priority Summary

Hazard	Probability	Maximum Impact	Probable Hazard Magnitude Death and Injury	Warning Time	Composite Hazard Index
Coastal Erosion	High	Low	Low	Low	Low
Storm Surge Flooding	Low	High	Low	Medium	Medium
Drought/Extreme Heat	Low	Low	High	Low	Low
Flooding	High	High	Medium	High	High
Freeze/Extreme Cold	Medium	Low	Low	Low	Low
Hurricane Wind Damage	Medium	High	High	Medium	High
Thunderstorm Winds/Lightning/Hail	High	High	High	Medium	High
Tornado	High	High	High	High	High
Wildfire	Medium	Medium	Low	High	Medium
Aircraft Crashes	Low	Low	Medium	High	Medium
Cyberattacks	Low	Low	Low	High	Medium
Epidemic/Pandemic Diseases	Medium	Low	High	Medium	Medium
Exotic Pests/Diseases	Medium	Low	Low	Low	Low
Hazardous Materials	Low	Low	Low	Medium	Low
Violent Incidents	Low	Low	High	High	Low



# **GOALS AND OBJECTIVES**

# Introduction

---

This section presents the hazard mitigation goals and objectives to reduce or avoid long-term vulnerabilities to those hazards contained in the vulnerability assessment and the guiding principles underlying the development of these goals and objectives. For the update to be adopted in 2017, the LMS Working Group reviewed and decided to retain the goals and objectives from the previous update.

## *Guiding Principles*

Principles guiding the county's hazard mitigation effort have been identified in the Lee County CEMP's Mitigation Function section. The principles presented here serve as the framework for organizing the Local Mitigation Strategy's Goals and Objectives.

The Local Mitigation Strategy should consider:

- Preventive activities that focus on reducing the risk to people and property from identified hazards.
- Property protection activities to reduce or avert property damage on a building by building or parcel basis.
- Natural resource protection activities to preserve or maintain natural areas.
- Emergency services measures or activities, taken during the disaster incident, caused by an identified hazard, that reduce its impact.
- Structural projects that help keep the hazard's impact away from an identified area.
- Public information activities that advise property owners, potential property owners, and visitors about hazards, and ways to protect people and property from hazards.
- Pre- and post- disaster redevelopment and mitigation policies and procedures designed to reduce or avert the community's future disaster potential

# Local Mitigation Strategy Goals and Objectives

---

## Goal 1

Support prevention activities and projects that reduce the risk of life and damage to property from identified hazards.

### *Objective 1.1*

Preventive activities that are addressed in various comprehensive planning and land development regulations shall be governed by the appropriate goals, objectives and policies contained in the following documents:

- **City of Bonita Springs:** City of Bonita Springs Comprehensive Plan
- **Cape Coral:** City of Cape Coral Comprehensive Plan Coastal Management Element
- **City of Fort Myers:** The City of Fort Myers Comprehensive Plan
- **City of Sanibel:** The Sanibel Plan
- **Town of Fort Myers Beach:** Fort Myers Beach Comprehensive Plan
- **Unincorporated Lee County:** Lee Comprehensive Plan and Lee County Land Development Code

### *Objective 1.2*

Continue to support the efforts to purchase environmentally sensitive areas that promote the preservation of open space in specified hazard areas using Conservation 2020 funds, and to leverage other funding sources by working with state land acquisition and land management agencies.

### *Objective 1.3*

Continue to enforce floodplain regulations that provide greater flood protection than required under current National Flood Insurance Program standards.

### *Objective 1.4*

Continue to support the South Florida Water Management District's efforts to increase the storage capacity to retain stormwater in the Estero Watershed.

### *Objective 1.5*

Give high priority to projects that improve the ability of current drainage systems to convey or divert stormwater flooding from areas of the county and municipalities that have suffered repeated flooding events.

### *Objective 1.6*

Beach and dune maintenance projects designed to maintain and preserve the private and public investment of coastal areas shall be funded according to the County's, the component municipalities', Captiva Erosion Prevention District's beach erosion control plans and the Strategic State Beach Management Plan.



### ***Objective 1.7***

Continue programs supporting the Lee Plan and municipal comprehensive planning initiatives and land development regulations.

### ***Objective 1.8***

Continue enforcement of current land development and floodplain regulations.

### ***Objective 1.9***

Continue to support and seek funding for current surface water management program improvements.

### ***Objective 1.10***

Review developments falling below SFWMD review for water quantity requirements.

### ***Objective 1.11***

Continue current drainage system maintenance program of County canals & roadside ditches.

### ***Objective 1.12***

Evaluate and recommend changes to County and municipal codes and ordinances to assure sufficient protection of the public's safety and property to natural and human caused hazards.

### ***Objective 1.13***

Continue to implement Long Range Beach Erosion Control planning initiatives.

### ***Objective 1.14***

High hazard area developments within already approved development levels should prepare refuge space on site and/or still contribute to shelter space off site.

## **Goal 2**

Support activities and projects that reduce or avert property damage on properties that have suffered repeated damage from identified hazards.

### ***Objective 2.1***

Consider projects to acquire and/or relocate repetitive loss properties, as defined by the Federal Emergency Management Agency that have a benefit to cost ratio of 1.0 or better.

### ***Objective 2.2***

Consider projects to elevate, or otherwise retrofit, repetitive loss properties, as defined by the Federal Emergency Management Agency, that have a benefit to cost ratio of 1.0 or better.

### ***Objective 2.3***

Examine the feasibility of enacting development standards in urban/wild land interface areas to mitigate future fire losses, which will include vegetative buffers, fire-resistant roofing materials, screened gable and roof openings, and minimum driveway width requirements for fire response vehicles.

#### ***Objective 2.4***

Attempt to improve the county and the component municipalities Building Code Effectiveness Rating System ratings to reduce homeowner insurance policy rates on new construction.

#### ***Objective 2.5***

Continue and/or enact freeboard requirement for new construction located in the B, C, and X Zones of the community's floodplain.

#### ***Objective 2.6***

Incorporate hazard mitigation measures in any rehabilitation or reuse of existing public facilities, structures, buildings, and registered historic structures.

#### ***Objective 2.7***

Hazard-proof existing and proposed critical facilities and registered historic structures, in regards to location and construction.

### **Goal 3**

Support natural resource protection activities that preserve or maintain natural areas.

#### ***Objective 3.1***

Continue current wetland coordinating/evaluation programs with state and water management agencies.

#### ***Objective 3.2***

Continue enforcing erosion sedimentation and control regulations that reduce how much sediment enters natural areas when development takes place.

#### ***Objective 3.3***

Support the continued purchase of lands through several local, state and federal programs that promote the preservation of natural areas.

#### ***Objective 3.4***

Support the continued efforts to conserve, preserve, and restore forest, wetlands and coastal natural features, and to renourish the beach front and other natural resource areas.

#### ***Objective 3.5***

Protect and restore the ecological functions of wetland systems to ensure their long-term environmental, economic, and recreational values, including hazard mitigation practices.

### ***Objective 3.6***

Promote the use of agricultural practices which are compatible with the protection of natural systems.

### ***Objective 3.7***

Reassess build-out population in the Coastal High Hazard area, and determine how it can be reduced. Build-out population can be reduced via public acquisition of lands such as the Conservation 2020 program or other state programs, or through transfer of development rights programs.

## **Goal 4**

Support the achievement of emergency services activities taken during a disaster incident to reduce the hazard's impact.

### ***Objective 4.1***

Continue efforts to gain a better understanding of the community's vulnerability to flood, wind, erosion, drought, and wildfire impacts through hazard identification and vulnerability assessment studies.

### ***Objective 4.2***

Continue the program to place additional water gauging stations equipped with telemetry access to monitor water/groundwater levels.

### ***Objective 4.3***

Continue to support projects that fund building or retrofit projects that reduce the community's hurricane shelter space deficit.

### ***Objective 4.4***

Support efforts to fund improvements to critical roadway links causing congestion on evacuation routes.

### ***Objective 4.5***

Continue efforts to identify and fund critical facilities that need mitigation protection due to their importance in helping the community respond to and recover from identified hazards.

### ***Objective 4.6***

Floodproofing of critical facilities within the defined Coastal High Hazard Area shall receive priority for grant funding requests.

### ***Objective 4.7***

Examine the feasibility of designing water, sewer, and power infrastructure facilities so that they can function during significant flooding events.

### ***Objective 4.8***

Each component municipality will either prepare a comprehensive emergency management plan (CEMP) or fall under the County's CEMP.

#### ***Objective 4.9***

Identify and encourage incorporation of emergency power supplies to critical facilities and other public and private facilities integral to the operation, particularly with respect to health and safety support functions.

#### ***Objective 4.10***

Evaluate the effectiveness of existing emergency power supplies to critical facilities and implement enhancements as needed to provide three to five days of functional operation.

#### ***Objective 4.11***

Continue to refine the vulnerability assessment of residents and properties to natural and human caused hazards based on the latest scientific and technically based data.

#### ***Objective 4.12***

Continue developing and refining plans for the safe evacuation of residents exposed to natural and human caused hazards, to include alternative modes of transportation to be used following a disaster.

#### ***Objective 4.13***

Provide wind protection measures to public buildings that will serve critical roles in response recovery activities.

#### ***Objective 4.14***

Continue funding current hazard warning program.

#### ***Objective 4.15***

Identify suitable locations for temporary housing sites.

#### ***Objective 4.16***

Continue to develop health and safety emergency plans supporting county and municipal comprehensive emergency management plans.

#### ***Objective 4.17***

Continue to support Geographic Division operations after disasters.

## **Goal 5**

Support efforts to obtain funding for engineered projects that help keep the hazard's impact away from identified vulnerable areas.

#### ***Objective 5.1***

Seek funding to design and complete capital improvements to improve stormwater flow and water quality to include continuing maintenance of creeks and flow ways, the Clean and Snag program and the Neighborhood Improvement Program for certain communities.

### *Objective 5.2*

Support the policy of using diversions to restore historical water flows and basin boundaries altered due to development, road construction or past agricultural practices and patterns when they pose no adverse impact to nearby properties or when the impact is adequately accommodated.

### *Objective 5.3*

Support efforts to fund channel modifications contained in Lee County's Surface Water Management Plan.

### *Objective 5.4*

Continue to work towards shuttering and floodproofing essential community buildings.

### *Objective 5.5*

Support efforts to restore and maintain beaches that reduce the hazard's impact to vulnerable areas and protect infrastructure.

## Goal 6

Encourage public support and commitment to local hazard mitigation efforts by showing its benefits through public information activities that advise property owners, potential property owners, and visitors about hazards, and ways to protect people and property from these hazards and the benefits of protecting our natural resources.

### *Objective 6.1*

Develop and carry out public information programs for hazard mitigation that emphasize its direct benefits to citizens, including the public and private sector.

### *Objective 6.2*

Maintain a comprehensive multi-media /multi-lingual public information strategy to disseminate information programs on hazard mitigation that uses several communication methods, including the public and private library system, the public and private school system, the Lee County All-Hazards Guide, community awareness seminars for citizens and business interests, the community's web sites, and other communication devices such as electronic message boards and social media.

### *Objective 6.3*

Continue to work with community realty associations to improve participation in the voluntary real estate disclosure program for flood hazards.

### *Objective 6.4*

Continue efforts to support funding programs that provide assistance to property owners on ways to mitigate property from identified hazards.

### ***Objective 6.5***

Continue current map information programs.

### ***Objective 6.6***

Annually send repetitive property loss owners information on ways to reduce flood losses.

### ***Objective 6.7***

Continue to distribute Lee County Flood Brochure to local real estate agencies.

### ***Objective 6.8***

Encourage participation in the Multijurisdictional Program for Public Information to promote county-wide floodplain management efforts.

## **Goal 7**

Maintain current pre-and post disaster redevelopment and mitigation policies and procedures designed to reduce or avert the community's future disaster potential.

### ***Objective 7.1***

Post disaster redevelopment and hazard mitigation policies and procedures shall be governed by goals, objectives and policies contained in Post Disaster Redevelopment Plans.

### ***Objective 7.2***

Objectives and policies contained in all existing and developing Post Disaster Redevelopment Plans shall be carried out through the appropriately adopted Post Disaster Ordinances following a major or catastrophic disaster.

### ***Objective 7.3***

In areas that have been severely devastated, establish a multi-agency team within the Recovery Task Force to undertake changes to plats or multiple parcel sites to provide for a better community reconstruction strategy, rather than just issuing emergency permits.

### ***Objective 7.4***

Consider amending community land development regulations to require eradication of exotic vegetation that poses a health and safety threat to the proposed development or potentially blocks access to response agencies.





# **MITIGATION INITIATIVES**



# Introduction

---

Determining and ranking mitigation initiatives focuses on specific projects that address goals and objectives contained in this Joint Unified Local Mitigation Strategy. This procedure will be carried out by the LMS Working Group using the ranking process described in this section. The current mitigation initiatives projects and their ranking approved by the Working Group are also presented.

On-going programs established to address goals and objectives in the LMS will be identified in an approved action plan. This plan contains a short title or description of the program supporting the mitigation strategy's goals and objectives, the dollar amount set aside in the current budget year for the program, who is responsible for administering the program, and the status of the program's activities. It will also track initiatives that have received funding.

## *Ranking Mitigation Initiatives*

Based on the vulnerability assessment and risk analysis completed in the risk analysis presented in this LMS, hazard mitigation initiatives and projects have been identified. These projects are ranked according to criteria approved by the LMS Working Group. The process focuses on assigning a priority to projects or studies designed to avoid, avert or reduce impacts of identified hazards and further assigns a numerical score that represents its priority based on how well the project meets each identified criterion. The Working Group documents ranking based on the greatest opportunity for loss reduction.

Ranking of proposed projects is conducted by the entire voting LMS Working Group present at the meetings when ranking determinations are made. The sponsoring agency/organization presenting a project for consideration completed a ranking worksheet, assigning a value for each criterion except for the "Level of Public Demand" condition. The Working Group then reviewed the project, assigned a value for the above-named criterion, reviewed the presented score for accuracy, and approved a priority ranking for the proposed project. This process is completed for all projects regardless of jurisdiction or sponsoring agency. Each member organization gets one vote.

Appendix C: Public Involvement and Meeting Materials shows the *Mitigation Initiative Ranking Worksheet* used by project sponsors and the Working Group members to evaluate the mitigation initiatives. Committee members received a completed worksheet for any projects being proposed for inclusion in the Joint Unified Local Mitigation Strategy. Projects were then ranked according to the total number score determined for each project.

The parameters used to rank the projects include the following:

- Addressed in Community Comprehensive Plans, Programs and Policies:
- Consistent with existing regulatory framework:
- Probability of funding:(with local funds)
- Community Rating System Credit
- Community Benefit
- Community Exposure to identified hazard:
- Level of Public Demand, County wide
- Complexity of Implementation:
- Estimated Ratio of Benefit vs. Cost: (FEMA cost benefit analysis preferred)

- Critical Service Improvement:
- Time frame to complete project:

Hurricane shelter projects go through an additional set of parameters that evaluates such factors as: storm surge vulnerability, building construction, increase in shelter capacity, and project cost effectiveness. Any projects submitted for federal funding must include a cost benefit analysis using approved methodology and consider dollars lost to the community.

## *Mitigation Initiatives*

The following pages contain the current Joint Unified Local Mitigation Strategy Initiatives for Lee County. They include the ranking for each project submitted by Lee County and municipalities including the initial score, the public demand score and the total score, its estimated cost, whether the project is eligible for Hazard Mitigation Grant Program (HMGP) funding, and comments on project completion or status.

Each mitigation initiative listed in the table below has been strategically selected for its promising potential to contribute to Lee County's overall reduction in risk.

## New 2017 Mitigation Actions

Jurisdiction	Project Name	Estimated Cost	Actual Score	Demanded Score	Potential Fund	Timeframe	Hazard(s)	Responsible Dept	
Fort Myers Beach	Mid-Island Neighborhoods Drainage Improvement Project, Segment I	\$6,600,000	26	4	30	Gen Rev, HMGP	2 years	FL, SURGE	Fort Myers Beach
Fort Myers Beach	Mid-Island Neighborhoods Drainage Improvement Project, Segment II	\$7,900,000	27	4	31	Gen Rev, HMGP	1 year	FL, SURGE	Fort Myers Beach
Fort Myers Beach	Mid-Island Neighborhoods Drainage Improvement Project, Segment III	\$7,400,000	26	4	30	Gen Rev, HMGP	2 years	FL, SURGE	Fort Myers Beach
Fort Myers Beach	South End Neighborhoods Drainage Improvement Project	\$3,400,000	27	4	31	Gen Rev, HMGP	1 year	FL, SURGE	Fort Myers Beach
Fort Myers Beach	North Estero Drainage Improvement Project, Phase	\$2,600,000	27	4	31	Gen Rev, HMGP	1 year	FL, SURGE	Fort Myers Beach
Fort Myers	Billy Creek Restoration - Flood Protection	\$800,000	36	3	39	Gen Rev, HMGP	1 year	FL, SURGE	Fort Myers
Fort Myers	Caloosahatchee Shoreline	\$1,000,000	30	3	33	Gen Rev, HMGP	3 years	FL, SURGE	Fort Myers
Fort Myers	Citywide Canal Armoring	\$900,000	33	4	37	Gen Rev, HMGP	1 year	FL, SURGE	Fort Myers
Fort Myers	Citywide Lake Rehabilitation	\$850,000	33	2	35	Gen Rev, HMGP	2 years	FL, SURGE	Fort Myers
Fort Myers	Edgewood Neighborhood S/WM System Flood Protection	\$1,600,000	32	4	36	Gen Rev, HMGP	3 years	FL, SURGE	Fort Myers
Fort Myers	Ridgewood Park Neighborhood S/WM System Flood Protection	\$1,250,000	32	4	36	Gen Rev, HMGP	3 years	FL, SURGE	Fort Myers
Sanibel	Beach Renourishment	\$14,000,000	30	4	34	Gen Rev, HMGP	1-2 years	CE, SURGE	Sanibel
Sanibel	Dredging and restoration of the Sanibel Slough System	\$500,000	33	3	36	Gen Rev, HMGP	2-3 years	FL, SURGE	Sanibel
Sanibel	Living Shoreline Projects	\$388,000	32	2	35	Gen Rev, HMGP	1-3 years	CE, SURGE	Sanibel
Sanibel	Tahiti/Jamaica Area Drainage	\$560,000	32	1	33	Gen Rev, HMGP	1 year	FL, SURGE	Sanibel
Lee County (ALL)	Shelter Mitigation (CIP)	\$1,500,000	31	4	35	Gen Rev, HMGP	<1 year	ALL	LC Public Safety
Lee County (ALL)	Lehigh Senior HS Shelter	\$100,000	32	4	36	Gen Rev, HMGP	<1 year	ALL	LC Public Safety
Lee County (ALL)	Sunshine Elementary Shelter								
Lee County (ALL)	Retrofit	\$35,000	32	4	36	Gen Rev, HMGP	<1 year	ALL	LC Public Safety
Lee County (ALL)	Utilities	\$1,680,000	28	2	30	Gen Rev, HMGP	2 years	ALL	LC Utilities
Lee County (ALL)	County-Wide Public Information and Outreach	\$30,000	31	3	34	Gen Rev, HMGP	Ongoing	ALL	ALL
Bonita Springs	Berwood Business Park Improvements	\$750,000	31	3	34	Gen Rev, HMGP	1 year	FL, SURGE	Bonita Springs
Bonita Springs	Spring Creek: Culvert at Cedar Creek Drive	\$250,000	31	3	34	Gen Rev, HMGP	1 year	FL, SURGE	Bonita Springs
Bonita Springs	Spring Creek: FPL Right of Way Bridging and Pipes on South	\$1,500,000		3	34	Gen Rev, HMGP	1 year	FL, SURGE	Bonita Springs
Bonita Springs	Spring Creek: Milagro Lane Culvert at South Branch	\$650,000	31	3	34	Gen Rev, HMGP	1 year	FL, SURGE	Bonita Springs
Bonita Springs	Spring Creek: Hall Road Rdw RCP Replacement	\$2,500,000	31	3	34	Gen Rev, HMGP	1 year	FL, SURGE	Bonita Springs
Cape Coral	Fire Station 11 Hardening	\$100,000	29	4	33	Gen Rev, HMGP	1 year	TC, TH, T, W	Cape Coral
Cape Coral	Fire Station 12 Hardening	\$100,000	29	4	33	Gen Rev, HMGP	1 year	TC, TH, T, W	Cape Coral
Cape Coral	Oasis Charter School	\$150,000	22	3	25	Gen Rev, HMGP	1 year	TC, TH, T, W	Cape Coral

## Active Mitigation Actions

Jurisdiction	Project Name	Estimated Cost	Initial Score	Demand	Total Score	Potential Funding	Timeframe	Hazard(s)	Responsible Dept	Comments	2017 Update Comments
Bonita Springs	Rep Loss Property Elevation	\$31,200	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Bonita Springs	Awaiting Funding	KEEP ON LIST
Bonita Springs	Rep Loss Property Elevation	\$70,000	25	1	26	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Bonita Springs	Awaiting Funding	KEEP ON LIST
Bonita Springs	Rep Loss Property Elevation	\$31,562	25	1	26	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Bonita Springs	Awaiting Funding	KEEP ON LIST
Bonita Springs	Rep Loss Property Elevation	\$50,000	25	1	26	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Bonita Springs	Awaiting Funding	KEEP ON LIST
Bonita Springs	Rep Loss Property Elevation	\$44,959	25	1	26	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Bonita Springs	Awaiting Funding	KEEP ON LIST
Bonita Springs	Rep Loss Property Elevation	\$43,850	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Bonita Springs	Awaiting Funding	KEEP ON LIST
Bonita Springs	Rep Loss Property Elevation	\$67,735	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Bonita Springs	Awaiting Funding	KEEP ON LIST
Bonita Springs	Rep Loss Property Elevation	\$48,400	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Bonita Springs	Awaiting Funding	KEEP ON LIST
Bonita Springs	Rep Loss Property Elevation	\$50,000	25	1	26	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Bonita Springs	Awaiting Funding	KEEP ON LIST
Bonita Springs	2012 Bonita Beach Renourishment	\$2,666,000	18	2	20	General Rev	2 years	CE, FL, SURGE, TC, TH	Lee County	Ongoing	Check with Natural Resources
Fort Myers Beach	Estero Island Beach Restoration	\$2,500,000	32	2	43	Local Funds	5-7 years	CE, FL, SURGE, TC, TH	Lee County		Check with Natural Resources
Fort Myers Beach	Estero Island Canal Dredging	\$500,000	23	2	25	HMGP	1-2 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Floodplain Public Outreach	\$3,000	23	2	25	Local Funds	Yearly	CE, FL, SURGE, TC, TH	Fort Myers Beach	Ongoing	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$250,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$80,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$80,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$113,535	27	1	28	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$80,000	27	1	28	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$75,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$80,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$80,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$217,224	28	1	29	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$75,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST

Fort Myers Beach	Rep Loss Property Elevation	\$75,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$75,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$75,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$75,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$75,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$75,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$75,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$75,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$250,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$250,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$250,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$250,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$250,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$250,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$250,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$250,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$250,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$250,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers Beach	Rep Loss Property Elevation	\$250,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers Beach	Awaiting Funding	KEEP ON LIST
Fort Myers	City Wide Intersection Improvements	\$1,200,000	28	2	30	Local Funds	5-7 years	TC, TH, T	Fort Myers	Awaiting Funding	KEEP ON LIST
Fort Myers	City Wide Property Retrofit Program (Rep Loss)	\$500,000	22	2	24	General Rev	3-5 years	CE, FL, SURGE, TC, TH	Fort Myers	Awaiting Funding	KEEP ON LIST
Fort Myers	Drainage Project - Ford/Edison Estate	\$450,000	34	2	36	General Rev	2 years	FL, SURGE	Fort Foundation	Planning Stages	KEEP ON LIST
Fort Myers	Floodplain Outreach Program	\$5,000	23	2	25	General Rev	1 year	FL, SURGE	Fort Myers	Awaiting Funding	KEEP ON LIST
Fort Myers	Wind retrofit for Harborside and STARS complex (BI-fold shutters)	\$300,000				EMPG	1-2 years	TC, TH, T	Fort Myers	Awaiting Funding	

Fort Myers	Water Line Interconnect between Fort Myers, Cape Coral and Lee County	\$21,900,000	34	4	38	BCA/PDMG	5 years	TC, TH, T	Public Works	Awaiting Funding	KEEP ON LIST
Lee County	Battery Backup System for Traffic Signals	\$110,000	26	2	28	General Rev	1 year	TC, TH, T, W	LC DOT	May be funded under Pre-Disaster Mitigation Funds	
Lee County	Captiva Island Beach Restoration Project	\$9,319,400	18	3	21	General Rev	5-7 years	CE, SURGE, FL	LC Natural Resources	Funded	Last completed in 2013
Lee County	Gasparilla Island Beach Restoration Project	\$12,149,016	18	3	21	General Rev	5-7 years	CE, SURGE, FL	LC Natural Resources	Funded	Last completed in 2013
Lee County	Gator Slough Channel Improvements	\$7,000,000	25	2	27	HMGP	5-7 years	FL, SURGE	LC Natural Resources	Partially Completed	
Lee County	Hazard Tree Removal from Lee County ROW	\$1,000,000	40	2	42	General Rev	Ongoing	TC, TH, T, W	LC DOT	Ongoing	
Lee County	NFM Flood Prevention Study	\$180,000	26	3	29	General Rev	2-3 years	FL, SURGE	LC Natural Resources	Partially Completed	
Lee County	Pine Island Ditch Exotic Removal	\$810,000	31	2	33	General Rev	Ongoing	TC, TH, T, W	LC DOT	Ongoing	
Lee County	Relocate Span-Wire Mounted Street Name Signs to Poles	\$485,968	25	1	26	General Rev	1-2 years	TC, TH, T	LC DOT	Ongoing	
Lee County	Replace 1/4" Span Wire with 3/8" Span Wire	\$205,000	25	0	25	General Rev	1-2 years	TC, TH, T	LC DOT	Ongoing as Funds Become Available	
Lee County	San Carlos Drainage Improvements	\$550,000	27	2	29	HMGP	Ongoing	FL	LC Natural Resources	Partially Completed	Natural Resources?
Lee County	Storm Shutters for 16 County Facilities (Including Animal Shelter)	\$704,985	40		40	HMGP	2-3 years	TC, TH, T	LC Facilities	3/05 removed from HMGP list; remains on LMS list	
Lee County	Emergency Generator at Lee County EOC (Buckingham Road)	\$750,000	26	4	30	HMGP	2-3 years	TC, TH, T, W	LC Public Safety	Ongoing	
Lee County	Suncoast Community Center - Harden and improve to 160mph winds and enlarge the capacity to shelter 500 people	\$250,000	32	2	34	All Hazards MTSU, EMPG	1-2 years	TC, TH, T, W	LC Human Services	Ongoing	
Lee County	2012 Lovers Key Beach Renourishment	\$2,500,000	18	3	21	City General Funds/TDC Bed Tax	2 years	CE, SURGE, FL	LC Natural Resources	Last done in 2014, next in 2021	Last completed in 2014

## Deferred Mitigation Actions

Jurisdiction	Project Name	Estimated Cost	Initial Score	Demand	Total Score	Potential Funding	Timeframe	Hazard(s)	Responsible Dept	Comments	2017 Update Comments
Cape Coral	Storm Resistant Public Works Facilities - Everest Compound	\$5,000,000	22	2	24	General Rev, EMPG	5-7 years	TC, TH, T	Cape Coral	Deferred - Being considered by Public Works to be broken down into smaller projects.	
Cape Coral	Yacht Club Building Storm Hardening	\$45,564	22	2	24	General Rev, HMGP	2 years	TC, TH, T	Cape Coral	Deferred - Lack of funding	
Cape Coral	Lake Kennedy Senior Center Generator	\$45,921	22	2	24	General Rev, HMGP	2 years	ALL	Cape Coral	Deferred - Lack of funding	
Cape Coral	EOC Expansion	\$1,100,000	31	2	33	All Hazards MTSU	1 year	ALL	Cape Coral	Deferred - Lack of funding	
Sanibel	Backup Sewer Capacity	\$5,000,000	15	1	16	General Rev	3-5 years	ALL	Sanibel	Deferred - Lack of funding	
Sanibel	Beach Restoration Project from Blind Pass to Sanibel Lighthouse	\$14,000,000	38	4	42	General Rev	5-7 years	CE, FL, SURGE, TC, TH	Lee County	Deferred - Funded will restore in the future	
Sanibel	Critical Structures Elevation (Old name - Design and Construction of Above-Flood Elevation Storage Facility for Emergency Response Vehicles)	\$600,000	28	2	30	HMGP	2-3 years	CE, FL, SURGE, TC, TH	Sanibel	Deferred Awaiting Funding	
Sanibel	Emergency Dispatch Mobile CAD and RMS Communication System	\$140,000	33	2	35	General Rev	1-2 years	ALL	Sanibel	Deferred Awaiting Funding	
Sanibel	Emergency Dispatch Mobile Repeater System	\$80,800	33	2	35	General Rev	1 year	ALL	Sanibel	Deferred Awaiting Funding	
Sanibel	Evacuation Route Road Improvements	\$3,600,000	22	3	25	General Rev		ALL	Sanibel	Removed	
Sanibel	Standby Power and Pumping for Wastewater Collection System	\$100,000	34	3	37	EMPG	1 year	All	Sanibel	Deferred Awaiting Funding	
Sanibel	Civic Center Reconstruction/Re-enforcement	\$340,000				General Rev	2-3 years	ALL	Sanibel	Deferred Awaiting Funding	
Lee County	Additional rain/stage recorders in North Fort Myers	\$31,500	22	2	24	General Rev	1 year	CE, FL, SURGE, TC, TH	LC Natural Resources	Deferred - Lack of funding	Joan/Steve Boutelle
Lee County	Briarcliff Drainage Improvements	\$550,000	29	2	31	HMGP	2-3 years	FL, SURGE	LC Natural Resources	Deferred - Lack of funding	Steve Boutelle
Lee County	Broadway Palm Dinner Theater Hurricane Shelter Retrofit	\$26,000	29	3	32	HMGP, EMPG	1 year	ALL	LC Public Safety	Deferred - Lack of funding	REMOVE FROM LIST
Lee County	Edison Community College Hurricane Shelter Retrofit (4 buildings)	\$78,548	29	3	32	HMGP, EMPG	1 year	ALL	LC Public Safety	Deferred Awaiting Funding	REMOVE FROM LIST
Lee County	Greater Pine Island Water Association - Upgrade and replace administrative office and maintenance facility windows with hurricane resistant windows	\$12,000	25	0	25	HMGP	1 year	TC, TH, T	Greater Pine Island Water Association	Deferred - Awaiting Funding	
Lee County	Greater Pine Island Water Association - Upgrade and replace under-sized bulk diesel tank/fuel system for GPIWA Water Plant Emergency Generator w/a 2,000 gallon system	\$30,000	31	3	34	EMPG	1 year	TC, TH, T	Greater Pine Island Water Association	Deferred - Awaiting Funding	
Lee County	Mamma Christian RV Park - Purchase	\$3,500,000	19	0	19	HMGP	2-4 years	FL	BOCC	Deferred - Awaiting Funding	
Lee County	Powell Creek Bypass Extension	\$1,500,000	24	2	26	HMGP	3-5 years	FL, SURGE	LC Natural Resources	Deferred - Awaiting Funding	Natural Resources?
Lee County	Real Time Data Forecasting	\$125,000	28	2	30	General Rev	1 year	FL, CE, SURGE	LC Public Safety	Deferred - Awaiting Funding	REMOVE FROM LIST
Lee County	Rep Loss Property Acquisition	\$69,580	25	1	26	HMGP	3-5 years	CE, FL, SURGE, TC, TH	LC Public Safety	Deferred - Awaiting Funding	
Lee County	Rep Loss Property Drainage Project	\$2,324	27	1	29	HMGP	3-5 years	CE, FL, SURGE, TC, TH	LC Public Safety	Deferred - Awaiting Funding	
Lee County	Rep Loss Property Elevation	\$71,305	25	1	26	HMGP	3-5 years	CE, FL, SURGE, TC, TH	LC Public Safety	Deferred - Awaiting Funding	
Lee County	Rep Loss Property Elevation	\$46,376	27	1	28	HMGP	3-5 years	CE, FL, SURGE, TC, TH	LC Public Safety	Deferred - Awaiting Funding	
Lee County	Rep Loss Property Elevation	\$72,200	25	1	26	HMGP	3-5 years	CE, FL, SURGE, TC, TH	LC Public Safety	Deferred - Awaiting Funding	
Lee County	Rep Loss Property Elevation	\$44,688	25	1	26	HMGP	3-5 years	CE, FL, SURGE, TC, TH	LC Public Safety	Deferred - Awaiting Funding	
Lee County	Rep Loss Property Elevation	\$38,507	25	1	26	HMGP	3-5 years	CE, FL, SURGE, TC, TH	LC Public Safety	Deferred - Awaiting Funding	
Lee County	Rep Loss Property Elevation	\$51,854	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	LC Public Safety	Deferred - Awaiting Funding	
Lee County	Rep Loss Property Elevation	\$30,148	24	1	25	HMGP	3-5 years	CE, FL, SURGE, TC, TH	LC Public Safety	Deferred - Awaiting Funding	
Lee County	Rep Loss Property Elevation	\$70,000	24	1	25	HMGP	3-5 years	CE, FL, SURGE, TC, TH	LC Public Safety	Deferred - Awaiting Funding	
Lee County	Rep Loss Property Elevation	\$320,000	26	1	27	HMGP	3-5 years	CE, FL, SURGE, TC, TH	LC Public Safety	Deferred - Awaiting Funding	
Lee County	Sheriff's Office Aviation Unit Generator	\$25,000	34	2	36	EMPG, SHSGP	1 year	ALL	Sheriff's Office	Deferred - Awaiting Funding	
Lee County	Sheriff's Office Emergency Backup Voice and Data System	\$600,000	36	4	40	EMPG, SHSGP	1-2 years	ALL	Sheriff's Office	Deferred - Awaiting Funding	
Lee County	Traffic Signal Span Replacement with Mast Arms	\$2,500,000	24	2	26	HMGP	2-4 years	TC, TH, T	LC DOT	Deferred - Awaiting Funding	
Lee County	Unitarian Universalist Church of Fort Myers Hurricane Shelter Retrofit	\$97,050	29	3	32	HMGP	1 year	TC, TH, T	LC Public Safety	Deferred - Awaiting Funding	
Lee County	Flood Warning Signs - Leutich Lane and Sherrill Lane in Estero	\$684	16	1	17	General Rev	<1 year	FL, SURGE	LC DOT	Deferred until funding is available	
Lee County	Flood warning Signs - Bartholemew Road	\$684	16	1	17	General Rev	<1 year	FL, SURGE	LC DOT	Deferred - Awaiting Funding	
Lee County	Target Neighborhood Fire Public Information Project	\$5,000	19	1	20	General Rev	<1 year	W	LC Public Safety	Deferred - Awaiting Funding	

## Completed Mitigation Actions

Jurisdiction	Project Name	Estimated Cost	Initial Score	Demand	Total Score	Potential Funding	Timeframe	Hazard(s)	Responsible Dept	Comments
Bonita Springs	Retrofit and Storm Shutter Recreation Gymnasium	\$1,500,000	30	4	34	HMGP	1-2 years	TC, TH, T	Bonita Springs	Completed
Bonita Springs	Oak/Leitner Creek Cleaning and Snagging	\$160,000	29	3	32	General Rev	1 year	CE, FL, SURGE	Bonita Springs	Completed
Bonita Springs	Drainage Improvement - Quinn St/Edith Lane	\$200,000	29	1	30	HMGP	3-5 years	FL, SURGE	Bonita Springs	Completed
Fort Myers Beach	Fort Myers Beach Basin - Drainage Improvement Project	\$350,000	27	2	29	HMGP	1.5 years	FL, SURGE	Fort Myers Beach	Completed
Fort Myers Beach	North Estero Boulevard Drainage Improvement	\$2,200,000	33	2	35	HMGP	4 months	FL, SURGE	Fort Myers Beach	Completed
Fort Myers Beach	Laguna Shores Drainage Improvement	\$340,000	29	2	31	HMGP	1-2 years	FL, SURGE	Fort Myers Beach	Completed
Fort Myers Beach	Fort Myers Beach Preliminary Drainage Study	\$60,000	29	2	31	Local Funds	1 year	FL, SURGE	Fort Myers Beach	Completed
Fort Myers Beach	Indian Bayou Drainage/Flooding Control	\$20,000	23	2	25	Local Funds	1 year	FL, SURGE	Fort Myers Beach	Completed
Fort Myers Beach	Pearl Street Drainage/Flooding Control	\$40,000	23	2	25	HMGP	1 year	FL, SURGE	Fort Myers Beach	Deleted (Duplicate)
Fort Myers Beach	Potable Water Interconnect	\$1,000,000	27	3	30	Local Funds	2-3 years	ALL	Lee County	Completed
Fort Myers Beach	Primo Drive Drainage/Flooding Control	\$20,000	23	2	25	Local Funds	1-2 years	FL, SURGE	Fort Myers Beach	Completed
Fort Myers	Billy's Creek and State Road 90 (First Street)	\$2,000,000	26	2	28		1 year	FL, SURGE	Fort Myers	Completed
Fort Myers	City Hall Generator	\$120,000	24	2	26		1-2 years	ALL	Fort Myers	Completed
Fort Myers	Critical Facility Engineering Study	\$120,000	26	2	28	General Rev	2-3 years	ALL	Fort Myers	Completed
Fort Myers	Dean Park Engineering Study	\$250,000	28	2	30	General Rev	1-2 years	FL, SURGE	Lee County	Completed
Fort Myers	Dean Park Neighborhood Engineering Drainage Improvements	\$2,000,000	36	2	38	HMGP	1 year	FL, SURGE	Lee County	Completed
Fort Myers	Dean Park Neighborhood Flooding Correction	\$2,000,000	25	2	27	HMGP	1 year	FL, SURGE	Lee County	Completed
Fort Myers	Drainage Pipe and Box Culvert Replacements on Lee Street	\$3,000,000	23	2	25		1-2 years	FL, SURGE	Fort Myers	Completed
Fort Myers	Manuels Branch Watershed Improvement (formerly Harold Ave Flood Protection)	\$3,231,338	34	4	38	HMGP	3-5 years	FL, SURGE	Fort Myers	Completed
Fort Myers	Public Safety Building Retrofit	\$146,923	29	2	31	HMGP/EMPG	2-3 years	ALL	Fort Myers	Completed
Fort Myers	Retrofit Existing Public Works Command Center	\$90,250	30	2	32	HMGP/EMPG	1-2 years	ALL	Fort Myers	Completed
Fort Myers	Storm Shutters and Harden Building - Edison/Ford Winter Estates	\$339,823	30	4	34	HMGP	1 year	TC, TH, T	Ford Foundation	Completed
Cape Coral	Backup Power System - Reverse Osmosis Municipal Water Treatment Plant	\$221,000	22	2	24	General Rev	2-3 years	ALL	Cape Coral	Completed
Cape Coral	Cape Coral Fire Station No. 4 Hardening and Elevation	\$93,050	39	2	41	HMGP	3-5 years	ALL	Cape Coral	Completed

Cape Coral	Gulf Coast Village Shutter Project	\$588,495	28	2	30	HMGP	1 year	TC, TH, T	Cape Coral	Project completed through Hurricane Charley HMGP funding
Cape Coral	Southwest Water Reclamation Facility Storm Shutters	\$75,000	22	2	24	General Rev	1 year	TC, TH, T	Cape Coral	Completed
Sanibel	City Hall, Structural Re-enforcement and Hurricane Shutters	\$300,000	24	3	27	HMGP	1-2 years	TC, TH, T	Sanibel	Completed
Lee County	Billy's Creek Cleaning	\$55,000	26	2	28	General Rev	1 year	FL, SURGE		Completed
Lee County	Burnt Store Drainage Improvements	\$1,200,000	30	2	32	HMGP	3-5 years	FL, SURGE	LC Natural Resources	Completed
Lee County	NEXRAIN System	\$50,000	24	2	26	General Rev		FL, SURGE		Completed
Lee County	Lee County EDC	\$15,351,000	26	4	30	HMGP	2-3 years	ALL	LC Facilities	Completed
Lee County	Restore Weather Stations at Big Carlos Pass and Redfish Pass	\$50,000	25	2	27	HMGP	1 year	ALL		Completed
Lee County	Sanibel Toll Facility Structure Elevation	\$2,000,000	26	2	28	HMGP	1-2 years	FL, SURGE	LC DOT	Completed
Lee County	Roof Replacement - Emergency Command Center, Page Field Airport	\$1,000,000	30	3	33	General Rev	2 years	ALL	LC Port Authority	Completed

## Removed Mitigation Actions

Jurisdiction	Project Name	Estimated Cost	Initial Score	Demand	Total Score	Potential Funding	Timeframe	Hazard(s)	Responsible Dept	Comments	2017 Update Comments
Fort Myers Beach	Miramar Street Drainage/Flooding Control	\$35,000	23	2	25				Fort Myers Beach	Deleted (Duplicate)	NOTE AS DUPLICATE
Fort Myers Beach	Pearl Street Drainage/Flooding Control	\$40,000	23	2	25	HMGP	1-2 years	FL, SURGE	Fort Myers Beach	Deleted (Duplicate)	NOTE AS DUPLICATE
Fort Myers	Eastwood Golf Course No. 13 Green Public Restroom	\$25,000	18	1	19	General Rev	1 year	ALL	Fort Myers	Removed (Lack of interest)	NOTE AS REMOVED - LACK OF INT
Fort Myers	Fort Myers Country Club No. 4 Green Restroom	\$30,000	22	2	24	General Rev	1 year	ALL	Fort Myers	Removed (Lack of interest)	NOTE AS REMOVED - LACK OF INT
Fort Myers	Fort Myers Country Club No. 7 Green Restroom	\$30,000	22	2	24	General Rev	1 year	ALL	Fort Myers	Removed (Lack of interest)	NOTE AS REMOVED - LACK OF INT
Fort Myers	Install Hurricane Shutters to secure main-entryway at Fort Myers Police Station	\$10,000	31	2	33	HMGP	1 year	TC, TH, T	Fort Myers	Delete	NOTE AS REMOVED
Fort Myers	Retrofit Fire Stations 2, 3, 4	\$105,000	32	4	36	HMGP	1 year	ALL	Fort Myers	Delete	NOTE AS REMOVED
Fort Myers	L-3 Galloway Canal Dredging	\$100,000	24	1	25	General Rev	1 year	FL, SURGE	Fort Myers	Delete (no longer needed)	NOTE AS REMOVED
Fort Myers	Retrofit Lift Station		31	4	35	General Rev	1 year	ALL	Fort Myers	Delete	NOTE AS REMOVED
Cape Coral	Cape Coral Stormwater Improvements	\$1,757,428	26	2	28		2-3 years	FL, SURGE	Cape Coral	Deleted March 2005	
Cape Coral	Electric Generator for Cape Coral Public Safety Building	\$75,000	22	3	25		1 year	ALL	Cape Coral	Deleted, combined with another project and renamed, see below	
Cape Coral	Information Technology Services - Hazard Mitigation Enhancements	\$22,500	22	1	23	General Rev	1 year	ALL	Cape Coral	Removed (Lack of interest)	
Cape Coral	Old City Hall/Police Department Hurricane Shutters	\$18,500	22	2	24		1 year	TC, TH, T	Cape Coral	Deleted, combined with another project and renamed, see below	
Cape Coral	Critical Facility Hardening (name tbd, combines Elec Generator for PS Bldg and Old City Hall/Police Department Hurricane Shutters)	\$93,500	22	3	25	HMGP, LMPG	3-5 years	ALL	Cape Coral	Deleted - Future use of building not yet confirmed	
Sanibel	City Hall/Police Department Hurricane Shutters	\$18,500	24	2	26	General Rev	1 year	TC, TH, T	Sanibel	Removed - Replaced by new project	NOTE AS REMOVED
Sanibel	Evacuation Route Road Improvements	\$3,600,000	22	3	25	General Rev	Ongoing	ALL	Sanibel	Removed	NOTE AS REMOVED
Lee County	Hurricane Shutters for Animal Services	\$66,100	31	3	34	HMGP	1 year	TC, TH, T	Animal Services	Removed - Combining with another storm shutter project	NOTE AS REMOVED





# **PLAN MAINTENANCE**

# Introduction

---

This section describes the method and schedule for monitoring, evaluating, maintaining and revising the local mitigation strategy and HIRA on both an annual and a five-year planning cycle. It presents the method and schedule for monitoring and evaluating the strategy. It also identifies other local planning mechanisms available to help implement the goals, objectives and activities presented in the local mitigation strategy. Lastly, this section details how continued public participation in maintaining the local mitigation strategy will be achieved.

## *Strategy Monitoring, Evaluation and Update*

The Lee County Disaster Advisory Council is designated to guide pre-disaster hazard mitigation efforts and on-going mitigation efforts. This council, initially formed in 1990 as the Recovery Task Force, has been established by the County's Post Disaster Ordinance and also serves as the County's Local Mitigation Strategy Workgroup. The Local Mitigation Strategy Workgroup Chair coordinates mitigation activities and is responsible for monitoring the plan. Membership on the council includes:

- County department heads or designees from a variety of administrative and operational agencies;
- Representatives from Lee County Community Development;
- Local planning agency member;
- Community representatives from, hospitals, the Department of Health and utility companies;
- Liaisons from each municipal government in Lee County (Bonita Springs, Cape Coral, Estero, Fort Myers, Fort Myers Beach and Sanibel);
- Sheriff, school, and fire representatives;
- Regional governmental bodies;
- Other representatives as appointed by the Board of County Commissioners of Lee County.

The council meets quarterly, as necessary. Meetings are advertised to the public and official minutes are kept and made available to a variety of agencies, as well as the public. The monitoring of the mitigation initiatives is done at these meetings by allowing the status of the LMS mitigation initiatives to be put on paper and updated in the plan. The recording of this monitoring in the plan is done by the LMS Chair or designee. The HIRA will be reviewed yearly along with the LMS at the quarterly DAC/LMS meetings. The review will be coordinated by the LMS Working Group Chair or designee.

The council also oversees the county's recovery and reconstruction process. It serves as an advisory body to the Board of County Commissioners on recovery, reconstruction, economic redevelopment, and mitigation issues.

## Annual Update Process

Florida Administrative Code 27P-22 requires submittal of an annual LMS update to the Florida Division of Emergency Management by the last working weekday of each January. To meet this deadline, the following items will be updated in late December/early January of each year. This update will be completed by the Division of Public Safety with input from Working Group members. The evaluation of the mitigation projects and their applicability to community goals and interests may cause projects to be removed or added to the list at these meetings. Additions and removals will be done by the LMS Chair or designee.

- Working Group membership
- Updated or revised goals and objectives
- Mitigation initiatives
- Existing planning mechanisms
- Changes to the Working Group organization and/or planning process.
- Progress made on approved action plan

Concurrently, an annual evaluation report will also be prepared and submitted to the elected governing bodies, released to the media and made available to the public. The Local Mitigation Strategy Working Group Chair or designee will prepare the report. It will address the following:

- Description of how the report was prepared and submitted to the governing body, released to the media and made available to the public
- How the reader can obtain a copy of the strategy or evaluation report
- A review of each recommendation or action item in the action plan and how much was accomplished during the previous year
- A discussion of why any objectives or action items were not completed or reached or why they maybe behind schedule
- Recommendations for new projects or revised recommendations

Updates to the Local Mitigation Strategy (LMS) and Hazard Identification and Risk Assessment (HIRA) can be made with approval from the Director of Public Safety as long as edits do not change the overall intent of the documents.

## Five Year Update Process

To meet the 5-year LMS Update requirement, The Division of Public Safety, with input from Working Group members, will review the entire document to be sure that the information included accurately reflects the status of the County and its jurisdictions. The process that outlined for the annual update will be followed for the 5-Year LMS update. All sections of the LMS document will be updated as necessary.

A full reassessment of hazards and the county's risk and vulnerability will be conducted every 5 years with the LMS update, or when deemed necessary.

## Incorporating into Existing Planning Mechanisms

The following planning documents and processes have and will continue to be used to implement the goals, objectives, and initiatives contained in this strategy. They are briefly described along with the responsible party to implement. Members of the Working Group provide technical assistance and coordinate with their agencies to integrate concepts in the LMS into their respective codes and ordinances.

### *County and Municipal Comprehensive Plans*

These plans contain goals, objectives and policies to guide the pre-disaster mitigation programs to address natural disasters, hazardous materials and fire. For example, the county plan contains a goal specially addressing hazard mitigation (Goal 110). Within that goal is a policy to adopt and maintain a flood plain management plan that analyzes the flooding problem of the unincorporated areas of Lee County, inventory the flood hazard area, review possible activities to remedy identified flooding problems, select appropriate alternatives, and formulate a schedule for

implementation (Policy 110.1.5). Adoption of this local mitigation strategy will incorporate the requirements of this comprehensive plan policy.

Florida Statutes allow local governments to amend comprehensive plans several ways. The regular amendment cycle is the option most likely to be used to incorporate or implement local mitigation strategy. Amendments to comprehensive plans are usually considered once a year. Deadlines for applications vary by community.

**Responsible Parties:** Lee County- Community Development Division of Planning; City of Bonita Springs; Town of Fort Myers Beach; City of Cape Coral; City of Fort Myers; City of Sanibel.

### ***County and Municipal Capital Improvement Programs (CIP)***

These programs are planning and budgetary tools that rank project funding to reflect a community's infrastructure needs for a given time period (usually five years). In Florida, these programs consist of projects that comply with the government's comprehensive plan. They are used to fund projects and programs that avert or reduce both current and future damage potential to existing and new buildings to certain hazard types.

These programs are updated annually. Amendments to CIPs are usually made before the next annual review period and approved by the community's elected governing body.

**Responsible Parties:** Lee County- Public Safety, Department of Transportation, Construction and Design Utilities, Solid Waste and Natural Resources; City of Bonita Springs; Town of Fort Myers Beach; City of Cape Coral; City of Fort Myers; City of Sanibel.

### ***County and Municipal Land Development Regulations, Zoning Ordinances and Building Codes***

Land development regulations or codes usually contain a codification of the land development ordinances of a community. They can be used to carry out actions that mitigate damage to new buildings and structures through design considerations. They also can be used to define type, density and intensity of land uses in identified areas that account for natural and human caused hazards. Examples of codes that can be used to mitigate hazards contained in this strategy include the Florida Building Code (structural), the Fire Prevention Code (fire and life safety), the Lee County Coastal Construction Code and each community's Flood Plain Management Ordinance. Low density zoning categories can also be used to reduce the amount and type of land uses exposed to certain types of hazards.

Advisory committees are used by Lee County to review changes to land development regulations. These committees (Land Development Advisory Committee and Executive Regulatory Oversight Committee) meet on a regular basis to review and recommended changes to proposed County ordinances and regulations. Once finalized, these changes are sent to the governing body for public hearings.

**Responsible Parties:** Lee County- Community Development Division of Planning, Division of Development Services; City of Bonita Springs; Town of Fort Myers Beach; City of Cape Coral; City of Fort Myers; City of Sanibel.

### ***Strategic Plans***

Used by governmental and private agencies alike to identify the long-term direction to be taken in carrying out the agency's defined mission, these plans can be used to identify strategies, tasks, projects and time frames to accomplish local mitigation strategy related goals and objectives. These plans usually focus on projects but also could be used to define an agency's or elected body's policy toward mitigating risk to identified hazards.

## *Surface Water Management Plans*

Lee County maintains plans that identify existing flow ways, streams and runoff rates for watershed basins and provides recommendations for protection and improvement of each flow way and stream. This is done to protect lands from additional flooding that might be caused from downstream developments.

Each plan is approved by the Board of County Commissioners.

**Responsible Party:** Lee County Surface Water Program, Division of Natural Resources Management.

## *Beach Management Plan*

This plan addresses the restoration and maintenance needs of the County's beaches that are in a critical state of erosion. This addresses mitigation efforts related to the erosion hazard.

**Responsible Party:** The Coastal Advisory Council is a Board of County Commissioner appointed body overseeing the maintenance of this plan. It holds monthly public meetings to discuss and review projects and to establish the budget to expend tourist tax funds for beach related activities.

## *The Lee County Post Disaster Ordinance (07-20)*

The ordinance establishes the organizational framework for addressing hazard mitigation issue and policy development, the duties and responsibilities of the Disaster Advisory Council and the Post Disaster Recovery Task Force, the duties and responsibilities of the position designed to coordinate hazard mitigation activity in the post disaster setting, and the county's build-back policy for repairing and rebuilding damage structures.

**Responsible Party:** Lee County Division of Public Safety, Emergency Management.

## *Lee County Community Wildfire Protection Plan(s)*

These plans are designed to address a specific wildfire problem to a community. They can take a variety of forms and usually address local forest or range conditions, values-at-risk and priorities for action. At a minimum, they identify and prioritize areas for hazardous fuel reduction treatments and recommend the types and methods of treatment that, if completed, reduces to wildfire risk to the community. Mostly likely the wildfire vulnerability analysis in the updated will be reviewed by the contractor hired by the state. Other wildfire mitigation initiatives include Firewise and the Ready, Set, Go program as well as wildfire mitigation efforts in Lehigh Acres.

**Responsible Parties:** Florida Forest Service

## *Comprehensive Emergency Management Plan*

This document contains elements which address natural and man-made emergencies which effect the County. The comprehensive emergency management plan outlines the purpose, organization of, responsible agencies and officials of Lee County in the mitigation of, preparation for, response to, and recovery from emergencies and disasters. In the last update of the CEMP, the information required for the LMS for repetitive loss properties was integrated into this plan.

**Responsible Party:** Lee County Division of Public Safety, Emergency Management.

## *Fort Myers Water Front Visioning Plan*

This plan outlines a vision for development along the Fort Myers down town water front. The critical facility list updated during the planning process was used to identify the critical facilities in this smaller geography within the county and a critical facilities map was produced for the waterfront area.

**Responsible Party:** Florida Department of Economic Opportunity

## Continued Public Involvement

The Working Group will continue to include the public in its LMS process. To that end, efforts to reach out to more sectors of public will be used. Some of these efforts follow:

- Make the Joint Unified LMS document available for review at local libraries and governmental offices.
- Place the LMS document and/or links to it on several websites to increase exposure. These websites include, but are not limited to, the Lee County official website, each participating municipal official website, and the Southwest Florida Regional Planning Council website.
- Continue to place announcements of future LMS Working Group meetings on websites or in the newspaper to increase exposure.
- Continue to take and publish official minutes of working group meetings via email.
- Email will be utilized as a way to communicate with Working Group members and the public.



# **APPENDICES**

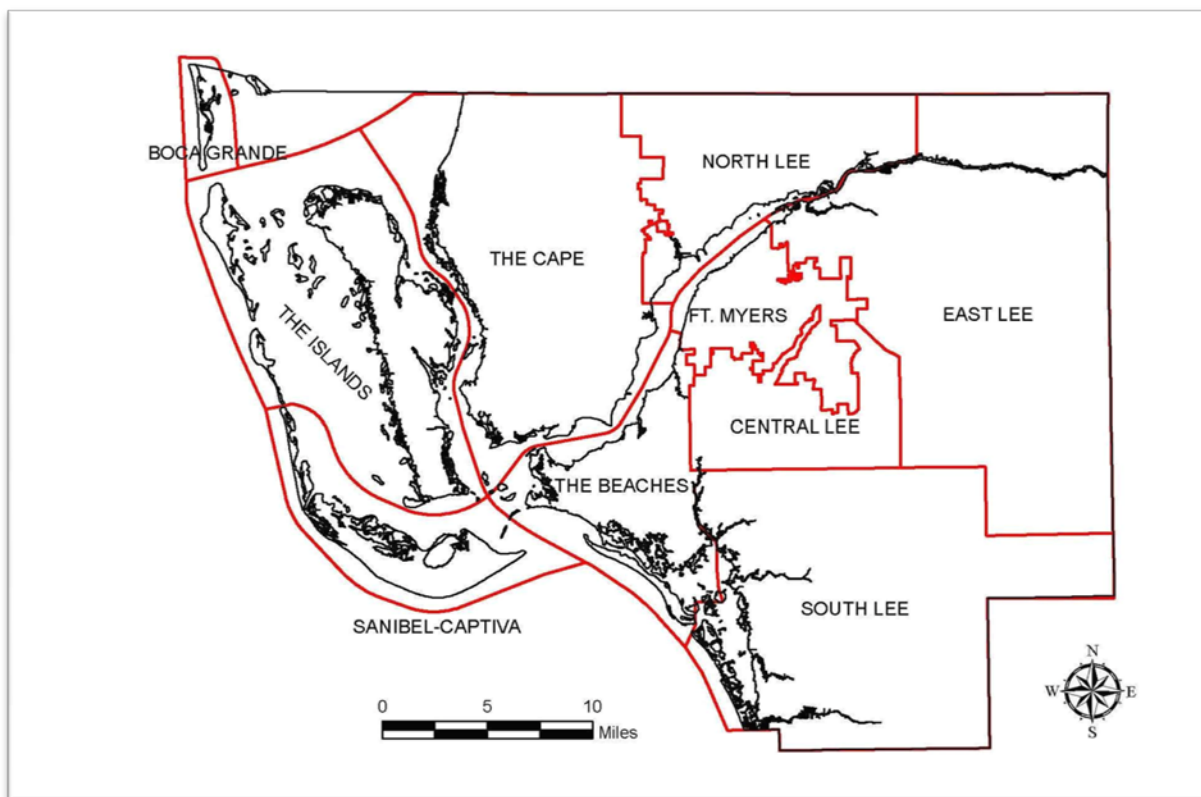
# Appendix A: Development Trends

## Introduction

This section analyzes the county's land use and development trends, presents population and residential land use projections by Disaster Response Divisions (DRDs) and proposes several observations regarding potential future risk to complement the Hazard Identification and Risk Assessment presented in this document. The projections are made to the year 2030 which allows the analysis to be consistent and use data contained in the Lee Comprehensive Plan (Lee Plan).

The ten Disaster Response Divisions in Lee County are: the Beaches, Boca Grande, the Cape, Central Lee, East Lee, Fort Myers, the Islands, North Lee, Sanibel-Captiva, and South Lee. [Figure 27](#) shows the boundaries of these ten Disaster Response Divisions. Each Jurisdiction in Lee County is represented by a Different DRD. The City of Bonita Springs is within the South Lee DRD, the City of Cape Coral falls within the Cape DRD, The City of Fort Myers falls within the Fort Myers DRD, the Town of Fort Myers Beach is within the Beaches DRD, and the City of Sanibel is within the Captiva Sanibel DRD. Unincorporated Lee County is within several of the DRDs.

Figure 27: Disaster Response Divisions



The Lee Plan uses Planning Communities as the geographical unit to base population projections and future land use allocations. These Planning Communities do not correspond to the DRDs used in this section. To understand the



size of the current population and built environment and where Lee County will be in 2030 the current and future projections by Traffic Analysis Zones (TAZ) were used. The Traffic Analysis Zones are much smaller than the Planning Communities and fit more precisely into the DRDs. The TAZ's are delineated and updated by the Lee County Metropolitan Planning Organization. The Lee Plan's Future Land Use Map displays location of the future land uses categories by type, density and intensity and is also contained in this section as a reference.

## *Future Land Use and Development Trends*

The following was taken from the Lee Plan, Chapter 1 to describe the future vision of communities within each disaster response division.

### **The Beaches**

Town of Fort Myers Beach - will continue to have a strong retail base for

tourist needs and the daily needs of the residents; however, major consumer and commercial needs will be met outside of this community. The population of this community is very influenced by seasonal factors. This community is nearly built out today and will not have a substantial increase in permanent population by the year 2030.

Iona McGregor Area - The McGregor Blvd. /San Carlos Blvd area will be approaching build out by and some of the older (pre-1980) developments will begin to redevelop to take advantage of a higher end market seeking a combination of quick beach access and closeness to urban services. This area will remain primarily residential with retail uses located at the major intersections. The Summerlin Road Corridor will develop a new look by 2030 and will emerge as one of the county's primary medical service areas. This portion of the community will also continue to develop as a strong residential area with an influx of new gated communities. The San Carlos Island area, which is nearly built out today, will continue to develop its infill areas while maintaining its marine oriented nature.

### **Boca Grande**

The population is highly seasonal with peak population residency and daily visiting occurring during the months of November through May. With land vacancy of less than 15%, Gasparilla Island/Boca Grande has virtually no capacity for additional new development. It will look substantially the same in 2030 as it does today.

### **The Cape**

Cape Coral – Development in the City of Cape Coral will be stimulated by the expansion of the international airport, the construction of the new university, and the availability of reasonably-priced lots with public water and sewer. The imbalance between the city's population and its relatively small commercial and industrial sectors will continue to present a challenge in spite of the city's success in promoting the S.R. 78 corridor as an employment center.

Burnt Store – While remaining primarily residential with a high percentage of seasonal residents with some commercial and marine oriented amenities, this area is expected to double its dwelling units during the life of this plan from 917 in 1996 to over 2000 in 2030.

## Central Lee

The South Fort Myers - Will continue to be a core area of the county providing office area for professional services in areas such as financial and medical and will see an increased amount of commercial activity along the US 41 corridor and light industrial uses will continue to expand along the Metro Avenue corridor north of Daniels Parkway. The amounts of commercial and industrial uses in this community are expected to double and most of the suitable land for these uses will be developed by 2030.

The Daniels Parkway – Will have some rural characteristics which will remain in existence through the year 2030; however, much of the existing vacant land will be developed into low density gated communities.

The Gateway Community - is anticipated to grow from 1,500 permanent residents in 1996 to approximately 8,000 in 2030 and is expected to have fewer than 1,000 units remaining to be built in the year 2030.

The Southwest Florida International Airport - Will be greatly expanded by 2030. The expanded airport will have a second parallel runway and a new terminal building that will more than double the existing capacity of the airport.

The portion of the area south and west of Gateway and the airport and extends west of I-75 along Alico Road - . The airport expansion and the completion of Florida Gulf Coast University are expected to increase commercial and industrial development and while not expected to build out by 2030, the area will be much more urbanized with hitech/ clean industry businesses.

## East Lee

Alva - Slow residential and commercial growth and likely remain largely rural /agricultural.

Fort Myers Shores - Areas like Caloosahatchee Shores are expected grow substantially by 2030, both residentially and commercially and accommodate the needs of neighboring communities such as Alva, Bayshore, and Buckingham. Older urban areas like Palm Beach Boulevard are likely to experience significant demographic and economic change over the next decade.

Lehigh Acres - will continue to grow through the year 2030 at a rate faster than the county average growth rate and continue to struggle with providing sufficient non-residential uses to accommodate a community of its size.

## Fort Myers

The community of Fort Myers remains an administrative, financial, and cultural center for the rest of Lee County and this is not expected to change by the year 2030. The population of the Fort Myers community will also grow from the current 57,000 permanent residents in 1996 to over 86,000 permanent residents in 2030. The seasonal influx of residents in the Fort Myers community is not as great as in other areas of the county.

## The Islands

Upper Captiva, Cayo Costa, Useppa, Buck Key and Cabbage Key – Will remain much as they do today and will rely completely upon outside communities for commercial needs.

Pine Island - Will likely see modest growth, and a viable and productive agricultural community. Recent zoning changes will likely see it continue to be a haven between urban sprawl approaching from the mainland and the

wealth of the outer islands. Traffic constraints caused by the narrow road link to the mainland will limit future development, allowing the islands to evacuate from storms and protecting natural lands from unsustainable development.

## North Lee

**North Fort Myers** – The old US 41 corridor will be redeveloped with new commercial uses and waterfront development taking advantage of this areas close proximity to downtown Fort Myers and its riverfront location. The US 41 corridor from Pondella Road north will continue to attract new commercial development that will serve the North Fort Myers community and other surrounding communities. Most of the North Fort Myers community will develop at residential densities consistent with what is allowed by the Lee Plan Future Land Use Map.

**Bayshore** -- This community is predominantly a rural residential area of single family homes on large acreages, small horse farms, citrus groves, and plant nurseries, interspersed by some larger cattle grazing operations. There are also scattered single-family subdivisions and mobile homes on smaller lots, which provide for a full range of housing prices. There is limited urban infrastructure and commercial uses and residents of this area want to see this land use pattern maintained.

## Sanibel/Captiva

**Sanibel** – The City remains a destination for residents and tourists and will continue to look much as it does today with nominal population growth

**Captiva** – This Island is not expected to greatly change by 2030 and will look much as it does today in the absence of a major hurricane or other natural disaster.

## South Lee

**Bonita Springs** – One of the fastest growing communities in Lee County, the City is expected to nearly double in population between 1996 and 2030 with an expected 2030 permanent population of approximately 37,000. The Bonita Community will also remain an attractive seasonal homeowner destination and has an anticipated Seasonal Population of 61,000 in the year 2030. This community will have only 20% of its total land area remaining vacant or in agricultural use in the year 2030.

**San Carlos Park, Estero, and the area around Florida Gulf Coast University** – Expected to experience tremendous development pressures as this community explodes into the next century. Most of the vacant property in this community (nearly 70%) has some type of development approval most of which were granted prior to the advent of many of these new development engines. This area will emerge as an urban core for Lee County's high-tech research and development employment base.

## Potential Future Risk

The following tables list dwelling units and population projections by disaster response division and compare these results with 2007 unit and population data to indicate what growth rate each area may experience.

Table 64: Dwelling Unit Projections by Disaster Response Division

Disaster Response Division	2007 Single Family Units	2007 Multi Family Units	2007 Total	2030 Single Family Units	2030 Multi Family Units	2030 Total	Unit Change
The Beaches	19,871	32,531	52,402	16,387	38,548	54,935	2,533
Boca Grande*			1,226			1,570	344
The Cape	63,356	13,719	77,075	102,370	36,184	138,554	61,479
Central Lee	12,041	14,312	26,353	18,015	25,707	43,722	17,369
East Lee	33,576	12,495	46,071	58,679	35,270	93,949	47,878
Fort Myers	14,665	16,811	31,476	19,220	30,312	49,532	18,056
Islands	4,994	3,305	8,299	5,108	4,107	9,215	916
North Lee	9,726	15,514	25,240	17,568	38,681	56,249	31,009
Sanibel/Captiva	4,028	3,874	7,902	4,074	3,930	8,004	102
South Lee	29,729	38,885	68,614	37,982	54,269	92,251	23,637
<b>County Total</b>	<b>191,986</b>	<b>151,446</b>	<b>344,658</b>	<b>279,403</b>	<b>267,008</b>	<b>547,981</b>	<b>203,323</b>

Sources: Housing Units – Lee County DCD/Planning Division, Lee County TAZ Data, Lee County Property Data Analysis conducted for 2011 update

Population – Lee County TAZ Data, Lee County DCD/Planning Division, Planning Communities Data

\*Limited Data available for Boca Grande Disaster Response Division

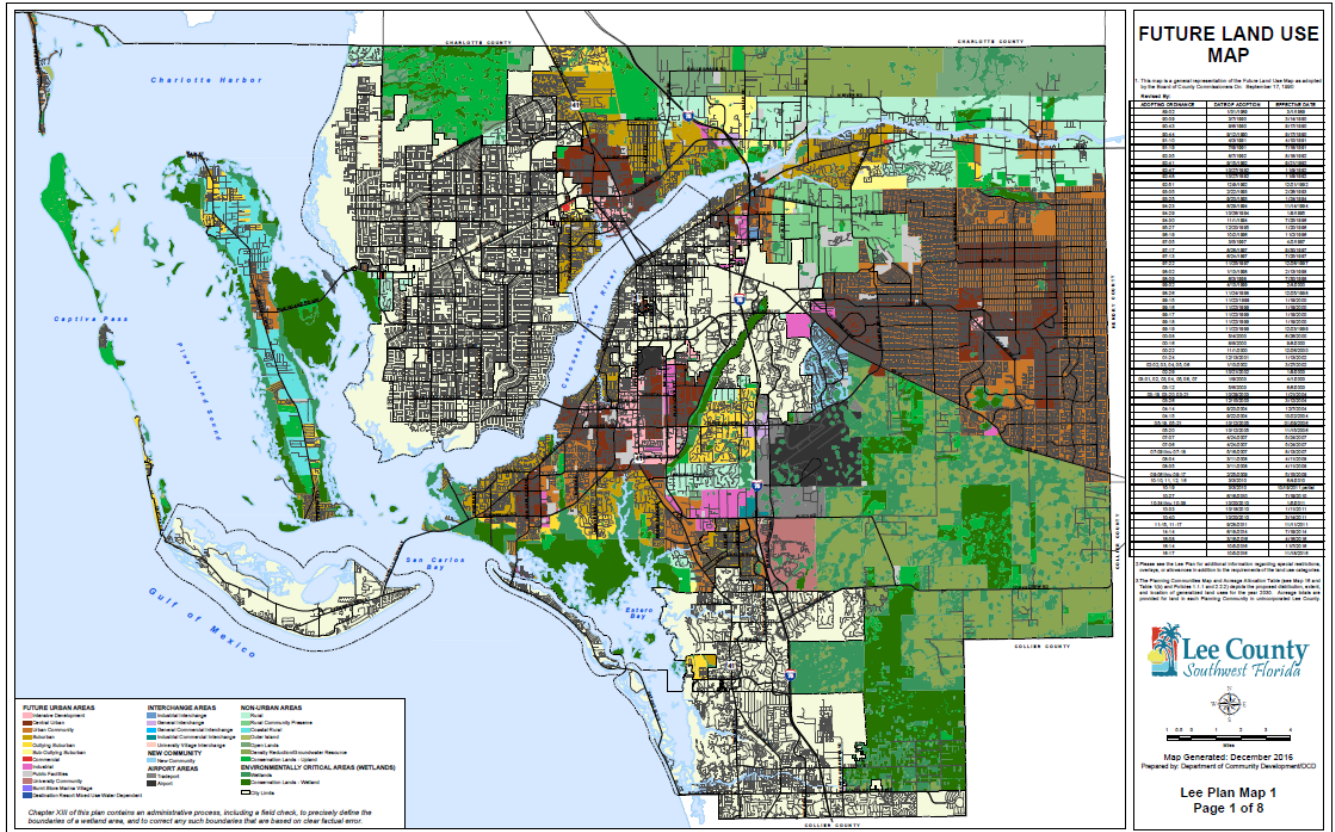
Table 65: 2030 Population Projection by Disaster Response Division

Disaster Response Division	2007 Population	2030 Population	Population Change
The Beaches	65,900	75,310	9,410
Boca Grande	1,214	1,531	317
The Cape	168,556	314,201	145,645
Central Lee	46,357	68,849	22,492
East Lee	96,506	163,308	66,802
Fort Myers	60,946	82,023	21,077
Islands	10,498	11,810	1,312
North Lee	39,583	84,581	44,998
Sanibel/Captiva	6,450	6,575	125
South Lee	100,552	131,381	30,829
<b>County Total</b>	<b>596,562</b>	<b>939,569</b>	<b>343,007</b>

Sources: Population – Lee County TAZ Data, Lee County DCD/Planning Division, Planning Communities Data

The Cape Division is expected to see the largest growth, almost doubling in size by the year 2030. East Lee will see the next highest growth followed by followed by North Lee and South Lee. The growth in these four Disaster Response Divisions will make up nearly 85% of expected future growth. The growth rates of Divisions closest to the coast will be lower due to either low density limits are because they are at build out. The Central Lee and Ft. Myers Divisions may experience a moderate growth increase.

Figure 28: Future Land Use Map



# Appendix B: LMS Ranking Worksheet

**PROJECT NAME (or brief Description):** \_\_\_\_\_

**JURISDICTION:** \_\_\_\_\_

**Addressed in Community Comprehensive Plans, Programs and Policies:**

- County/City Comprehensive Plan
- Capital Improvement Program
- Five - year Strategic Plan
- Land Development Codes, Zoning Ordinances, Building Codes
- Surface Water Management Plans
- Beach Management Plans
- Floodplain Management/Hazard Mitigation Plans
- Other environmental, conservation, preservation and/or reclamation plans or programs

<b>Score</b>	4	Project is addressed in at least four (4) items listed
	3	Project is addressed in at least three (3) items listed
	2	Project is addressed in at least two (2) items listed
	1	Project is addressed in at least one (1) item listed
	0	Project is not addressed in any item listed

**Consistent with existing regulatory framework:**

- County, City Land Development Codes
- County, City Environmental Statutes
- County, City Wetland Regulations

<b>Score</b>	4	Project fits within existing regulatory network
	3	Project requires a change or waiver in one of the items listed
	2	Project requires a change or waiver in two of the items listed
	1	Project requires a change or waiver in all items listed above
	0	Project requires changes or waivers that extend the time line to complete the project

**Probability of Funding:(with local funds)**

<b>Score</b>	4	Funding can be accomplished through matching local dollars from other sources, or a blend of funding sources
	3	Funding could only be accomplished through post-disaster funding options
	2	No local funding sources can be identified
	1	Funding is available through local short term budgeting
	0	Funding is available through local long term budgeting

**Community Rating System Credit**

<b>Score</b>	4	Open Space Preservation, Drainage System Maintenance or Storm-water Management Project
	3	Flood Damage Reduction Project (acquisition, relocation, elevation)
	2	Flood Preparedness Project
	1	Public Outreach Project
	0	Project that will provide no improvement to the community's Community Rating System score

**Community Benefit:**

- City of Bonita Springs
- City of Cape Coral
- Village of Estero
- City of Fort Myers
- City of Sanibel
- Town of Fort Myers Beach
- Unincorporated Lee County

<b>Score</b>	4	Project benefits all communities
	3	Project benefits four (4) of the communities listed
	2	Project benefits three (3) of the communities listed
	1	Project benefits two (2) of the communities listed
	0	Project benefits one (1) of the communities listed

**Community Exposure:**

- Repetitive exposure to damage
- High risk or other specific problem

<b>Score</b>	4	Project mitigates a high risk problem based on the community's vulnerability assessment
	3	Project mitigates a repetitive loss property as defined by FEMA (a property having two or more flood losses of \$1,000 or greater within a ten year period)
	2	Project mitigates loss of essential services to the community
	1	Project mitigates documented damage resulting from a recent disaster
	0	Project mitigates loss of potential future damage

**Level of Public Demand, County wide: (Select this score with the LMS Group)**

<b>Score</b>	4	Very High interest and public support
	3	High interest and public support
	2	Moderate interest and public support
	1	Low interest and public support
	0	No interest and public support

**Estimated Ratio of Benefit vs. Cost:**

<b>Score</b>	4	Benefit/cost ratio = 4.0 or greater
	3	Benefit/cost ratio = 3.0 - 3.9
	2	Benefit/cost ratio = 2.0 - 2.9 or benefit /cost ration not applicable or quantifiable
	1	Benefit/cost ratio = 1.0 - 1.9
	0	Benefit cost ratio < 1.0

**Complexity of Implementation:**

- Time involved for planning and/or completion
- Numerous agencies and/or jurisdictions involved
- Permitting (type and time period) involved
- Public vote required
- Public hearing required
- Environmental impact assessment

<b>Score</b>	4	Relatively easy project to put in place, in a short period of time
	3	Project not that complex to put in place based on items listed
	2	Project somewhat complex due to one (1) of the items listed
	1	Complex project due to at least two (2) of the items listed
	0	Complex project due to at least three (3) or more of the items listed

**Critical Service Improvement:**

<b>Score</b>	4	Project reduces vulnerability of critical service necessary for life biologically (power, water, sewer, gas, medical care facility)
	3	Project reduces vulnerability of critical services necessary for life safety and security (law enforcement, fire, telecommunications, emergency shelters, evacuation route)
	2	Project reduces vulnerability of hazardous facility (facility storing extremely hazardous substance)
	1	Project reduces vulnerability of a business considered an essential service (fueling facility, food retail outlet)
	0	Project does not reduce vulnerability of an identified critical service

**Time frame to complete project:**

<b>Score</b>	4	One (1) year to complete
	3	Two (2) years to complete
	2	Three (3) years to complete
	1	Four (4) years to complete
	0	Five (5) years or more to complete



**HURRICANE SHELTER DEFICIT PROJECTS**

**Storm Surge Vulnerability**

Score	4	Outside Category 4/5 evacuation zone
	3	Inside Category 4/5 evacuation zone, floor above category 3 flood
	2	Inside Category 3 evacuation zone, floor above category 3 flood
	1	Inside Category 3 evacuation zone, floor below category 3 flood
	0	Inside Category 2 evacuation zone

**Building Construction**

Score	4	Heavy Construction
	3	Moderate Hurricane Resistance
	2	Some Hurricane Resistance
	1	Light Construction
	0	Information not available

**Project Improvement**

Score	4	Improves structural integrity of building envelope from wind and flood effects
	3	Improves structural integrity of building envelope from wind effects
	0	Does not improve structural integrity of building envelope from wind and flood effects

**Facility's Potential Use as Hurricane Shelter Managed by American Red Cross**

Score	4	Project will mitigate identified deficiencies in the facility that will allow Red Cross to manage facility
	3	Project will mitigate identified deficiencies in the facility that will allow other sheltering agency to manage facility
	2	Project will mitigate major deficiencies in the facility that will allow it to be used as a refuge of last resort
	0	Project will not mitigate identified deficiencies in the facility

**Increase in Shelter Capacity**

Score	4	1000 or greater additional spaces
	3	500 - 999 additional spaces
	2	150 - 499 additional spaces

**Building Availability**

Score	4	Public facility/Full availability
	3	Private facility/Full availability
	2	Public facility/Limited availability
	1	Private facility/limited availability

**Project Cost Effectiveness**

Score	4	Less than \$100 per shelter space
	3	\$101 - \$150 per shelter space
	2	\$151 - \$200 per shelter space
	1	\$201 - \$250 per shelter space
	0	Greater than \$250 per shelter space

**COMPILATION OF SCORES**

<b>Score</b>	<b>Criterion</b>
	Addressed in community comprehensive plans, programs and polices
	Consistent with existing regulatory framework
	Probability of funding (with local funds)
	Community Rating System (CRS) credit
	Community benefit
	Community exposure
	Level of Public Demand
	Estimated ratio of benefit vs. cost (for FEMA projects)
	Complexity of implementation
	Critical service improvement
	Time to complete project
	<b>Total Score</b>

Date Completed: \_\_\_\_\_

Scoring performed by: \_\_\_\_\_ Disaster Advisory Council Post Disaster Recovery Task Force

Authorized Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature \_\_\_\_\_

# Appendix C: Public Involvement and Meeting Materials

---

*August 22, 2016*

Public Notice

<b>The News-Press</b> <b>media group</b> <small>news-press.com   A GANNETT COMPANY</small>	
<b>Classified Ad Receipt</b> (For Info Only - NOT A BILL)	
<b>Customer:</b> LCBC-COUNTY ADMINISTRATION	<b>Ad No.:</b> 0001493197
<b>Address:</b> 2115 2ND ST FORT MYERS FL 33901 USA	<b>Net Amt:</b> \$252.92
<b>Run Times:</b> 1	<b>No. of Affidavits:</b> 1
<b>Run Dates:</b> 08/15/16	

**Text of Ad:**

**PUBLIC NOTICE**

**County's Local Mitigation Strategy  
Update**

**PLEASE BE ADVISED** that Lee County Emergency Management will hold a public meeting where concerns and comments will be heard in order to update the County's Local Mitigation Strategy. The first meeting will be held on **Monday, August 22, 2016 at 2:00pm at the Lee County Emergency Operations Center (2675 Ortiz Ave, Fort Myers, FL 33905).**

The Local Mitigation Strategy (LMS) establishes a plan to make the County safer from a variety of hazards and to reduce long term deaths and property damage. Federal rules require that local governments maintain a Local Mitigation Strategy to receive several types of disaster related assistance grants. Public comment is a federal requirement for plan approval.

Lee County Emergency Management encourages the public to view the draft version of the plan at the website: <https://www.leegov.com/publicsafety/emergencymanagement/plan/mitigation>

Comments on the plan can be directed to: Lee Mayfield, Lee County Public Safety/Emergency Management, 239-533-0622, [lmayfield@leegov.com](mailto:lmayfield@leegov.com).

Public input in the development of the Local Mitigation Strategy will ensure that the money is spent on mitigation projects that benefit the community most. Lee County Emergency Management needs help in identifying places that are at risk to natural hazards and projects that could be carried out to mitigate the hazards. Hazard mitigation actions include: prevention, property protection, public education, natural resource protection, emergency services protection and structural projects. Lee County Emergency Management is looking for mitigation project ideas.

Persons with disabilities who need an accommodation to participate in the public hearing should contact Lee Mayfield, 239-533-0622, [lmayfield@leegov.com](mailto:lmayfield@leegov.com). To ensure availability of services, please request accommodation as soon as possible but preferably five or more business days prior to the event. Persons using a TDD may contact Lee Mayfield through the Florida Relay Service, 711.

PO#WESTEN REF#L081516-106  
AD#1493197 August 15, 2016

# Sign-In Sheet

A	B	SIGN IN SHEET for 8/22/2016		D	E
Attendees	Agency	Email Addresses	Office Phone #	Signature	
2 Abes, Ben	Lee County Public Safety	benjamin.abes@leegov.com	(239) 533-3661		
1 Ahmadi, Kevin		kevina@gulfoastvillage.org			
5 Barden, Jack	Equal Opportunity Analyst	jbarden@leegov.com	(239) 533-2201		
5 Baucom, Warren	Lee County Economic Development	wbaucom@leegov.com	(239) 338-3161	<i>Warren Baucom</i>	
7 Beck, Richard	Lee County Public Works Dept.	rbeck@leegov.com	(239) 533-8822		
3 Benacquisto, Senator Lizbeth		benacquisto.lizbeth.web@flsenate.gov			
3 Bjostad, James	Lee County Emergency Mgmt	jbjostad@leegov.com	(239) 533-0617		
0 Blood, Valerie	Lee County Emergency Mgmt	vblood@leegov.com	(239) 533-0610	<i>Valerie Blood</i>	
1 Bowen, Trenton Chief	City of Fort Myers Fire Dept.	Tbowen@cityfmyers.com	(239) 321-7311		
2 Brady, Christine	Lee County Human Resources Director	cbrady@leegov.com	(239) 533-2348		
4 Bridges, Sandi	Lee County Emergency Mgmt	sbridges@leegov.com	(239) 533-0615		
3 Brown, Pam	Visitors Bureau / Conference & Event Manager	pbrown@leegov.com	(239) 338-3500	<i>Pam Brown</i>	
5 Cain, John	American Red Cross	disaster@arcllee.org	(239) 278-3401		
6 Campbell, Chris	City of Bonita Springs	Christopher.Campbell@cityofbonitasprings.org			
7 Campbell, Gerald	Emergency Manager - FGCU	gcampbell@fgcu.edu	(239) 690-1948	<i>Gerald Campbell</i>	
8 Carter, Cindy	Lee County Parks & Recreation	ccarter@gmail.com	(239) 229-0433	<i>Cindy Carter</i>	
9 Carter, Linda	No Person Left Behind	mslindacarter@gmail.com	(239) 388-6846		
0 Cassidy, Frank	City of Bonita Springs	frank.cassidy@cityofbonitasprings.org	(239) 949-6257	<i>Frank Cassidy</i>	
1 Cloutier, Peter	Internal Services / Mgr. Internal Serv. - Fiscal	pcloutier@leegov.com	(239) 533-8512		
2 Cochran, Don Chief	City of Cape Coral Fire Department	dcochran@capecoral.net			
3 Crawford, David		dcrawford@swfrcp.org			
4 Crisafulli, Susan	LCEC	susan.crisafulli@lcec.net	(239) 656-2399		
5 Dalton, Lt. William	Sanibel Police Department	bill.dalton@mysanibel.com	(239) 472-3111	<i>Bill Dalton</i>	
6 Davis, Jenny	Public Safety / Administrative Specialist	jdavis@leegov.com	(239) 533-3948	<i>Jenny Davis</i>	
7 Deerey, Aaron	Lee County Port Authority	amdeerey@flylcpa.com	(239) 590-4696		
8 Delrose, L	City of Fort Myers	ldelrose@cityfmyers.com			
9 Dobson, Kenny	School District of Lee County	KennethDD@leeschools.net	(239)0839-9083		
0 Doggett, Linda	Lee Clerk of Courts	ldoggett@leeclerk.org	(239) 533-2554		
1 Donley, Liz	Charlotte Harbor National Estuary Program	ldonley@chnep.org			
2 Drake, Dylan	Lee County Human Resources	Draked@leegov.com	(239) 533-2005		

A	B	SIGN IN SHEET for 8/22/2016		D	E
Attendees	Agency	Email Addresses	Office Phone #	Signature	
33 Duncan, Danny	Sanibel Fire	Danny@sanibelfire.com			
34 Duncan, Gary E.	Lee County Port Authority	GEDuncan@flylcpa.com	(239) 590-4721		
35 Dunn, Brandon	Lee County Community Development	bdunn@leegov.com	(239) 533-8809		
36 Eck, Caitlyn	Lee County Health Department	Caitlyn.Eck@flhealth.gov	(239) 461-6128	<i>Caitlyn Eck</i>	
37 Eckert, Timothy	Parks & Recreation	teckert@leegov.com	(239) 432-2076		
38 Farmer, Rob - DAC Chair	Lee County Public Safety Director	rfarmer@leegov.com	(239) 533-3611	<i>Rob Farmer</i>	
39 Fenske, Jennifer	Lee County Public Safety	jfenske@leegov.com	(239) 533-3622		
40 Flanjack, Alise	Lee County Parks & Recreation	aflanjack@leegov.com	(239) 533-7451		
41 Floyd, William	Lee County Emergency Mgmt	wfloyd@leegov.com	(239) 533-0611		
42 Fournier, Celeste	Lee County Emergency Mgmt	cfournier@leegov.com	(239) 533-0694		
43 Fournier, Jason	Lee County Solid Waste	JFournier@leegov.com	(239) 338-3302	<i>Jason Fournier</i>	
44 Frantz, Joe	Lee County DOT Operations	frantzj@leegov.com	(239) 533-9400		
45 Fraser, Andrea	Lee County Attorney	afraser@leegov.com	(239) 533-2236		
46 Gabrick, Eileen	Lee Clerk of Courts	egabrick@leeclerk.org	(239) 533-2124		
47 Gibbons, John	Southwest Florida Regional Planning Council	jjgibbons@SWFRPC.org	(239) 338-2550		
48 Gooderham, Kate - Vice Chair	Gooderham & Associates	kgooderham@comcast.net	(239) 489-2616	<i>Kate Gooderham</i>	
49 Goyette, Paul	Lee County Lee Tran	pgoyette@leegov.com	(239) 533-0343	<i>Paul Goyette</i>	
50 Grant, Damon	Lee County Construction & Design	dgrant2@leegov.com	(239) 281-6086		
51 Grigsby, Melanie R	City of Ft. Myers	Mgrigsby@cityfmyers.com	(239) 321-7487		
52 Guirguis, Ehab	Lee County DOT Operations	equirguis@leegov.com	(239) 533-9400	<i>Ehab Guirguis</i>	
53 Gulamali, Al	Lee County Port Authority	AlGulamali@flylcpa	(239) 590-4720		
54 Hamilton, Rebecca	Examiner	rhamilton@leegov.com	(239) 277-5020		
55 Hanna, Rebecca	Public Safety / Office Manager	rhanna@leegov.com	(239) 533-3673		
56 Harner, David	Parks and Recreation / Director	dharner@leegov.com	(239) 533-7408		
57 Harris, David	Budget Services / Manager, Budget Services	dharris@leegov.com	(239) 533-2301		
58 Hartwell, Judy	City of Fort Myers Fire Dept.	jhartwell@cityfmyers.com	(239) 321-7321	<i>Judy Hartwell</i>	
59 Hawes, Karen	County Administration / County Manager	khawes@leegov.com	(239) 533-2221		
60 Hayden, Kenneth	Community Association Manager	Ken@Hayden-Associates.com	(239) 489-4890		
61 Hayhurst, Patrick	Lee County School Dist.	Patrick.J.H@leeschools.net	(239) 337-8598		

SIGN IN SHEET for 8/22/2016					
A	B	C	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature	
62	Henninger, Lance	Sanibel Emergency Management	emergency.management@mysanibel.com	(239) 472-3111	
63	Henningson, John - Boca Grand		jchningson@aol.com		
64	Higgins, Douglas	Lee County Public Safety	dhiggins@leegov.com	(239) 533-3916	
65	Higginbotham, Tom	Fort Myers Fire Department	thigginbotham@cityftmyers.com		
66	Hunter, Arleen	City of Bonita Springs	arleen.hunter@cityofbonitasprings.org		
67	Ink, James				
68	Jackson, Tricia	Lee County Budget Services	tjackson@leegov.com	(239) 533-2309	
69	Jacoby, Billie	Community Development	bjacoby@leegov.com	(239) 533-8648	Billie Jacoby
70	Jerant, Andy	American Red Cross	andy.jerant@redcross.org		
71	Jordan, James	City of Sanibel	jimmy.jordan@mysanibel.com	(239) 472-4136	
72	Kazemi, Saeed	City of Ft. Myers	skazemi@cityftmyers.com	(239) 321-7215	
73	Keyes, Pam	Lee County Utilities	Pkeyes@leegov.com	(239) 533-8544	
74	Kinsey, Philip	Bonita Fire	Kinsey@bonitifire.org		
75	Kirton, Kim	Public Resources / Administrative Specialist	kkirton@leegov.com	(239) 533-2107	
76	Klein, Bonnie	Facilities Construction & Management Life Safety	bklein@leegov.com	(239) 707-5688	
77	Kreiger, Lisa	Natural Resources / Operations Manager	lkreiger@leegov.com	(239) 533-8706	
78	Kreuz, Jeanette	Fort Myers Police Department	jkreuz@fmpolice.com	(239) 321-7759	
79	LaGuardia, Joan	Lee County Community Development	jla Guardia@leegov.com	(239) 533-8705	
80	LaMontagne, Timothy	Solid Waste / Solid Waste Coordinator	tlaMontagne@leegov.com	(239) 533-8960	
81	Larsen, Sandy	City of Sanibel	sandy.larsen@mysanibel.com	(239) 472-6397	
82	Lassiter, Trish	LCEC	Trish.Lassiter@lcec.net	(239) 292-3143	
83	Le-Blanc-Hutchings, Lisa	Lee County Port Authority	lleblanc-hutchings@lcpa.com	(239) 660-4852	
84	Liggins, Mike		MLiggins@bsu.us		
85	Love, Jim	Lee County Health Department	James.Love@lhealth.gov	(239) 660-2103	
86	Lovejoy, Donna	City of Fort Myers	dlovejoy@cityftmyers.com	(239) 321-7217	
87	Loveland, David	Lee County Dept. of Transportation	Loveldadm@leegov.com	(239) 478-8509	
88	Lucia, Scott Captain	Lee County Sheriff's Dept.	SLucia@sheriffleefl.org	(239) 477-1086	
89	Mallow, Terry	Lee Clerk of Courts	tmallow@leeclerk.org	(239) 533-2184	
90	Manzo, Barbara	Lee County Parks & Recreation	Barbara@leegov.com	(239) 533-7412	
91	Marichal, Terry	Public Safety / Administrative Specialist	tmarichal@leegov.com	(239) 533-3664	
92	Margolis, Senator Gwen		margolis.gwen.web@flsenate.gov		
93	Mayfield, Lee	Lee County Emergency Mgmt	Lmayfield@leegov.com	(239) 533-0620	

SIGN IN SHEET for 8/22/2016					
A	B	C	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature	
84	Mazurkiewicz, Heather	Lee Building Industry Assoc.	Heather@bia.net	(239) 936-5525	
85	Mercado, Roger	Lee County Human Services	rmercado@leegov.com	(239) 533-7930	
86	McGee, Jim	Lee County Historic Preservation Board	jmdgee@ohc1.com	(239) 871-6267	
87	McIntyre, Ed	Lee County Parks & Recreation	Mcintyre@leegov.com	(239) 590-0554	
88	Miller, Rita	Lee Clerk of Courts	rmiller@leeclerk.org		
89	Moore, Steven Chief		samoore@fgu.edu		
100	Murphy, Gerald	Murphy Planning	jerry@murphyplanning.com	(239) 322-8510	
101	Myers, Steve	Lee County Transit	Stmyers@leegov.com	(239) 277-5012	
102	Nelson, Stanley		snelson@sheriffleefl.org		
103	Nesbit, Chief Larry	Bayshore Fire & Rescue	Chief@bayshorefire.org	(239) 543-3443	
104	Noble, Matthew	DCD Planning / Principal Planner	mnoble@leegov.com	(239) 533-8548	
105	Norvell, Jeremy	Lee County DOT	jnorvell@leegov.com	(239) 533-9400	
106	Ottolini, Roland	Natural Resources / Division Director	rotolini@leegov.com	(239) 533-8127	
107	Pigott, Tamara	Visitors and Convention	tpigott@leegov.com	(239) 533-6715	
108	Porter, Gary	Manager	gporter@leegov.com	(239) 498-0157	
109	Pringle, Bonnie		Bonnieglwa@comcast.net		
110	Quimby, Debbie	Lee County Emergency Management	dquimby@leegov.com	(239) 533-3640	
111	Richardson		urichardson@ralaw.com		
112	Richter, Garrett Senator		richter.garrett.web@flsenate.gov		
113	Ringle, Rachel	Cape Coral Emergency Management	ringle@capecoral.net	(239) 242-3635	
114	Rodgers, Michelle	Lee County Emergency Management	mrodgers@leegov.com	(239) 533-0905	
115	Rodriguez, Alberto Dr	Lee County School District	AlbertoR@leeschools.net	(239) 337-8106	
116	Rooker, Kathleen		mycapd8@gmail.com		
117	Sampson, Lindsey	Lee County Solid Waste	sampsoli@leegov.com	(239) 338-3302	
118	Schwing, Carl	City of Bonita Springs	carl.schwing@cityofbonitasprings.org		
119	Scott, Denise	Lee County Website Coordinator Content	dscott@leegov.com	(239) 533-2306	
120	Seeley, Ellen	City of Cape Coral Fire Dept.	eseeley@capecoral.net	(239) 573-3022	
121	Simmons, Clay	Lee County DOT	wsimmons@leegov.com	(239) 533-8803	
122	Smith, Holly	Private Citizen of Sanibel	boatclub411@gmail.com	(239) 707-9800	
123	Solich, John	Lee County DOT Operations	jsolich@leegov.com	(239) 533-9400	
124	Southall, Robert	Lee County Transit	rsouthall@leegov.com	(239) 533-0363	
125	Spearo, Jesse	Cape Coral Emergency Management	jspearo@capecoral.net	(239) 242-3611	

SIGN IN SHEET for 8/22/2016				
A	B	C	D	E
Attendees	Agency	Email Addresses	Office Phone #	Signature
126	Stead, Ken	ken@swfma.com		
127	Stelmacki, Sonny	Sonnyas@leeschools.net		
126	Stewart, Bob	Rstewart@leegov.com	(239) 533-8320	
129	Tapfumaneyi, Sandra	stapfumaneyi@leegov.com	(239) 533-0614	
130	Tomlinson, Bill	Bill.tomlinson@ci-sanibel.fl.us	(239) 472-3111	
131	Trescott, Dan	DTrescott@swfrc.org	(239) 338-2550 x220	
132	Vance, Audrey	audrey.vance@cityofbonitasprings.org		
133	Vidal, Denis	denise.vidal@lcec.net		
134	Wade, Doug	dswade@leememorial.org		
135	Weis, Dan	dweis@leegov.com	(239) 707-6719	D. R. Weis
136	Walker, Tim	twalker@swfrc.org	(239) 338-2550	Tim Walker
137	Wheaton, Patti	Pwheaton@leegov.com	(239) 277-5020	
138	Will, Megan	Megan@FortMyersBeachFL.gov	(239) 765-0202	
139	Wilson, Hans	hans@hanswilson.com	(239) 656-7083	
	<i>Sandra Tapfumaneyi</i>	<i>REC'S REGAN B - DON</i>	<i>Tenniker, Dennis SWFL Marine Assoc 850-681-1171</i>	
	<i>Beals, Nathan</i>	<i>Lee County Utilities</i>	<i>nbeals@leegov.com 239-533-8157</i>	
	<i>Trescott, DAN</i>	<i>SWFRC Consultant</i>	<i>trescott@zmail.com 239-850-7163</i>	<i>Dan Trescott</i>
	<i>Massey, David</i>	<i>Intern Lee county management</i>	<i>intern</i>	<i>D. Massey</i>

## Meeting Minutes

### DISASTER ADVISORY COUNCIL LMS WORKING GROUP MEETING August 22, 2016

**Baucom, Warren – Lee County Economic Development**  
**Beals, Nathan - Lee County Utilities**  
**Blood, Valerie - Lee County Emergency Management**  
**Brown, Pam - Visitors Convention Bureau**  
**Campbell, Gerald – Florida Gulf Coast University**  
**Carter, Cindy – Lee County Parks & Recreation**  
**Cassidy, Frank – City of Bonita Springs**  
**Dalton, William – Sanibel Police Department**  
**Davis, Jenny - Lee County Public Safety**  
**DiPiero, Patty – Lee County Utilities**  
**Eck, Caitlyn – Lee County Health Department**  
**Farmer, Rob – Lee County Public Safety**  
**Fenske, Jennifer – Lee County Public Safety**  
**Fournier, Celeste - Lee County Emergency Management**  
**Gooderham, Kate - Gooderham & Associates**  
**Goyette, Paul – Lee County Lee Tran**  
**Guirguis, Ehab – Lee County DOT**  
**Hartwell, Judy – City of Fort Myers Fire Dept.**  
**Jacoby, Billie – Lee County Community Development**  
**LaGuardia, Joan – Lee County Community Development**  
**Le-Blanc-Hutchings, Lisa – Lee County Port Authority**  
**Massey, David – Intern Lee County Management**  
**Mayfield, Lee - Lee County Emergency Management**  
**Quimby, Debbie - Lee County Emergency Management**  
**Rodgers, Michelle - Lee County Emergency Management**  
**Seeley, Ellen – City of Cape Coral Fire Department**  
**Smith, Jennifer – Lee County Health Department**  
**Trescott, Dan – SWFRPC Consultant**  
**Weis, Dan – Construction and Design**  
**Walker, Tim – SWFL Regional Planning Council**  
**Will, Megan – Town of Fort Myers Beach**



### Agenda Items

- LMS bid process update
- Review and feedback of key components
  - Introduction/Purpose
  - Benefits
  - Planning Process
  - Hazard Identification
  - Vulnerability Assessment
  - Development Trends
  - Goals and Objectives
  - Project List
- Public Input and Comment

**Rob Farmer, Public Safety Director opened the meeting at 2:00 pm on 8/22/16.**

#### Introduction/Purpose – Rob Farmer

As we move forward the LMS Working Group is going to be very important for our plan. Just want to make sure we give our best in the continued weeks to have as much representation as we can from all our municipalities and partners. Lee will talk about the RFP that is out and when you bring projects back from your organization to get approval for the list. When it's time we will be using Roberts Rules to approve those projects as they come forward. We appreciate everyone being here and if you have any questions please don't hesitate to ask.

#### Introduction/Purpose - Lee Mayfield

I think we have all 6 six municipalities here except the City of Fort Myers. If you have not signed in, please remember to do this. A lot of what we do in this process has to be documented on the checklist, and participation is one of them. This is the first meeting that we publically noticed; in the News Press and posted on the County website. We will be scheduling a meeting for September and you will come with your new projects. The purpose is to lessen the impact of the disasters and a tool for establishing funding. If projects are not ranked on the list we do not get any funding. We want to make sure that the process and projects are listed and that we comply with all the other plans. Need to update historic structures, top employers, target neighborhoods, and critical facilities.

#### Requests for Proposals - Lee Mayfield

This has been a joint effort between us and Lee County Emergency Management. The Bid closes on August 31<sup>st</sup> and bid evaluations on September 7<sup>th</sup>. This is a plan update and not a plan creation so we are not starting from a blank sheet of paper. We will work with the vendor after they are awarded.

#### Benefits - Lee Mayfield

This is making sure that certain funding sources are available. We need the ability to accept that money; supporting more effective pre and post disaster mitigation things like shelters. We have not really addressed this on the project list in the last 5 years, but need to make sure it is still consistent with what we want. When putting projects on the list it is justification for other grants that you apply for, so not only for disasters.

#### Planning Process - Lee Mayfield

There is a whole section on the planning process and this meeting is part of that. We will have to edit how we went through it. If you read the current process it talks about two interns that worked with this committee

& GIS to compile the data and information. The new narrative will reflect current process for updating this plan like we are doing today. There will be a series of meetings that will occur. These meetings will be publically advertised per the State requirements. Probably by December, January or February timeframe we will have a draft copy of the final plan to review. That plan will be sent out to all of you to review and edit. Question: How long does it take your cities to get something on your agenda/schedule? Answer: Roughly two weeks.

We need to have this plan fully reviewed by the middle of June.

#### Hazard Identification – Celeste Fournier

You should have a copy of the current version Lee County Vulnerability Analysis 2016 in front of you. Anything that has a red asterisk is something that is more addressed in the Local Mitigation Strategy Plan normally. The LMS usually only discusses natural hazards and does not cover man-made hazards. This is a complete list that covers all hazards and threats for Lee County. In the LMS you will only go through the items that need to be addressed, (the red asterisks) some in depth and some not so in depth. The list is based on the 2010 census and we will get it updated when the new one comes out. This list includes man made hazards although it's not required in this plan, but we wanted to be consistent with this study.

#### Vulnerability Assessment - Lee Mayfield

This is the detailed information on values and estimated losses in vulnerable areas for each hazard. We will have GIS and other program software that we will be able to pull this information from.

#### Development Trends - Lee Mayfield

Land development trends, population and development projections, potential future risk; Geographic Divisions and Planning Communities; Risks associated for each hazard. When we activate the EOC for a disaster we use 10 geographic divisions and this is how we run response. We will probably keep this the same, unless someone wants to change this.

#### Goals and Objectives - Lee Mayfield

- 1) Support prevention activities and projects that reduce the risk of life and damage to property from identified hazards.
- 2) Support activities and projects that reduce or avert property damage on properties that have suffered repeated damage from identified hazards.
- 3) Support natural resource protection activities that preserve or maintain natural areas.
- 4) Support the achievement of emergency services activities taken during a disaster incident to reduce the hazard's impact.
- 5) Support efforts to obtain funding for engineered projects that help keep the hazards impact away from identified vulnerable areas.
- 6) Encourage public support and commitment to local hazard mitigation efforts by showing its benefits through public information activities that advise property owners, potential property owners, and visitors about hazards, and ways to protect people and property from these hazards and the benefits of protecting our natural resources.
- 7) Maintain current pre and post disaster redevelopment and mitigation policies and procedures designed to reduce or avert the community's future disaster potential.

My job will be to go through this and reach out to the point of contact for this plan to see if this something needs to be removed, added or edited. If you have comments or questions on any of this, please email or call me. I think most of these goals and objectives are generic procedures, but in some cases they will have to be edited.

#### Plan Maintenance Process - Lee Mayfield

This plan is formally updated every 5 years, but sits on the shelf too much. Once we do a clean sweep of this plan, edit and add projects we will probably get better at this and will have a better strategy for monitoring this evaluation list in the future.

- Project List Updates

General city update of where you are at on this project list: On the handout Mitigation Initiatives, page 2 - Moving forward you will have to go through this scoring process on the worksheet. Will also, send out more details that tells what projects are allowed and who can approve. If you have any questions, before these meetings, please email or call anytime.

William Dalton / Sanibel Police Dept. – We are reviewing this list and all the different departments are going to submit any plans or projects they want. I'm personally going to put together a project to get funding to buy satellite phones for a back up communication that operates two way radios. It will allow us to put them in the control cars if we had a situation where communication gets wiped out. Other departments will kick in other ideas, as well.

Judy Hartwell / Fort Myers Fire Dept. – Will bring 2 new projects forward-both drainage improvements just started on and within the next month will have more information.

Frank Cassidy / City of Bonita Springs – We are reviewing the list and not making any changes at this time. We will be ready in a month with some suggestions.

Ellen Seeley / City of Cape Coral – We don't have any projects right now to add. What's on the list needs to come off of the list, either completed or plans have changed. The key for us is bringing together our community development department and our public works department to get their buy in which has been somewhat of a struggle based on other priorities they have.

Scott / City of Estero – We will be ready; have a question on Bonita Springs/loss property evaluation on list. The property with flooding or for county to buy out, so they don't flood year after year.

Kate Gooderham - #109 Lee County Gasparilla Island Beach Restoration Project-Funded, not sure what that means and should be someone to check other than Marine Services.

- Public Input and Comment

We will probably set up our EM Website to be a portal to leave comments and post feedback there. Suggested next meeting is September 19<sup>th</sup> at 2:00 pm.

Gerald Campbell - Is the plan to purge the whole list entirely? Good question. We will need to review the list and will have to state why project is done, so basically redoing the list.

### **Adjourn**

Motion to adjourn made by William Dalton, Seconded by Kate Gooderham.

Meeting adjourned at 2:53 PM

# September 19, 2016

## Public Notice

<b>The News-Press</b> <b>media group</b> <small>news-press.com   A GANNETT COMPANY</small>	
<b>Classified Ad Receipt</b> (For Info Only - NOT A BILL)	
<b>Customer:</b> LEE COUNTY GOVERNMENT	<b>Ad No.:</b> 0001560175
<b>Address:</b> 2115 SECOND STREET FORT MYERS FL 33901 USA	<b>Net Amt:</b> \$204.95
<b>Run Times:</b> 1	<b>No. of Affidavits:</b> 1
<b>Run Dates:</b> 09/12/16	

**Text of Ad:**

**PUBLIC NOTICE**

County's Local Mitigation Strategy Update

PLEASE BE ADVISED that Lee County Emergency Management will hold a public meeting where concerns and comments will be heard in order to update the County's Local Mitigation Strategy. The meeting will be held on Monday, September 19th, 2016 at 2:00pm at the Lee County Emergency Operations Center (2675 Ortiz Ave, Fort Myers, FL 33905).

The Local Mitigation Strategy (LMS) establishes a plan to make the County safer from a variety of hazards and to reduce long term deaths and property damage. Federal rules require that local governments maintain a Local Mitigation Strategy to receive several types of disaster related assistance grants. Public comment is a federal requirement for plan approval.

Lee County Emergency Management encourages the public to view the draft version of the plan at the website: <http://www.leegov.com/publicsafety/emergencymanagement/plan/mitigation>

Comments on the plan can be directed to: Lee Mayfield, Lee County Public Safety/Emergency Management, 239-533-0622, [lmayfield@leegov.com](mailto:lmayfield@leegov.com).

Public input in the development of the Local Mitigation Strategy will ensure that the money is spent on mitigation projects that benefit the community most. Lee County Emergency Management needs help in identifying places that are at risk to natural hazards and projects that could be carried out to mitigate the hazards. Hazard mitigation actions include: prevention, property protection, public education, natural resource protection, emergency services protection and structural projects. Lee County Emergency Management is looking for mitigation project ideas.

AD#1560175

9/12/16

# Sign-In Sheet

SIGN IN SHEET for 9/19/2016					
A	B	D	E		
Attendees	Agency	Email Addresses	Office Phone #	Signature	
2	Abes, Ben	Lee County Public Safety	benjamin.abes@leegov.com	(239) 533-3961	
3	Ahmad, Kevin	Equal Opportunity Analyst	kevinah@quillcoastvillage.org		
4	Barden, Jack	Lee County Economic Development	jbarden@leegov.com	(239) 533-2201	
5	Baucum, Warren	Lee County Public Works Dept.	wbaucum@leegov.com	(239) 338-3161	<i>Warren</i>
6	Beck, Richard	Benacquisto, Senator Lizbeth	rbeck@leegov.com	(239) 533-8822	
7	Bjostad, James	Lee County Emergency Mgmt	bjostad@leegov.com	(239) 533-0917	
8	Blood, Valerie	Lee County Emergency Mgmt	vblood@leegov.com	(239) 533-0610	
9	Bowen, Trenton Chief	City of Fort Myers Fire Dept.	Tbowen@cityofmyers.com	(239) 321-7311	
10	Brady, Christine	Lee County Human Resources Director	cbrady@leegov.com	(239) 533-2348	
11	Bridges, Sandi	Lee County Emergency Mgmt	sbridges@leegov.com	(239) 533-0615	
12	Brown, Pam	Visitors Bureau / Conference & Event Manager	pbrown@leegov.com	(239) 338-3500	<i>Pam</i>
13	Cain, John	American Red Cross	disaster@arclco.org	(239) 278-3401	
14	Campbell, Chris	City of Bonita Springs	Christopher.Campbell@cityofbonitasprings.org		
15	Campbell, Gerald	Emergency Manager - FGCU	gcampbell@fgcu.edu	(239) 590-1948	
16	Carter, Cindy	Lee County Parks & Recreation	ccarter@gmail.com	(239) 229-0453	<i>Cindy</i>
17	Carter, Linda	No Person Left Behind	msindacarter@gmail.com	(239) 368-6843	<i>Linda</i>
18	Cassidy, Frank	City of Bonita Springs	frank.cassidy@cityofbonitasprings.org	(239) 949-6257	<i>Frank</i>
19	Cloutier, Peter	Internal Services / Mgr. Internal Serv. - Fiscal	pcloutier@leegov.com	(239) 533-8512	
20	Cochran, Don Chief	City of Cape Coral Fire Department	dcochran@capecoral.net		
21	Crawford, David	LCEC	dcrawford@swfrcpc.org	(239) 666-2389	
22	Crisafulli, Susan	Sanibel Police Department	susan.crisafulli@lcec.net	(239) 472-3111	<i>Susan</i>
23	Dalton, Lt. William	Public Safety / Administrative Specialist	bill.dalton@mysanibel.com	(239) 533-3948	
24	Davis, Jenny	Lee County Port Authority	jdavis@leegov.com	(239) 590-4696	
25	Deerey, Aaron	City of Fort Myers	amdeerey@fycpa.com		
26	Delrose, L	School District of Lee County	ldelrose@cityofmyers.com	(239) 2839-9083	
27	Dobson, Kenny	Lee Clerk of Courts	KennethDD@leeschools.net	(239) 533-2554	
28	Doggett, Linda	Charlotte Harbor National Estuary Program	ldoggett@chnep.org		
29	Donley, Liz	Lee County Human Resources	londonley@leegov.com	(239) 533-2005	
30	Drake, Dylan		Draked@leegov.com		

SIGN IN SHEET for 9/19/2016					
A	B	D	E		
Attendees	Agency	Email Addresses	Office Phone #	Signature	
31	Duncan, Danny	Sanibel Fire	Danny@sanibelfire.com		
32	Duncan, Gary E.	Lee County Port Authority	GEDuncan@fycpa.com	(239) 590-4721	
33	Dunn, Brandon	Lee County Community Development	bdunn@leegov.com	(239) 533-8809	<i>Brandon</i>
34	Eck, Caitlyn	Lee County Health Department	Caitlyn.Eck@fhealth.gov	(239) 461-9128	<i>Caitlyn</i>
35	Eckert, Timothy	Parks & Recreation	teckert@leegov.com	(239) 432-2076	
36	Farmer, Rob - DAC Chair	Lee County Public Safety Director	rfarmer@leegov.com	(239) 533-3911	
37	Fenske, Jennifer	Lee County Public Safety	jfenske@leegov.com	(239) 533-3922	<i>Jennifer</i>
38	Fianjack, Alise	Lee County Parks & Recreation	afianjack@leegov.com	(239) 533-7451	
39	Floyd, William	Lee County Emergency Mgmt	wfloyd@leegov.com	(239) 533-0611	
40	Fournier, Celeste	Lee County Emergency Mgmt	cfournier@leegov.com	(239) 533-0694	<i>Celeste</i>
41	Fournier, Jason	Lee County Solid Waste	JFournier@leegov.com	(239) 338-3302	
42	Frantz, Joe	Lee County DOT Operations	frantzj@leegov.com	(239) 533-9400	
43	Fraser, Andrea	Lee County Attorney	afraser@leegov.com	(239) 533-2236	
44	Gabrick, Eileen	Lee Clerk of Courts	egabrick@leeclerk.org	(239) 533-2124	
45	Gibbons, John	Southwest Florida Regional Planning Council	Jgibbons@SWFRPC.org	(239) 338-2650	
46	Gooderham, Kate - Vice Chair	Gooderham & Associates	kgooderham@comcast.net	(239) 489-2616	<i>Kate</i>
47	Goyette, Paul	Lee County Lee Tran	pgoyette@leegov.com	(239) 533-0343	
48	Grant, Damon	Lee County Construction & Design	dgrant2@leegov.com	(239) 281-9096	
49	Grigsby, Melanie R	City of Ft. Myers	MGrigsby@cityofmyers.com	(239) 321-7467	
50	Guirguis, Ehab	Lee County DOT Operations	eguiguis@leegov.com	(239) 533-9400	
51	Gulamali, Al	Lee County Port Authority	AlGulamali@fycpa.com	(239) 590-4720	
52	Hamilton, Rebecca	Examiner	rhamilton@leegov.com	(239) 277-5020	
53	Hanna, Rebecca	Public Safety / Office Manager	rhanna@leegov.com	(239) 533-3973	
54	Harner, David	Parks and Recreation / Director	dharner@leegov.com	(239) 533-7408	
55	Harris, David	Budget Services / Manager, Budget Services	dharris@leegov.com	(239) 533-2301	
56	Hartwell, Judy	City of Fort Myers Fire Dept.	jhartwell@cityofmyers.com	(239) 321-7321	<i>Judy</i>
57	Hawes, Karen	County Administration / County Manager	khawes@leegov.com	(239) 533-2221	
58	Hayden, Kenneth	Community Association Manager	Ken@I-Hayden-Associates.com	(239) 489-4890	
59	Hayhurst, Patrick	Lee County School Dist.	Patrick.H@leeschools.net	(239) 337-8698	
Kirk Kay - Intern <i>Kirk</i>					

SIGN IN SHEET for 9/18/2016					
A	B	C	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature	
62	Henninger, Lance	Sanibel Emergency Management	emergency.management@mysanibel.com	(239) 472-3111	
63	Henningson, John - Boca Grand		jhenningson@aol.com		
64	Higgins, Douglas	Lee County Public Safety	dhiggins@leegov.com	(239) 533-3616	
65	Higginbotham, Tom	Fort Myers Fire Department	thigginbotham@cityofmyers.com		
66	Hunter, Arleen	City of Bonita Springs	arleen.hunter@cityofbonitasprings.org		
67	Ink, James				
68	Jackson, Tricia	Lee County Budget Services	tjackson@leegov.com	(239) 533-2309	
69	Jacoby, Billie	Community Development	bjacoby@leegov.com	(239) 533-8948	<i>Billie Jacoby</i>
70	Jerant, Andy	American Red Cross	andy.jerant@redcross.org		
71	Jordan, James	City of Sanibel	jimmy.jordan@mysanibel.com	(239) 472-4136	
72	Kazami, Saood	City of Ft. Myers	skazami@cityofmyers.com	(239) 321-7215	
73	Keyes, Pam	Lee County Utilities	pkeyes@leegov.com	(239) 533-8544	
74	Kinsey, Philip	Bonita Fire	kinsey@bonitifire.org		
75	Kirton, Kim	Public Resources / Administrative Specialist	kkirton@leegov.com	(239) 533-2107	
76	Klein, Bonnie	Facilities Construction & Management Life Safety	bklein@leegov.com	(239) 707-6068	
77	Kreiger, Lisa	Natural Resources / Operations Manager	lkreiger@leegov.com	(239) 533-8705	
78	Kreuz, Jeanette	Fort Myers Police Department	jkreuz@fmpolice.com	(239) 321-7759	
79	LaGuardia, Joan	Lee County Community Development	jla Guardia@leegov.com	(239) 533-8705	<i>J. LaGuardia</i>
80	LaMontagne, Timothy	Solid Waste / Solid Waste Coordinator	tlamontagne@leegov.com	(239) 533-8900	
81	Larsen, Sandy	City of Sanibel	sandy.larsen@mysanibel.com	(239) 472-6367	<i>Sandy Larsen</i>
82	Lassiter, Trish	LCEC	Trish.Lassiter@loc.net	(239) 292-3143	<i>Trish Lassiter</i>
83	LeBlanc-Hutchings, Lisa	Lee County Port Authority	lbleblanc-hutchings@lcvpa.com	(239) 590-4852	
84	Liggins, Mike		MLiggins@bsu.us		
85	Love, Jim	Lee County Health Department	James.Love@lhealth.gov	(239) 660-2103	
86	Lovejoy, Donna	City of Fort Myers	dlovejoy@cityofmyers.com	(239) 321-7217	
87	Loveland, David	Lee County Dept. of Transportation	Loveldam@leegov.com	(239) 478-8509	
88	Lucia, Scott Captain	Lee County Sheriff's Dept.	SLucia@sheriffleef.org	(239) 477-1086	
89	Mallow, Terry	Lee Clerk of Courts	tmallow@leeclerk.org	(239) 533-2184	
90	Manzo, Barbara	Lee County Parks & Recreation	Barbara@leegov.com	(239) 533-7412	
91	Marichal, Terry	Public Safety / Administrative Specialist	tmarichal@leegov.com	(239) 533-3994	
92	Margolis, Senator Owen		margolis.owen.web@tsenate.gov		
93	Mayfield, Lee	Lee County Emergency Mgmt	Lmayfield@leegov.com	(239) 533-0620	

SIGN IN SHEET for 9/18/2016					
A	B	C	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature	
94	Mazurkiewicz, Heather	Lee Building Industry Assoc.	Heather@bia.net	(239) 936-6625	
95	Mercado, Roger	Lee County Human Services	rmercado@leegov.com	(239) 533-7930	
96	McGee, Jim	Lee County Historic Preservation Board	jmcgee@ohc1.com	(239) 671-8267	
97	McIntyre, Ed	Lee County Parks & Recreation	McIntyre@leegov.com	(239) 660-0554	
98	Miller, Rita	Lee Clerk of Courts	rmiller@leeclerk.org		
99	Moore, Steven Chief		scmoore@fgcu.edu		
100	Murphy, Gerald	Murphy Planning	jerry@murphyplanning.com	(239) 322-8510	
101	Myers, Steve	Lee County Transit	Smyers@leegov.com	(239) 277-5012	
102	Nelson, Stanley		snelson@sheriffleef.org		
103	Nesbit, Chief Larry	Bayshore Fire & Rescue	Chief@bayshorefire.org	(239) 543-3443	
104	Noble, Matthew	DCD Planning / Principal Planner	mnoble@leegov.com	(239) 533-8548	
105	Norvell, Jeremy	Lee County DOT	jnorvell@leegov.com	(239) 533-8400	
106	Ottolini, Roland	Natural Resources / Division Director	rottolini@leegov.com	(239) 533-8127	
107	Pigott, Tamara	Visitors and Convention	tpigott@leegov.com	(239) 533-6715	
108	Porter, Gary	Manager	gporter@leegov.com	(239) 468-0157	
109	Pringle, Bonnie		Bonniepringle@comcast.net		
110	Quimby, Debbie	Lee County Emergency Management	dquimby@leegov.com	(239) 533-3840	<i>Debbie Quimby</i>
111	Richardson		urichardson@rakaw.com		
112	Richter, Garrett Senator		richter.garrett.wsb@tsenate.gov		
113	Ringle, Rachel	Cape Coral Emergency Management	ringle@capecoral.net	(239) 242-3835	
114	Rodgers, Michelle	Lee County Emergency Management	mrodgers@leegov.com	(239) 533-0606	
115	Rodriguez, Alberto Dr	Lee County School District	AlbertoR@leeschools.net	(239) 337-8106	
116	Rooker, Kathleen	<i>Captiva Prison District</i>	mycpd8@gmail.com	239-412-2472	<i>Kathleen Rooker</i>
117	Sampson, Lindsey	Lee County Solid Waste	sampson@leegov.com	(239) 538-3302	
118	Schwing, Carl	City of Bonita Springs	carl.schwing@cityofbonitasprings.org		
119	Scott, Denise	Lee County Website Coordinator Content	dscott@leegov.com	(239) 533-2306	
120	Seeley, Ellen	City of Cape Coral Fire Dept.	eseeley@capecoral.net	(239) 573-3022	
121	Simmons, Clay	Lee County DOT	wsimmons@leegov.com	(239) 533-8803	
122	Smith, Holly	Private Citizen of Sanibel	boatchub411@gmail.com	(239) 707-6800	
123	Solich, John	Lee County DOT Operations	jsolich@leegov.com	(239) 533-8400	
124	Southall, Robert	Lee County Transit	rsouthall@leegov.com	(239) 533-0363	
125	Spearo, Jesse	Cape Coral Emergency Management	jspearo@capecoral.net	(239) 242-3811	<i>Jesse Spearo</i>

		SIGN IN SHEET for 9/19/2016			
A	B	D	E		
Attendees	Agency	Email Addresses	Office Phone #	Signature	
126	Stead, Ken	ken@swfma.com			
127	Stelmacki, Sonny	Sonnyas@leeschools.net			
128	Stewart, Bob	Rstewart@leegov.com	(239) 533-8320		
129	Tapfumaneyi, Sandra	stapfumaneyi@leegov.com	(239) 533-0614		
130	Tomlinson, Bill	Bill.tomlinson@ci.sanibel.fl.us	(239) 472-3111		
131	Trescott, Dan	DTrescott@swfrpc.org	(239) 338-2550 x220		
132	Vance, Audrey	audrey.vance@cityofbonitasprings.org			
133	Vidal, Denis	denise.vidal@loc.net			
134	Wade, Doug	dwade@leememorial.org			
135	Weis, Dan	dweis@leegov.com	(239) 707-6719		
136	Walker, Tim	twalker@swfrpc.org	(239) 338-2550		<i>[Signature]</i>
137	Wheaton, Patti	Pwheaton@leegov.com	(239) 277-5020		
138	Will, Megan	Megan@FortMyersBeachFL.gov	(239) 765-0202		<i>[Signature]</i>
139	Wilson, Hans	hans@hanswilson.com	(239) 656-7083		<i>[Signature]</i>
	Beals, Nathan	nbeals@leegov.com	239-533-8157		<i>[Signature]</i>
	Thompson, Richard	rthompson@cityofmyers.com	234-721-7330		<i>[Signature]</i>
	Mossey, David				
	Coleman, KACE	COLEMAN@ESTERO-FL.GOV	239-271-5055		<i>[Signature]</i>
	Smith, Steven	W9CPT@ME.COM	920-251-6219		<i>[Signature]</i>
	Delany, Wyatt	wdelany@capecon.net	239-573-5160		<i>[Signature]</i>
	Lee County Utilities				
	City of Fort Myers				
	Lee County EOC				
	VILLAGE OF ESTERO				
	AKES/RACS				
	City of Cape Coral				



# Meeting Minutes

## DISASTER ADVISORY COUNCIL LMS WORKING GROUP MEETING September 19, 2016

**Baucom, Warren – Lee County Economic Development**  
**Beals, Nathan - Lee County Utilities**  
**Brown, Pam - Visitors Convention Bureau**  
**Campbell, Gerald – Florida Gulf Coast University**  
**Carter, Cindy – Lee County Parks & Recreation**  
**Carter, Linda – No Person Left Behind**  
**Cassidy, Frank – City of Bonita Springs**  
**Coleman, Kyle – Village of Estero**  
**Dalton, William – Sanibel Police Department**  
**Daltry, Wyatt – City of Cape Coral**  
**Davis, Jenny - Lee County Public Safety**  
**Dunn, Brandon - Lee County Community Development**  
**Eck, Caitlyn – Lee County Health Department**  
**Fenske, Jennifer – Lee County Public Safety**  
**Fournier, Celeste - Lee County Emergency Management**  
**Gooderham, Kate - Gooderham & Associates**  
**Hartwell, Judy – City of Fort Myers Fire Dept.**  
**Jacoby, Billie – Lee County Community Development**  
**LaGuardia, Joan – Lee County Community Development**  
**Larsen, Sandy – City of Sanibel**  
**Lassiter, Trish - LCEC**  
**Massey, David – Intern Lee County Management**  
**Mayfield, Lee - Lee County Emergency Management**  
**Quimby, Debbie - Lee County Emergency Management**  
**Rooker, Kathleen – Captiva Erosion District**  
**Smith, Stephen – ARES/RACES**  
**Spearo, Jesse – Cape Coral Emergency Management**  
**Thompson, Richard – City of Fort Myers**  
**Walker, Tim – SWFL Regional Planning Council**  
**Will, Megan – Town of Fort Myers Beach**

### Agenda Items

- Welcome and Introductions
- Update on LMS/Next Steps  
Working with County Departments (Community Development, Natural Resources-Need to get with DOT, FFS, Utilities, SFWMD and a few others to include special districts)
- Update from Captiva Erosion Prevention District
- Shelter Projects
- Update on Project List from Municipalities:
  - Bonita Springs
  - Cape Coral
  - Estero
  - Fort Myers
  - Fort Myers Beach
  - Sanibel
- Open Comment/Discussion
- Next Meeting/Next Steps
- Adjourn

**Lee Mayfield, Emergency Planning Manager opened the meeting at 2:05 pm on 9/19/16.**

### Minute Approval

Motion to approve meeting minutes from 8/22/16 made by William Dalton, Seconded by Cindy Carter. All in favor.

#### Welcome and Introduction - Lee Mayfield

I think we lost a few to the rally going on at Germain, but I appreciate you all coming to talk mitigation today. These meetings are a formal part of our Disaster Advisory Council for the county, and we are getting a lot of those suggestions out to our program and focusing on the Local Mitigation Strategy. We have the sign in sheets in the back and it's important that your attendance is documented.

#### Update on LMS Process - Lee Mayfield

We went out to bid to get some support and develop this Local Mitigation Strategy. We are in the contract, negotiating discussion process. We had a good bid meeting with County Procurement and they walked us through the process and we have 5 people that have made bids. Hopefully, we are pretty confident that by the next meeting we should have that vendor here or on the phone with us to start getting into turning out portion of this plan updates. Last couple of weeks some of you have received emails from me and starting to have some initial sit downs with more departments and jurisdictions to talk in to detail about the plans or references that I don't know about. When you get an email or call to sit down with me to talk this is just my diligence and we will get the vendor to assist with this process when we update the plan. If you have a portion of the plan and you see things that will affect your agency, city, or department let us know and we will make an effort to update it. Still a few departments I need to speak with; Lee County DOT, Florida Forestry Service, Wildfire Mitigation piece of the plan, Utilities, Southwest Florida Management District. Over the next weeks and months I will be sitting down with some of you for more detailed information to go through and start making the changes in the plan. As we do this in the next meeting we will talk about the changes we make and the updates and throughout the process we will get draft plans written we will present those to the group. It will give you all time to read over and make any comments or any edits. We probably will post all those edits in the drafts on our website to make sure the public can maintain contact and send us an email if anything needs to be proposed in this plan.

#### Update from Captiva Erosion Prevention District – Kathy Rooker

I'm Kathy Rooker – Administrator for the Captiva Erosion Prevention District. We are a government entity on Captiva and our responsibilities include all the coaster areas of Captiva Island; from mid at Blind Pass all the way to mid-point at Redfish Pass. We are responsible for validating erosion control projects. We have done 4 island wide nourishment projects on Captiva dating back to 1988. Last time was done in 2013-2014 it was a 19 ½ million dollar project. I have been with them for 8 years, and in addition to serving as Administrator I also, serve on the Lee County Parks and Recreation Advisory Board, I serve on the Hope Advisory Council for Lee County and Hurricane Preparedness Committee for the Island of Captiva.

#### Update on Project Lists from Municipalities - Lee Mayfield

If and when we propose projects we will have to have the formal process, writing the initiatives and bringing them back for discussion. It will be good to hear some of the projects ideas and maybe the next meeting in October we will have some of those longer discussions on those projects that you want to bring forward. Again, if you want to remove a project you will need just say remove it and list the reason why it's completed or no longer a priority. You will just need a one sentence explanation why some of the old projects should be taken off the list. One of the examples we have some shelter projects that were on the listing, wind retrofit for Harborside Complex, Broadway Palm Theater hurricane shelter retrofit, Edison Community College hurricane shelter retrofit, and North Shore Alliance Church of North Fort Myers hurricane shelter retrofit. From our prospective in Emergency Management we are the lead for sheltering operations and we would probably not use those for shelters and remove them from the project list, but not before we talk about it first. These projects start to tie together between different jurisdictions, so before we remove something we want to do the best we can at making sure we are doing the right thing since it could be important for someone else. We will work off online and talk formally about this and then bring up at a future meeting.

Cape Coral – We are in the process of reviewing the list that we currently have projects on. Most of them are going to be purged and we will be adding new projects. We have about a half dozen or so that we will probably develop the application for and will submit that by the next turn for this review. We also, met with Chief Vanderbrook a couple weeks ago to talk about some of these things and we would be more than happy to help them out as well.

Estero – We don't have much to add Chief Vanderbrook is pretty busy with the truck. Lee - I know you guys are new to this process. I talked with the Chief about him being involved from the fire district perspective, and we are glad you guys are here and officially from the Village to show your involvement.

Fort Myers – Next week I'm going to try and contact you so we can discuss and go over. Most of what I've came up with is infrastructure needs, a couple redesigns, and some culvers that need maintained and repaired.

Fort Myers Beach – We did our facilities master plan and we have it broken into 5 or 6 projects. Do we need to do the analysis?

Lee – I need to get you guy's better guidance on that question and put it in writing. Not hard to get these projects on the list they just want you to have something in the works. Most things are pretty straight forward and you will see it's a lot subjective community exposure, and community benefit. The only one you don't score when you go through this is the level of public demand. This is the one that we will discuss together and vote on a score.

Sanibel – 4 Utility projects: Natural Resource one is called a living shoreline project it's a three locations on the island and expected to be a 1 to 3 year project and our Natural Resource would supervise that one. We are going to replace the exterior doors at City Hall, so they meet the current wind and impact rating. (about \$50,000) One to two years Public Works will supervise. Replace windows in the Public Works building, so they meet the current wind and impact ratings. (about \$15,000) One to two years Public Works will manage. Project to build an elevated and covered storage building that would house all the emergency generators we have. (about \$50,000) Public Works would do this. If the power goes out city wide one of the main things we have to do is bring generators around to all the lift stations. The sewer system does not work without power and important to get those generators to the lift stations. Elevated and covered storage garage to house the heavy equipment and supplies for an emergency. (about \$300,000) One year and Public Works will supervise it. Lee – Those are good examples. One question that came up a few weeks ago was that after a disaster we get a lot of public assistance funding; what is the difference between that public assistance

funding versus the hazard mitigation funding? Still working on getting a good answer for that & when I do I will send out when I get. You don't want to put something on there if it's already funded through someplace else. When you go through the updates there is a whole section on how you maintain this plan and this is something we will try and stick to a little bit more through these meetings.

#### Open Comments / Discussion

Lee Mayfield – There are county departments I have not briefed on the county stuff yet because I'm still working with meeting with some of the department's one on one. There are a lot of Utility projects and DOT projects from the Lee County side. Some of them kind of string into the other jurisdictions as well, so we will have to work together on that process. Are there any other jurisdictions that have projects on the list that want to talk about those projects or any questions?

Cindy Carter / Lee County Parks & Recreation – In your discussion with DOT has anyone mentioned the project for Sanibel Causeway and the erosion project? Lee – Not yet. There have been some discussions not related to this process. It may be a good opportunity to put this on the list. The DOT property extends so far out and then it's Parks & Recreation and what's happening is the water erosion which could affect the roadway to and from Sanibel and that's something I would like to look at.

Lee – Have you guys talked about putting some of those ideas in this process? William Dalton - The tricky part of the Sanibel Causeway is it should be named the Lee County Causeway; everyone thinks we own it but we don't. We do have an area of concern that is not necessary the erosion on the causeway, but where the roadway comes down off of the highest band. We get a lot of water over that section, so we are going to ask to look and try and figure that out. The erosion would be a problem also, so anything that would make the causeway more secure and passable we would certainly be in favor of. In this process here we can't ask for two projects out of our jurisdiction, sort of speak its Lee County's jurisdiction. It's kind of been a sticky point on a number of issues. Cindy Carter - That's kind of why I mentioned it. I will work with Lee and get all the information I can and try and go from there. Lee – Good point made. I emailed DOT and they are looking at those projects on their end. You can see how some of these projects reach out and touch multiple departments and jurisdictions and this is a perfect example.

Kate Gooderham / Gooderham & Associates – One of the things that people who are new to this process might benefit from knowing is that another value to getting on the list is you can brag you were on the list for any circumstance, so it may help you get grants or some other funding. The Rockefeller Foundation is giving out grants for resilient cities in Cape Coral.

Tim Walker / SWFL Regional Planning Council – This is regards to shelter and may be a potential project. Having dealt with shelters throughout my region and Lee County included it seems that pet friendly shelters are kind of rare. What are the criteria for having a shelter to be pet friendly & if anything can be done to make it increase the availability to make people go there and take the burden off of other places? Maybe pet care? Lee – Historically, the mitigation projects on this list have been more structurally based, but that's a good question & I'll ask that. Can we put projects on the list that would allow us if we got funding to build out our capability in a certain way.

Debbie Quimby / Lee County Emergency Management – This year Sandi Bridges was able to work with Animal Services and they are allowing Special Needs Shelter to bring their pets for the first time this year. They went last week to identify areas for the cats and dogs to be housed in the shelter and Animal Services was very pleased with the areas they found. Although, I'm sure the first time we open that shelter we will find some interesting things. So far looks like our plans are going pretty well. The Special Needs Shelter is at Ray Pottorf Elementary.

Jesse Spero / Cape Coral Emergency Management – Earlier this year we had planned to do a G-393 Mitigation Emergency Management class, but it was cancelled because we didn't have enough attendance. I would be interested in teaching this again if there is any interest. (1 ½ day class) Celeste Fournier – It's been on the schedule for 2 years now and it's had to be cancelled because no one signs up for it. Would be happy to list it if you can come up with 15 willing participates.

This would be a good class for people in the room. The class talks about public assistance, mitigation grants criteria, process at the Federal level, local level mitigation initiatives, practice to get funded down the

road. Jesse – Have you talked or considered pursuing a C Grant or any other grants that are out there for sea level rise or coastal impacts? Lee – Once our vendor gets on board we will have this discussion with them.

Linda Carter / No Person Left Behind – Just got back from working with FEMA in Charleston, West Virginia. One of the issues we had with major flooding was outlying roads where people couldn't get help and assistance. Looking at this from our point of view with our canals & waterways and when flooding starts and we can't get fire trucks or ambulances through. We need to start looking at some of those areas beforehand, so that they don't become an emergency and put people at risk. That would fall under mitigation I believe looking beforehand. Also, ran into a lot of people not knowing what a Go Kit or a Ready Kit was for evacuation. It was especially a concern if they had medical problems or conditions. Lee – I think so, a lot of the DOT projects may be related to this. Our Natural Resources folks do some of that planning too.

Pam Brown / Visitors Convention Bureau – First week Island Hopper Songwriter Fest starts this weekend, Captiva next week and then downtown Fort Myers. Parmalee will be playing if anyone is up on their country music. The following weekend will be Fort Myers Beach. Everyone go and have fun! Parking is a pill, but enjoy.

Lee Mayfield – We did not advertise this meeting to much, but we are having an initial get together with some private sector partners on Wednesday at 2:30 here, so if you'd like to attend there will be an initial discussion about the involvement of the private sector and disaster response.

Next Meeting / Next Steps - Lee Mayfield

The next meeting will be held October 19, 2016.

### **Adjourn**

Motion to adjourn made by Linda Carter, Seconded by William Dalton. Meeting adjourned at 2:45 PM

November 1, 2016

Public Notice

<b>The News-Press</b> <b>media group</b> <small>news-press.com   A GANNETT COMPANY</small>	
<b>Classified Ad Receipt</b> (For Info Only - NOT A BILL)	
<b>Customer:</b> LCBC-COUNTY ADMINISTRATION	<b>Ad No.:</b> 0001677922
<b>Address:</b> 2115 2ND ST FORT MYERS FL 33901 USA	<b>Net Amt:</b> \$227.09
<b>Run Times:</b> 1	<b>No. of Affidavits:</b> 1
<b>Run Dates:</b> 10/24/16	

**Text of Ad:**

**PUBLIC NOTICE**

**County's Local Mitigation Strategy Update**

PLEASE BE ADVISED that Lee County Emergency Management will hold a public meeting where concerns and comments will be heard in order to update the County's Local Mitigation Strategy. The meeting will be held on Tuesday, November 1st, 2016 at 2:30pm at the Lee County Emergency Operations Center (2675 Ortiz Ave, Fort Myers, FL 33905).

The Local Mitigation Strategy (LMS) establishes a plan to make the County safer from a variety of hazards and to reduce long term deaths and property damage. Federal rules require that local governments maintain a Local Mitigation Strategy to receive several types of disaster related assistance grants. Public comment is a federal requirement for plan approval.

Lee County Emergency Management encourages the public to view the draft version of the plan at the website: <http://www.leegov.com/publicsafety/emergencymanagement/plan/mitigation>

Comments on the plan can be directed to: Lee Mayfield, Lee County Public Safety/Emergency Management, 239-533-0622, [lmayfield@leegov.com](mailto:lmayfield@leegov.com).

Public input in the development of the Local Mitigation Strategy will ensure that the money is spent on mitigation projects that benefit the community most. Lee County Emergency Management needs help in identifying places that are at risk to natural hazards and projects that could be carried out to mitigate the hazards. Hazard mitigation actions include: prevention, property protection, public education, natural resource protection, emergency services protection and structural projects. Lee County Emergency Management is looking for mitigation project ideas.

If you have a disability that will require special assistance or accommodations for your attendance at the public hearing, please call Lee County Administration at 239-533-2221 for information.

PO WESTEN: L102416-15  
AD#1677922 10/24/16

# Sign-In Sheet

SIGN IN SHEET for 11/1/2016					
A	B	C	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature	
3	Abes, Ben	Lee County Public Safety	benjamin.abes@leegov.com	(239) 533-3961	
4	Ahmadi, Kevin		kevina@quifcoastvillage.org		
5	Barden, Jack	Equal Opportunity Analyst	jbarden@leegov.com	(239) 533-2201	
6	Baucorn, Warren	Lee County Economic Development	wbaucorn@leegov.com	(239) 538-3161	
7	Beals, Nathan	Lee County Utilities	nbeals@leegov.com	(239) 533-8157	
8	Beck, Richard	Lee County Public Works Dept.	rbeck@leegov.com	(239) 533-8822	
9	Benacquisto, Senator Lizbeth		benacquisto.lizbeth.web@flsenate.gov		
10	Bjostad, James	Lee County Emergency Mgmt	bjostad@leegov.com	(239) 533-0617	
11	Bowen, Trenton Chief	City of Fort Myers Fire Dept.	tbowen@cityofmyers.com	(239) 321-7311	
12	Brady, Christine	Lee County Human Resources Director	cbrady@leegov.com	(239) 533-2348	
13	Bridges, Sandi	Lee County Emergency Mgmt	sbridges@leegov.com	(239) 533-0615	
14	Brown, Pam	Visitors Bureau / Conference & Event Manager	pbrown@leegov.com	(239) 338-3500	
15	Cain, John	American Red Cross	disaster@arcllee.org	(239) 278-3401	
16	Campbell, Chris	City of Bonita Springs	Christopher.Campbell@cityofbonitasprings.org		
17	Campbell, Gerald	Emergency Manager - FGCU	gcampbell@fgcu.edu	(239) 590-1948	
18	Carter, Cindy	Lee County Parks & Recreation	ccarter@gmail.com	(239) 229-0493	
19	Carter, Linda	No Person Left Behind	mslindacarter@gmail.com	(239) 368-6846	
20	Cassidy, Frank	City of Bonita Springs	frank.cassidy@cityofbonitasprings.org	(239) 949-6257	
21	Cloutier, Peter	Internal Services / Mgr. Internal Serv. - Fiscal	pcloutier@leegov.com	(239) 533-8512	
22	Cochran, Don Chief	City of Cape Coral Fire Department	dcochran@capecoral.net		
23	Coleman, Kyle	Village of Estero	coleman@estero-fl.gov	(239) 221-5035	
24	Crawford, David		dcrawford@swfrpc.org		
25	Crisafulli, Susan	LCEC	susan.crisafulli@lcec.net	(239) 656-2399	
26	Dalton, Lt. William	Sanibel Police Department	bill.dalton@mysanibel.com	(239) 472-3111	
27	Daltry, Wyatt	City of Cape Coral	wdaltry@capecoral.net	(239) 573-3160	
28	Danner, Lisa	Hagerly Consulting	lisa.danner@hagerlyconsulting.com	(423) 727-9058	
29	Davis, Jenny	Public Safety / Administrative Specialist	jdavis@leegov.com	(239) 533-3948	
30	Deerey, Aaron	Lee County Port Authority	amdeerey@ltylcpa.com	(239) 590-4696	
31	Delrose, L	City of Fort Myers	ldelrose@cityofmyers.com		
32	Dobson, Kenny	School District of Lee County	KennethDD@leeschools.net	(239)0830-6083	
33	Doggett, Linda	Lee Clerk of Courts	ldoggett@leeclerk.org	(239) 533-2554	

1

SIGN IN SHEET for 11/1/2016					
A	B	C	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature	
34	Donley, Liz	Charlotte Harbor National Estuary Program	ldonley@chnep.org		
35	Drake, Dylan	Lee County Human Resources	Draked@leegov.com	(239) 533-2005	
36	Duncan, Danny	Sanibel Fire	Danny@sanibelfire.com		
37	Duncan, Gary E.	Lee County Port Authority	GEDuncan@ltylcpa.com	(239) 590-4721	
38	Dunn, Brandon	Lee County Community Development	bdunn@leegov.com	(239) 533-8809	
39	Eck, Caitlyn	Lee County Health Department	Caitlyn.Eck@lhealth.gov	(239) 461-6128	
40	Eckert, Timothy	Parks & Recreation	teckert@leegov.com	(239) 432-2076	
41	Farmer, Rob - DAC Chair	Lee County Public Safety Director	rfarmer@leegov.com	(239) 533-3911	
42	Fenske, Jennifer	Lee County Public Safety	jfenske@leegov.com	(239) 533-3922	
43	Flanjack, Alise	Lee County Parks & Recreation	afanjack@leegov.com	(239) 533-7451	
44	Floyd, William	Lee County Emergency Mgmt	wfloyd@leegov.com	(239) 533-0611	
45	Fournier, Celeste	Lee County Emergency Mgmt	cfournier@leegov.com	(239) 533-0894	
46	Fournier, Jason	Lee County Solid Waste	JFournier@leegov.com	(239) 338-3302	
47	Frantz, Joe	Lee County DOT Operations	frantzja@leegov.com	(239) 533-9400	
48	Fraser, Andrea	Lee County Attorney	afraser@leegov.com	(239) 533-2236	
49	Gabrick, Eileen	Lee Clerk of Courts	egabrick@leeclerk.org	(239) 533-2124	
50	Gibbons, John	Southwest Florida Regional Planning Council	joibbons@SWFRPC.org	(239) 338-2550	
51	Gooderham, Kate - Vice Chair	Gooderham & Associates	kgooderham@comcast.net	(239) 489-2616	
52	Goyette, Paul	Lee County Lee Tran	pgoyette@leegov.com	(239) 533-0343	
53	Grant, Damon	Lee County Construction & Design	dgrant2@leegov.com	(239) 281-9086	
54	Grigsby, Melanie R	City of Ft. Myers	Mariagsby@cityofmyers.com	(239) 321-7467	
55	Guilgus, Ehab	Lee County DOT Operations	eguiguis@leegov.com	(239) 533-9400	
56	Gulamali, Al	Lee County Port Authority	AlGulamali@ltylcpa.com	(239) 590-4720	
57	Hamilton, Rebecca	Examiner	rhamilton@leegov.com	(239) 277-5020	
58	Hanna, Rebecca	Public Safety / Office Manager	rhanna@leegov.com	(239) 533-3973	
59	Harner, David	Parks and Recreation / Director	dharner@leegov.com	(239) 533-7408	
60	Harris, David	Budget Services / Manager, Budget Services	dharris@leegov.com	(239) 533-2301	
61	Hartwell, Judy	City of Fort Myers Fire Dept.	jhartwell@cityofmyers.com	(239) 321-7321	
62	Hayden, Kenneth	Community Association Manager	Ken@Hayden-Associates.com	(239) 489-4890	

2



SIGN IN SHEET for 1/11/2016					
A	B	C	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature	
63	Hayhurst, Patrick	Lee County School Dist.	Patrick.JH@leeschools.net	(239) 337-8598	
64	Henninger, Lance	Sanibel Emergency Management	emergency.management@mysanibel.com	(239) 472-3111	
65	Henningson, John - Boca Grand		jchenningson@aol.com		
66	Higgins, Douglas	Lee County Public Safety	dhiggins@leegov.com	(239) 533-3916	<i>D Higgins</i>
67	Higinbotham, Tom	Fort Myers Fire Department	thiginbotham@cityofmyers.com		
68	Hunter, Arleen	City of Bonita Springs	arleen.hunter@cityofbonitasprings.org		
69	Ink, James				
70	Jackson, Tricia	Lee County Budget Services	tjackson@leegov.com	(239) 533-2309	
71	Jacoby, Billie	Community Development	bjacoby@leegov.com	(239) 533-8948	<i>Billie Jacoby</i>
72	Jerant, Andy	American Red Cross	andy.jerant@redcross.org		
73	Jordan, James	City of Sanibel	jimmy.jordan@mysanibel.com	(239) 472-4136	
74	Kazemi, Saeed	City of Ft. Myers	skazemi@cityofmyers.com	(239) 321-7215	
75	Keyes, Pam	Lee County Utilities	pkeyes@leegov.com	(239) 533-8544	
76	Kinsey, Philip	Bonita Fire	kinsey@bonitafire.org		
77	Kirton, Kim	Public Resources / Administrative Specialist	kkirton@leegov.com	(239) 533-2107	
78	Klein, Bonnie	Facilities Construction & Management Life Safety	bklein@leegov.com	(239) 707-5668	
79	Kreiger, Lisa	Natural Resources / Operations Manager	lkreiger@leegov.com	(239) 533-8706	
80	Kreuz, Jeanette	Fort Myers Police Department	jkreuz@fmpolice.com	(239) 321-7759	
81	LaGuardia, Joan	Lee County Community Development	jla Guardia@leegov.com	(239) 533-8705	
82	LaMontagne, Timothy	Solid Waste / Solid Waste Coordinator	tiamontagne@leegov.com	(239) 533-8960	
83	Larsen, Sandy	City of Sanibel	sandy.larsen@mysanibel.com	(239) 472-6397	<i>Sandy Larsen</i>
84	Lassiter, Trish	LCEC	Trish.Lassiter@lcec.net	(239) 292-3143	
85	LeBlanc-Hutchings, Lisa	Lee County Port Authority	l@leblanc-hutchings@flcpa.com	(239) 590-4852	<i>L Hutchings</i>
86	Liggins, Mike		MLiggins@bsu.us		
87	Love, Jim	Lee County Health Department	James.Love@fhealth.gov	(239) 690-2103	
88	Lovejoy, Donna	City of Fort Myers	dlovejoy@cityofmyers.com	(239) 321-7217	
89	Loveland, David	Lee County Dept. of Transportation	Lovelandm@leegov.com	(239) 478-8509	
90	Lucia, Scott Captain	Lee County Sheriff's Dept.	SLucia@sheriffleefl.org	(239) 477-1086	
91	Mallow, Terry	Lee Clerk of Courts	tmallow@leeclerk.org	(239) 533-2184	
92	Manzo, Barbara	Lee County Parks & Recreation	Barbara@leegov.com	(239) 533-7412	
93	Marichal, Terry	Public Safety / Administrative Specialist	tmarichal@leegov.com	(239) 533-3964	
94	Margolis, Senator Gwen		margolis.gwen.web@fsenate.gov		

Checked  
Sandy Larsen or  
Mike Liggins

SIGN IN SHEET for 1/11/2016					
A	B	C	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature	
95	Massey, David	Lee County Emergency Mgmt			
96	Mayfield, Lee	Lee County Emergency Mgmt	Lmayfield@leegov.com	(239) 533-0520	<i>Lee Mayfield</i>
97	Mazurkiewicz, Heather	Lee Building Industry Assoc.	Heather@bia.net	(239) 936-5525	
98	Mercado, Roger	Lee County Human Services	rmercado@leegov.com	(239) 533-7930	
99	McGee, Jim	Lee County Historic Preservation Board	jmdgee@clt1.com	(239) 671-6267	
100	McIntyre, Ed	Lee County Parks & Recreation	Mcintyee@leegov.com	(239) 590-0554	
101	Miller, Rita	Lee Clerk of Courts	rmiller@leeclerk.org		
102	Moore, Steven Chief		scmoore@fgcu.edu		
103	Murphy, Gerald	Murphy Planning	jerry@murphyplanning.com	(239) 322-8510	
104	Myers, Steve	Lee County Transit	Smyers@leegov.com	(239) 277-5012	
105	Nadler, Kristi	Lee County Emergency Mgmt	knadler@leegov.com	(239) 533-0610	<i>Kristi Nadler</i>
106	Nelson, Stanley		snelson@sheriffleefl.org		
107	Nesbit, Chief Larry	Baysshore Fire & Rescue	Chief@baysshorefire.org	(239) 543-3443	
108	Noble, Matthew	DCD Planning / Principal Planner	mnoble@leegov.com	(239) 533-8548	
109	Norvell, Jeremy	Lee County DOT	jnorvell@leegov.com	(239) 533-9400	
110	Ottolini, Roland	Natural Resources / Division Director	rotoolini@leegov.com	(239) 533-8127	
111	Parry, Gisele	Hagerty Consulting	gisele.parry@hagertyconsulting.com		
112	Pigott, Tamara	Visitors and Convention	tpigott@leegov.com	(239) 533-6715	
113	Porter, Gary	Manager	gporter@leegov.com	(239) 498-0157	
114	Pringle, Bonnie		Bonniegiwa@comcast.net		
115	Quimby, Debbie	Lee County Emergency Management	dquimby@leegov.com	(239) 533-3640	<i>Debbie Quimby</i>
116	Richardson		urichardson@ralaw.com		
117	Richter, Garrett Senator		richter.garrett.web@fsenate.gov		
118	Ringle, Rachel	Cape Coral Emergency Management	ringle@capecoral.net	(239) 242-3635	
119	Rodgers, Michelle	Lee County Emergency Management	mrogers@leegov.com	(239) 533-0605	
120	Rodriguez, Alberto Dr	Lee County School District	AlbertoR@leeschools.net	(239) 337-8106	
121	Rooker, Kathleen	<i>Captiva Emission District</i>	mycepd8@gmail.com		<i>Kathleen Rooker</i>
122	Sampson, Lindsey	Lee County Solid Waste	sampson@leegov.com	(239) 338-3302	
123	Schwing, Carl	City of Bonita Springs	carl.schwing@cityofbonitasprings.org		
124	Scott, Denise	Lee County Website Coordinator Content	dscott@leegov.com	(239) 533-2306	
125	Seeley, Ellen	City of Cape Coral Fire Dept.	eseeley@capecoral.net	(239) 573-3022	
126	Simmons, Clay	Lee County DOT	wsimmons@leegov.com	(239) 533-8803	

SIGN IN SHEET for 11/1/2016					
A	B	C	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature	
127	Smith, Holly	Private Citizen of Sanibel	boatchub411@gmail.com	(239) 707-9800	
128	Solich, John	Lee County DOT Operations	jsolich@leegov.com	(239) 533-9400	
129	Southall, Robert	Lee County Transit	rsouthall@leegov.com	(239) 533-0383	
130	Spearo, Jesse	Cape Coral Emergency Management	jspearo@capecoral.net	(239) 242-3611	<i>[Signature]</i>
131	Stead, Kan		ken@swflra.com		
132	Stelmacki, Sonny	Lee County School Dist.	Sonnvas@leeschools.net		
133	Stewart, Bob	Lee County Building Services	Rstewart@leegov.com	(239) 533-8320	<i>[Signature]</i>
134	Stapfumaneyi, Sandra	Lee County Emergency Mgmt	stapfumaneyi@leegov.com	(239) 533-0614	
135	Tomlinson, Bill	City of Sanibel Police Dept.	Bill.tomlinson@ci.sanibel.fl.us	(239) 472-3111	
136	Trescott, Dan	SW FL Regional Planning Council	DTrescott@swfrc.org	(239) 338-2550 x220	
137	Vance, Audrey	City of Bonita Springs	audrey.vance@cityofbonitasprings.org		
138	Vanderbrook, Scott	Estero Fire Dept.	vanderbrook@esterofire.org	239-370-8000	<i>[Signature]</i>
139	Vidal, Denis	LCEC	denise.vidal@lcec.net		
140	Wade, Doug	Lee Memorial	dwade@leememorial.org		
141	Weis, Dan	Construction and Design	dweis@leegov.com	(239) 707-6719	
142	Walker, Tim	SWFL Regional Planning Council	twalker@swfrc.org	(239) 338-2550	<i>[Signature]</i>
143	Wheaton, Patti	Medical Examiners Office, Lee County	Pwheaton@leegov.com	(239) 277-5020	
144	Will, Megan	Town of Fort Myers Beach	Megan@FortMyersBeachFL.gov	(239) 765-0202	<i>[Signature]</i>
145	Wilson, Hans	SW FL Marine Industries Association	hans@hanswilson.com	(239) 656-7083	
	Smith, Jenny Ann	Regional Emergency Response Authority	Jenny.A.Smith@leegov.com	850-431-1291	<i>[Signature]</i>
	Smith, Stephen	ARES/RACES	w9qfj@me.com	920-251-6249	<i>[Signature]</i>
	Herrell, Lindsay	LCEM		239-535-0001	<i>[Signature]</i>
	Thompson, Richard	Fort Myers	rthompson@cityofmyers.com	239-921-7630	<i>[Signature]</i>

## Meeting Minutes

### DISASTER ADVISORY COUNCIL LMS WORKING GROUP MEETING #1 November 1, 2016

- |   |  |
|---|--|
| Beals, Nathan - Lee County Utilities                | Le-Blanc-Hutchings, Lisa - Lee County Port Authority |
| Bridges, Sandi - Lee County Emergency Management    | Mayfield, Lee - Lee County Emergency Management      |
| Campbell, Gerald - Florida Gulf Coast University    | Nadler, Kristi - Lee County Emergency Management     |
| Carter, Cindy - Lee County Parks & Recreation       | Parry, Gisele - Hagerty Consulting                   |
| Cassidy, Frank - City of Bonita Springs             | Quimby, Debbie - Lee County Emergency Management     |
| Dalton, William - Sanibel Police Department         | Rooker, Kathleen - Captiva Erosion District          |
| Daltry, Wyatt - City of Cape Coral                  | Smith, Jennifer - Lee County Florida Health          |
| Danner, Lisa - Hagerty Consulting                   | Smith, Stephen - ARES/RACES                          |
| Davis, Jenny - Lee County Public Safety             | Spearo, Jesse - Cape Coral Emergency Management      |
| Dunn, Brandon - Lee County Community Development    | Stewart, Bob - Lee County Building Services          |
| Eck, Caitlyn - Lee County Health Department         | Thompson, Richard - City of Fort Myers               |
| Fournier, Celeste - Lee County Emergency Management | Vanderbrook, Scott - Estero Fire Department          |
| Goyette, Paul - Lee County Lee Tran                 | Walker, Tim - SWFL Regional Planning Council         |
| Guirguis, Ehab - Lee County DOT                     | Will, Megan - Town of Fort Myers Beach               |
| Herrell, Lindsay - Lee County Emergency Management  |  |
| Higgins, Douglas - Lee County Public Safety         |  |
| Jacoby, Billie - Lee County Community Development   |  |
| Larsen, Sandy - City of Sanibel                     |  |

### Agenda Items

- Welcome and Introductions
- Project Introduction
  - Purpose and Benefits of Hazard Mitigation Planning
  - Lee County's Guiding Principles
  - Planning Process – Public Meetings
  - Review of Current LMS Goals
  - Review of Current Hazards
  - Project Timeline/Next Steps
- Questions
- Final Comments/Adjourn

**Lee Mayfield, Emergency Planning Manager opened the meeting at 2:32 pm on 11/1/16.**

### Minute Approvals

Motion to approve meeting minutes from 7/20/16 & 9/19/16 made by William Dalton, Seconded by Frank Cassidy. All in favor.

#### Welcome and Introduction - Lee Mayfield

We have a very good vendor on board with us called Hagerty Consulting. I will turn it over to them and they will lead the majority of our discussion today to talk about the process. Some of this stuff we have touched on in previous meetings, but now we will get detailed on getting some comments from you all. If you don't have comments today on certain things that's okay, we will talk about the meeting schedule and how we can incorporate the feedback from everyone here.

Lisa Danner, I'm the Project Manager for this project and will be working with you to update your Local Mitigation Strategy. I started out as a local fire marshal management coordinator for 21 years in North Carolina and have been on the consulting side of the house for the past 11 years. Looking forward to working with you guys. I'm currently working in the state of Texas, state of Georgia in updating Local Mitigation Plans currently.

Gisele Parry, I'm the Project Lead on this project as well. I've been in Emergency Management for about 18 years and also, working with Lee County Region 6 on vaccination.

Ashley Wargo, is not here today but she will be doing a lot of outreach and if we need information you probably will get a call or email from her. We will have all of our contact information up as we go forward. We might not have a lot of questions get answered today, but we are going to put some food for thought out there. We will hit on the themes that we know are required to update the LMS and to get your information from 2010. You may leave here with some homework or for some food for thought. We will be talking about the project timeline and the schedule moving forward.

#### Purpose and Benefits of Hazard Mitigation Planning – Lisa Danner

We are going to talk about why we are doing litigation and why we are updating the plan. If you have any questions, please let me know. Some of this information may be repetitive since I know this working group is very active group in talking with Lee.

Litigation and having these plans FEMA does require them under the Disaster Mitigation Act of 2000. Future federal funding is needed and contingent on becoming eligible and approved under the plan. You must have a FEMA and State approved Hazard Mitigation Plan. Your funding is contingent on having the plan as well

as keeping it updated every 5 years. This is where you are right now in the 5 year cycle and it helps to guide post disaster recovery. One of the things in your plan currently is a lot of strategies or documents, so one of the things you have already done is working through what is the status of those strategies. What the status of those projects as relation to what you have in your plan of 2010. Have the strategies been completed or are you still working on them, is it something you need to eliminate. It helps to guide that post disaster recovery when money becomes available through mitigation whether it be through the pre disaster or disaster program; it helps us to guide that post disaster recovery. The involvement of most stake holders and public participation – one of the requirements from FEMA is that the public be invited to participate as well across the board stake holders. You currently have hazards in your current strategies so we will look at the status of those hazards. Are they still ranked where they need to be or has something changed, or need to be added? It's usually broken out into natural and either man made or technological hazards. FEMA only looks at your natural hazards but in talking with Lee there may be some changes or additions that we want to add to. Both the natural and technological man-made side, so we take a look at those hazards and the risks and the vulnerability for each of those hazards in the plan. Builds support for mitigation activities your strategies and projects help to educate community officials and the public. It may even develop more effective policies whether it be land use, building code CRS program, flood plain management or whatever the case maybe. It helps to have a more effective policy and policies put into place for the county as a whole. What you want to do is lessen, reduce or eliminate any of these risks or hazards that may impact Lee County. It reduces the vulnerability of those future hazards, can save lives and properties whether it's moving conflicts. Some of your average strategies or projects in the past have been either evaluated structure or moving structure completely out of arms way. Facilitates pre and post disaster funding speeds recovery and anything you can do to maintain that economic stability for the county everybody wins. There are some grant programs out there Hazard Mitigation Grant program that provides grants to implement hazard mitigation measures following a disaster. So if a disaster occurs a percentage of money is made available and you can apply for this disaster grant if you already have strategies in place. This is just pulling these strategies out of your plan and plugging them into the hazard mitigation grant application. You would submit and then be eligible for funding or receiving when an event occurs. They are non competitive and look at projects across the board, they look at your plan; anything you can do planning wise before is going to put you ahead of the game. You can also, fund for non planning projects through the program but you have to have the approved federally approved hazard mitigation plan.

#### Lee County's Guiding Principles – Lisa Danner

The guiding principles serve as a framework for organizing the LMS goals and objectives. We want to consider preventive activity and reduce the risk to people property from the hazards that are identified in the plan. We want to protect our property, how can we protect our critical infrastructure? We want to look at that so we can reduce or avert that property damage. We want to look at the natural resource protection activities to preserve the natural areas. As well as emergency services measures activities, tornado, hurricane all of these disasters. We want to look at structure projects that help keep hazards away from identified areas. Anything you can do to help protect these structural projects. Public information or public education that will help educate property owners, and visitors, ways to protect them from hazards. Pre and post disaster redevelopment and mitigation policies and event and you want to get your community back to either pre disaster or maybe even stronger and better after an event has occurred. Maybe some redevelopment some projects into play or policies that can help navigate to help make your community stronger or at least back to pre disaster condition.

#### Planning Process – Public Meetings – Lisa Danner

One of the requirements though FEMA is we have to capture, and there is a process that we have to follow in either developing or updating plans. You guys are updating your LMS plan, so from a hazard mitigation planning team you already have this in place your LMS working Group. We will be reviewing the goals and objectives that are currently in the plan and talk about doing we want to change any of those goals and objectives. Do we want to add to or take any out? Anything that we add to or take out we have to explain why we are doing that. Anything that we add or revise we just have to explain to the state as well as FEMA

as to why we are doing this. We need to review or revise the current hazards, data and risk & vulnerabilities. We will go over this list we have currently a list of the hazards that are in the plan. Lee and the group have some technological hazards into the plan, and now would be the time to do when you do your update. We are going to review the hazards and will have to go back 5 years to 2010. Each hazard that is currently in the plan we will have to do this for and each hazard that we add. When FEMA and the state look at your plan they only look at natural hazards. However, you do have impacts from technological or man-made hazards that we will also, have to talk about and add into the plan and develop those strategies to go along with each of the hazards and update those currently in the plan. Conducting outreach to the public one of the things required is 3 to 5 public meetings they can be part of your working group plan or you can have them separate from the working group meeting. You just have to give the public an opportunity throughout the course of this process to comment and provide feedback on the things that the working group talks about. Incorporate stakeholder input this is what you guys are doing and providing the input and feedback if there are other people we need to involve we can do that we just need to get the stakeholder input. Follow the plan adoption steps it goes to state, goes to FEMA and comes back with a conditional approve then the county adopts it as well as the municipalities and then you have an approved plan for the next 5 years. FEMA as all there planning across the board they take that whole community approach, they want to be sure and want to see that everybody is included. In the past airports and schools were two stakeholders that did not come to the table and not part of the process. Good to see involvement with both now because there is and can have a big impact when an event does occur. Process for these working group meetings are they should be advertised and at the end of the meeting and minutes that we have a 10 minute public comment window or comment. Then people that are invited and want to come and then we will just need to document in the plan that we provided that opportunity.

#### Review of Current LMS Goals & Objectives – Lisa Danner

Goals and Objectives: These are what are currently in your LMS - Develop and maintain a hazard resistant community through application of hazard mitigation policies and identification, prioritization and achievement of cost effective mitigation projects.

Lee do you have any thoughts or comments on your overall goal? Lee Mayfield: It's basically what we are doing, some are more general goals. If you don't have an answer today we will follow up and work with you guys to get more concrete answers. Even though we are having meetings we will still be having conference calls, webinars and other community outreach to you guys to get information on the plan. There will be 3 onsite meetings along with any needed call meetings to discuss any strategies hazards or whatever the case may be. We do have a sub that is working with us and they will have worksheets and questionnaires that we will be sending out to everyone to file out and complete the data or information that we need to update the risk assessment and the hazard identification section. You have to make sure all the hazards identify and agree with the current risk assessment for the jurisdiction.

Goal 1: Support prevention activities and projects that reduce the risk of life and damage to property from identified hazards.

We will need to find out if this is still current. Will need to take a look at it to see if it is still good or need to make any changes to this goals and objectives. If we need to change the objectives we have to summarize changes done and why to make them current. Lee Mayfield: Will have to go through and get some updates. We will be adding Estero into the plan.

Goal 2: Support activities and projects that reduce or avert property damage on properties that have suffered repeated damage from identified hazards. For these activities and projects we need to come up with what helps support Goal 2. Lee Mayfield: The CRS is a one of the big components we want to make sure they have a chance to look at and incorporate what they need to.

Goal 3: Support natural resource protection activities that preserve or maintain natural areas. If there is something you need to add to this now is the time.

Goal 4: Support the achievement of emergency services activities taken during a disaster incident to reduce the hazards impact. FEMA doesn't say you have to do it this way so whatever the method the county has been using is the method that FEMA will approve for you to use. There is no set way of doing the risk and vulnerable assessment it just needs to be done. Lee Mayfield: We will need to take a look at what data needs to be pulled to use for this assessment. A lot of the natural hazards you pull the data from the national weather service, but we also rely on the public information too.

Goal 5: Support efforts to obtain funding for engineered projects that help keep the hazards impart away from identified vulnerable areas.

Goal 6: Encourage public support and commitment to local hazard mitigation effort by showing its benefits through public information activities that advise property owners, potential property owners, and visitors about hazards and ways to protect people and property from these hazards and the benefits of protecting our natural resources. This is pretty much a public outreach, outreach to visitors and the community. Anything you can think of that is providing information or giving information to the public, visitors or the community will support this goal.

Goal 7: Maintain current pre and post disaster redevelopment and mitigation policies and procedures designed to reduce or avert the community's future disaster potential. These are all the objectives that are in support of the goal. When making a broad statement you have to identify how and where. Lee Mayfield: Are those goals consistent with what you've seen in other plans? In most plans they have 4 or 5 goals, but that does not mean you can't have more. You have pretty much hit the highlights of all the key areas.

#### Review of Current Hazards – Lisa Danner

Currently the LMS has only natural hazards. We are going to be adding technological man-made hazards to the plan. Knowing that FEMA will not look at those technological and man-made hazards as it relates to approving the plan. However, if something becomes available you have identified the hazard, identified the risk and you have strategies to go along with those hazards and its plug and play and apply for the money into the grant and just pull it right out of your plan. Lee County's list has to be in concert with the state mitigation list as well.

#### Project Timeline/Next Steps – Lisa Danner

In regards to this project we are looking at mid to late February in being finished. Lee Mayfield: Would like to give the State something to look at in January and they are flexible with our schedule. The drop dead deadline that we have to have to the plan adopted is June of 2017. We wanted to give you guys a good couple months at least if not more. We are looking at the Draft LMS # 1 as January 20, 2017 and Drafts LMS # 2 for review is February 2, 2017 & the final updated LMS ready to submit to the State is February 15, 2017. The big thing is we need to come up with are two dates for planning meetings to review the

information that we have compiled and put together and come to a consensus on. FEMA at some point and time requires that we did the risk and vulnerability assessment did the hazard profiles and you guys have had the chance to review it and bless it, we ranked the hazards, high medium and low all of that. We need a meeting date in December and January to finish up and get a final plan done.

#### Next Meeting / Next Steps - Lee Mayfield

The two dates for planning meetings: Week of December 12<sup>th</sup> and January 18, 2017

December we will update the hazard identification and profiles as well as the risk and vulnerability assessment.

We will have all that information ready for you to review at this meeting.

January meeting will be spent on finalizing the first draft of the LMS ready to review. What we would like to do is get the information back a week to 10 days prior to the meetings and then we will send everything out to you guys to review.

Then at least before you come to the meeting you can review and digest the information and provide feedback.

The State approval is normally 30 to 60 days, so we just need to make sure we get this submitted on time. If the plan goes to FEMA and something happens you still are eligible for money and can apply for money.

Lee Mayfield: The project lists that everyone has been working on and any new projects that need to be added we will need to make sure we have time to build these into these meetings.

### **Adjourn**

Motion to adjourn made by Jesse Spearo, Seconded by William Dalton. Meeting adjourned at 3:41 PM

# December 13, 2016

## Sign-In Sheet

SIGN IN SHEET for 12/13/2016					
A	B	D	E		
Attendees	Agency	Email Addresses	Office Phone #	Signature	
2	Abes, Ben	Lee County Public Safety	benjamin.abes@leegov.com	(239) 533-3961	
3	Ahmadi, Kevin		kevinahmadi@quicoastvillage.org		
4	Barden, Jack	Equal Opportunity Analyst	jbarden@leegov.com	(239) 533-2201	
5	Baucom, Warren	Lee County Economic Development	wbaucom@leegov.com	(239) 338-3161	
6	Beals, Nathan	Lee County Utilities	nbeals@leegov.com	(239) 533-8157	<i>NB</i>
7	Beck, Richard	Lee County Public Works Dept.	rbeck@leegov.com	(239) 533-8822	
8	Benacquisto, Senator Lizbeth		benacquisto.lizbeth.web@flsenate.gov		
9	Bjostad, James	Lee County Emergency Mgmt	bjostad@leegov.com	(239) 533-0617	
10	Bowen, Trenton Chief	City of Fort Myers Fire Dept.	tbowen@cityofmyers.com	(239) 321-7311	
11	Brady, Christine	Lee County Human Resources Director	cbrady@leegov.com	(239) 533-2348	
12	Bridges, Sandi	Lee County Emergency Mgmt	sbridges@leegov.com	(239) 533-0615	
13	Brown, Pam	Visitors Bureau / Conference & Event Manager	pbrown@leegov.com	(239) 338-3500	
14	Cain, John	American Red Cross	disaster@arcllee.org	(239) 278-3401	
15	Campbell, Chris	City of Bonita Springs	Christopher.Campbell@cityofbonitasprings.org		
16	Campbell, Gerald	Emergency Manager - FGCU	gcampbell@fgcu.edu	(239) 590-1948	<i>GC</i>
17	Carter, Cindy	Lee County Parks & Recreation	ccarter@gmail.com	(239) 229-0493	
18	Carter, Linda	No Person Left Behind	mslindacarter@gmail.com	(239) 368-6846	
19	Cassidy, Frank	City of Bonita Springs	frank.cassidy@cityofbonitasprings.org	(239) 949-6257	<i>Frank</i>
20	Cloutier, Peter	Internal Services / Mgr. Internal Serv. - Fiscal	pcloutier@leegov.com	(239) 533-8512	
21	Cochran, Don Chief	City of Cape Coral Fire Department	dcochran@capecoral.net		
22	Coleman, Kyle	Village of Estero	coleman@estero-fl.gov	(239) 221-5035	
23	Crawford, David		dcrawford@swfrpc.org		
24	Crisafulli, Susan	LCEC	susan.crisafulli@lcec.net	(239) 656-2399	
25	Dalton, Lt. William	Sanibel Police Department	bill.dalton@mysanibel.com	(239) 472-3111	
26	Daltry, Wyatt	City of Cape Coral	wdaltry@capecoral.net	(239) 573-3160	<i>Wyatt</i>
27	Danner, Lisa	Hagerty Consulting	lisa.danner@hagertyconsulting.com	(423) 727-9058	<i>Lisa</i>
28	Davis, Jenny	Public Safety / Administrative Specialist	jdavis@leegov.com	(239) 533-3948	
29	Deerey, Aaron	Lee County Port Authority	amdeerey@flylcpa.com	(239) 590-4696	
30	Delrose, L	City of Fort Myers	ldelrose@cityofmyers.com		
31	Dobson, Kenny	School District of Lee County	KennethDD@leeschools.net	(239) 0839-9083	
32	Doggett, Linda	Lee Clerk of Courts	ldoggett@leeclerk.org	(239) 533-2554	

SIGN IN SHEET for 12/3/2016				
A	B	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature
34 Donley, Liz	Charlotte Harbor National Estuary Program	ldonley@chnep.org		
35 Drake, Dylan	Lee County Human Resources	Draked@leegov.com	(239) 533-2005	
36 Duncan, Danny	Sanibel Fire	Danny@sanibelfire.com		
37 Duncan, Gary E.	Lee County Port Authority	GEDuncan@flycpa.com	(239) 590-4721	
38 Dunn, Brandon	Lee County Community Development	bdunn@leegov.com	(239) 533-8809	
39 Eck, Caitlyn	Lee County Health Department	Caitlyn.Eck@fhealth.gov	(239) 461-6128	<i>[Signature]</i>
40 Eckert, Timothy	Parks & Recreation	teckert@leegov.com	(239) 432-2076	
41 Farmer, Rob - DAC Chair	Lee County Public Safety Director	rfarmer@leegov.com	(239) 533-3911	
42 Fenske, Jennifer	Lee County Public Safety	jfenske@leegov.com	(239) 533-3922	
43 Flanjack, Alise	Lee County Parks & Recreation	afanjack@leegov.com	(239) 533-7451	
44 Floyd, William	Lee County Emergency Mgmt	wfloyd@leegov.com	(239) 533-0611	
45 Fournier, Celeste	Lee County Emergency Mgmt	cfournier@leegov.com	(239) 533-0694	<i>[Signature]</i>
46 Fournier, Jason	Lee County Solid Waste	JFournier@leegov.com	(239) 338-3302	
47 Frantz, Joe	Lee County DOT Operations	frantzja@leegov.com	(239) 533-9400	
48 Fraser, Andrea	Lee County Attorney	afraser@leegov.com	(239) 533-2236	
49 Gabrick, Eileen	Lee Clerk of Courts	egabrick@leeclerk.org	(239) 533-2124	
50 Gibbons, John	Southwest Florida Regional Planning Council	Jgibbons@SWFRPC.org	(239) 338-2550	
51 Gooderham, Kate - Vice Chair	Gooderham & Associates	kgooderham@comcast.net	(239) 489-2616	
52 Goyette, Paul	Lee County Lee Tran	pgoyette@leegov.com	(239) 533-0343	<i>[Signature]</i>
53 Grant, Damon	Lee County Construction & Design	dgrant2@leegov.com	(239) 281-9086	<i>[Signature]</i>
54 Grigsby, Melanie R	City of Ft. Myers	MGrigsby@cityftmyers.com	(239) 321-7467	
55 Guiguis, Ehab	Lee County DOT Operations	eguiguis@leegov.com	(239) 533-9400	
56 Gulamali, Al	Lee County Port Authority	AlGulamali@flycpa.com	(239) 590-4720	
57 Hamilton, Rebecca	Examiner	rhamilton@leegov.com	(239) 277-5020	
58 Hanna, Rebecca	Public Safety / Office Manager	rhanna@leegov.com	(239) 533-3973	
59 Harner, David	Parks and Recreation / Director	dharner@leegov.com	(239) 533-7408	
60 Harris, David	Budget Services / Manager, Budget Services	dharris@leegov.com	(239) 533-2301	
61 Hartwell, Judy	City of Fort Myers Fire Dept.	jhartwell@cityftmyers.com	(239) 321-7321	<i>[Signature]</i>
62 Hayden, Kenneth	Community Association Manager	Ken@Hayden-Associates.com	(239) 489-4890	

2

SIGN IN SHEET for 12/3/2016				
A	B	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature
63 Hayhurst, Patrick	Lee County School Dist.	Patrick.H@leeschools.net	(239) 337-8598	
64 Henninger, Lance	Sanibel Emergency Management	emergency.management@mysanibel.com	(239) 472-3111	
65 Henningson, John - Boca Grand		jchenningson@aol.com		
66 Herrell, Lindsay	Lee County Emergency Management	lherrell@leegov.com	(239) 533-0601	
67 Higgins, Douglas	Lee County Public Safety	dhiggins@leegov.com	(239) 533-3916	
68 Higginbotham, Tom	Fort Myers Fire Department	thigginbotham@cityftmyers.com		
69 Hunter, Arleen	City of Bonita Springs	arleen.hunter@cityofbonitasprings.org		
70 Ink, James				
71 Jackson, Tricia	Lee County Budget Services	tjackson@leegov.com	(239) 533-2309	
72 Jacoby, Billie	Community Development	bjacoby@leegov.com	(239) 533-8948	<i>[Signature]</i>
73 Jerant, Andy	American Red Cross	andy.jerant@redcross.org		
74 Jordan, James	City of Sanibel	jimmy.jordan@mysanibel.com	(239) 472-4136	
75 Kazemi, Saeed	City of Ft. Myers	skazemi@cityftmyers.com	(239) 321-7215	
76 Keyes, Pam	Lee County Utilities	Pkeyes@leegov.com	(239) 533-8544	
77 Kinsey, Philip	Bonita Fire	Kinsey@bonitifire.org		
78 Kirton, Kim	Public Resources / Administrative Specialist	kkirton@leegov.com	(239) 533-2107	
79 Klein, Bonnie	Facilities Construction & Management Life Safety	bklein@leegov.com	(239) 707-5668	
80 Kreiger, Lisa	Natural Resources / Operations Manager	LKreiger@leegov.com	(239) 533-8706	
81 Kreuz, Jeanette	Fort Myers Police Department	jkreuz@fmpolice.com	(239) 321-7759	
82 LaGuardia, Joan	Lee County Community Development	jla Guardia@leegov.com	(239) 533-8705	<i>[Signature]</i>
83 LaMontagne, Timothy	Solid Waste / Solid Waste Coordinator	tlamontagne@leegov.com	(239) 533-8960	
84 Larsen, Sandy	City of Sanibel	sandy.larsen@mysanibel.com	(239) 472-6397	<i>[Signature]</i>
85 Lassiter, Trish	LCEC	Trish.Lassiter@lcec.net	(239) 292-3143	
86 Le-Blanc-Hutchings, Lisa	Lee County Port Authority	lleblanc-hutchings@flycpa.com	(239) 590-4852	<i>[Signature]</i>
87 Liggins, Mike		MLiggins@bsu.us		
88 Love, Jim	Lee County Health Department	James.Love@fhealth.gov	(239) 690-2103	
89 Lovejoy, Donna	City of Fort Myers	dlovejoy@cityftmyers.com	(239) 321-7217	<i>[Signature]</i>
90 Loveland, David	Lee County Dept. of Transportation	Loveldadm@leegov.com	(239) 478-8509	
91 Lucia, Scott Captain	Lee County Sheriff's Dept.	SLucia@sheriffleefl.org	(239) 477-1086	
92 Mallow, Terry	Lee Clerk of Courts	tmallow@leeclerk.org	(239) 533-2184	
93 Manzo, Barbara	Lee County Parks & Recreation	Barbara@leegov.com	(239) 533-7412	
94 Marichal, Terry	Public Safety / Administrative Specialist	tmarichal@leegov.com	(239) 533-3964	

3



SIGN IN SHEET for 12/23/2016				
A	B	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature
95	Margolis, Senator Gwen	margolis.gwen.web@flsenate.gov		
96	Massey, David	Lee County Emergency Mgmt		
97	Mayfield, Lee	Lee County Emergency Mgmt	lmayfield@leegov.com (239) 533-0620	
98	Mazurkiewicz, Heather	Lee Building Industry Assoc.	Heather@bia.net (239) 536-5525	
99	Mercado, Roger	Lee County Human Services	rmercado@leegov.com (239) 533-7930	
100	McGee, Jim	Lee County Historic Preservation Board	jmdgee@otc1.com (239) 671-6267	
101	McIntyre, Ed	Lee County Parks & Recreation	Mcintyre@leegov.com (239) 590-0554	
102	Miller, Rita	Lee Clerk of Courts	rmiller@leclerk.org	
103	Moore, Steven Chief		scmoore@fqu.edu	
104	Murphy, Gerald	Murphy Planning	jerry@murphyplanning.com (239) 322-8510	
105	Myers, Steve	Lee County Transit	Stmyers@leegov.com (239) 277-5012	
106	Nadler, Kristi	Lee County Emergency Mgmt	knadler@leegov.com (239) 533-0610	
107	Nelson, Stanley		snelson@sheriffleefl.org	
108	Nesbit, Chief Larry	Bayshore Fire & Rescue	Chief@bayshorefire.org (239) 543-3443	
109	Noble, Matthew	DCD Planning / Principal Planner	mnoble@leegov.com (239) 533-8548	
110	Norvell, Jeremy	Lee County DOT	jnorvell@leegov.com (239) 533-9400	
111	Ottolini, Roland	Natural Resources / Division Director	rottolini@leegov.com (239) 533-8127	
112	Parry, Gisele	Hagerty Consulting	gisele.parry@hagertyconsulting.com	
113	Pigott, Tamara	Visitors and Convention	tpigott@leegov.com (239) 533-6715	
114	Porter, Gary	Manager	gporter@leegov.com (239) 498-0157	
115	Pringle, Bonnie		Bonnieglwa@comcast.net	
116	Quimby, Debbie	Lee County Emergency Management	dquimby@leegov.com (239) 533-3640	
117	Richardson		urichardson@ralaw.com	
118	Richter, Garrett Senator		richter.garrett.web@flsenate.gov	
119	Ringle, Rachel	Cape Coral Emergency Management	ringle@capecoral.net (239) 242-3635	
120	Rodgers, Michelle	Lee County Emergency Management	mrogers@leegov.com (239) 533-0605	
121	Rodriguez, Alberto Dr	Lee County School District	AlbertoR@leeschools.net (239) 337-8106	
122	Rooker, Kathleen	Captiva Erosion District	mycpd8@gmail.com	
123	Sampson, Lindsey	Lee County Solid Waste	sampsoli@leegov.com (239) 338-3302	
124	Schwing, Carl	City of Bonita Springs	carl.schwing@cityofbonitasprings.org	
125	Scott, Denise	Lee County Website Coordinator Content	dscott@leegov.com (239) 533-2306	
126	Seeley, Ellen	City of Cape Coral Fire Dept.	esseley@capecoral.net (239) 573-3022	

4

SIGN IN SHEET for 12/23/2016				
A	B	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature
127	Simmons, Clay	Lee County DOT	wsimmons@leegov.com (239) 533-8803	
128	Smith, Holly	Private Citizen of Sanibel	boatclub411@gmail.com (239) 707-9800	
129	Smith, Jennifer	Lee County Florida Health	Jennifer.Smith3@flhealth.gov (850) 631-1271	
130	Smith, Stephen	ARES/RACES	W9GPI@ARRL.net (920) 251-6249	
131	Solich, John	Lee County DOT Operations	jsolich@leegov.com (239) 533-9400	
132	Southall, Robert	Lee County Transit	rsouthall@leegov.com (239) 533-0363	
133	Spearo, Jesse	Cape Coral Emergency Management	jspearo@capecoral.net (239) 242-3611	
134	Stead, Ken		ken@swflmia.com	
135	Stelmack, Sonny	Lee County School Dist.	Sonnys@leeschools.net	
136	Stewart, Bob	Lee County Building Services	Rstewart@leegov.com (239) 533-8320	
137	Tapfumaneyi, Sandra	Lee County Emergency Mgmt	stapfumaneyi@leegov.com (239) 533-0614	
138	Thompson, Richard	City of Fort Myers	rthompson@cityofmyers.com (239) 321-7630	
139	Tomlinson, Bill	City of Sanibel Police Dept.	Bill.tomlinson@ci.sanibel.fl.us (239) 472-3111	
140	Trescott, Dan	SW FL Regional Planning Council	DTrescott@swfrc.org (239) 338-2550 x220	
141	Vance, Audrey	City of Bonita Springs	audrey.vance@cityofbonitasprings.org	
142	Vanderbrook, Scott	Esterio Fire Dept.	vanderbrook@esteriofire.org (239) 390-8000	
143	Vidal, Denis	LCEC	denise.vidal@lcec.net	
144	Wade, Doug	Lee Memorial	dswade@leememorial.org	
145	Weis, Dan	Construction and Design	dweis@leegov.com (239) 707-6719	
146	Walker, Tim	SWFL Regional Planning Council	twalker@swfrc.org (239) 338-2550	
147	Wheaton, Patti	Medical Examiners Office, Lee County	Pwheaton@leegov.com (239) 277-5020	
148	Will, Megan	Town of Fort Myers Beach	Megan@FortMyersBeachFL.gov (239) 765-0202	
149	Wilson, Hans	SW FL Marine Industries Association	hans@hanswilson.com (239) 656-7083	
	Zambito, Chris	Dunberry	czambito@dunberry.com 813 421-8635	ch z b

# Meeting Minutes

**DISASTER ADVISORY COUNCIL**  
**Joint Unified Local Mitigation Strategy Update Project**  
**LMS WORKING GROUP MEETING #2**  
**December 13, 2016**

**Beals, Nathan - Lee County Utilities**  
**Campbell, Gerald – Florida Gulf Coast University**  
**Cassidy, Frank – City of Bonita Springs**  
**Dalton, William – Sanibel Police Department**  
**Daltry, Wyatt – City of Cape Coral**  
**Davis, Jenny - Lee County Public Safety**  
**Dunn, Brandon - Lee County Community Development**  
**Eck, Caitlyn – Lee County Health Department**  
**Fournier, Celeste - Lee County Emergency Management**  
**Grant, Damon – Lee County Construction & Design**  
**Hartwell, July – City of Fort Myers Fire Department**  
**Jacoby, Billie – Lee County Community Development**  
**LaGuardia, Joan – Lee County Admin**  
**Larsen, Sandy – City of Sanibel**  
**Le-Blanc-Hutchings, Lisa – Lee County Port Authority**  
**Love, Jim – Lee County Health Department**  
**Mayfield, Lee - Lee County Emergency Management**  
**Mercado, Roger – Lee County Human Services**  
**Quimby, Debbie - Lee County Emergency Management**  
**Rooker, Kathleen – Captiva Erosion District**  
**Smith, Stephen – ARES/RACES**  
**Tapfumaneyi, Sandra–Lee County Emergency Management**  
**Thompson, Richard – City of Fort Myers**  
**Vanderbrook, Scott – Estero Fire Department**  
**Walker, Tim – SWFL Regional Planning Council**  
**Weis, Dan – Construction and Design**  
**Zambito, Chris – Dewberry**

### Agenda Items

- Welcome and Introductions
- Project Meeting
  - Core Hazards List
  - Risk Assessment Methodology
  - LMS Project/Strategies Discussion
  - Project Timeline
  - Next Steps
- Questions
- Final Comments/Adjourn

**Lee Mayfield, Emergency Planning Manager opened the meeting at 10:38 am on 12/3/16.**

### Minute Approvals

Motion to approve meeting minutes from 11/1/16 made by Frank Cassidy, Seconded by William Dalton. All in favor.

#### Welcome and Introduction - Lee Mayfield

Thanks everyone for attending. In about two months we will have a brand new fancy Local Mitigation Strategy that you guys can take back to your city commissioners and everybody else to brag about and say this is our county wide Mitigation Plan. We will have our vendor Lisa from Hagerty and Chris from Dewberry talk a little about hazards today. If you remember our last meeting we talked about goals and objectives which were a big check box and we wanted to make sure they were still all valid. Today we will be talking about what are our hazards in Lee County. It's easy to think of and just say hurricanes, tornados and terrorism, but what does that really mean when we put pencil to paper and adding it to our plan. We were able to suggest about 15 hazards and we will go over them to make sure everyone is okay with them. From natural to man-made hazards and everything in between we have another list of hazards which are more secondary hazards that we are not going to focus on too much in the plan, but we do want to mention. Today we will mainly focus on the primary hazards that we put time and effort into, the ones we base our exercises off of.

#### Lisa Danner - Hagerty Consulting

Glad everyone could come back today and we didn't scare you off at the last meeting. Basically as Lee was saying we are going to talk about the Core Hazards list and then the Methodology for the Risk Assessment. Everything in the updated plan is build around your Core Hazards and identify those Core Hazards and what your risks are. Dewberry is going to be doing the Risk Assessment piece over the course of the next month or so. They will be talking about what that Methodology is going to be and get any thoughts or feedback regarding to that. We have to come up with that Core Hazards list as to what the impacts and effects are going to be for Lee County. Then we will talk a little about the projects and strategies that are currently in the plan as well as any new strategies or projects that municipalities or county may have.

We will talk more about the project timeline and where we are at with the project and the next steps. The end result will be a final completed updated Hazard Mitigation Plan or a LMS document done and ready to submit it to the State by the 1<sup>st</sup> or 2<sup>nd</sup> week of February. The plan is good for 5 years and has to be updated; you don't want the plan to run out, so our timeline is trying to get everything done by the course of the 1<sup>st</sup> part of February. I will turn it over to Chris from Dewberry. He will talk about the Core Hazards and the Methodology for the Risk Assessment.

## Core Hazards List – Chris Zambito - Dewberry

Good morning everyone-I appreciate everyone being here. My name is Chris Zambito. I used to work with Hillsboro County for 10 years in their Planning and Growth Management doing their Mitigation Strategy back in 1998 when Florida kind of first kicked things off. I have been with Dewberry now for about 8 years, so I have interacted with some of you as well with the flood maps for you guys. We are going to talk a little about the Core Hazards and address some of the other things as well, with just a paragraph or a narrative. We have listed your traditional hazards and we just need to get a feel from you guys if this is still working and where you want to go for the hazards listed. Is there anything that you would want to change on this list? The ones on the list that are highlighted are the ones we will be putting the most focus on. Before we jump into this is there any direction that you want to go for the items (man-made) on the bottom of the list?

Lee Mayfield - The thinking has been to have this list contain comprehensive and not only natural hazards. The Federal government says on your LMS you only have to have natural hazards listed. We know we have a lot more hazards than that and want to be consistent and want to have one list of hazards that can be translated to all our various plans that we all work on through our jurisdictions. We added the cyber attack on there and we talked a lot about the word terrorism and having the word terrorism in there. Some counties chose to have that as an overarching hazard. Our thinking was there are a lot of things on the list that could be considered terrorism, so don't think that it's not in there. A good chunk of them could be terrorism, so we wanted to break it down a little bit more, so we could incorporate all those hazards that we plan and train for.

Celeste Fournier - It also, reflects how our CEMP is written and laid out in sections. Regardless of the cause the factor this is what we deal with it still has the same outcome and the outcome is what we are focused on.

Joan LaGuardia – We have two physical map revisions pending, but it won't be done in time.

Chris Zambito - We could certainly add this to the narrative portion.

Lisa Danner – What about the cyber attacks, are there any data or any studies that we can tap into or use?

Celeste Fournier - We have not personally done one, but have the reports that FDLE has done studies in Florida, so they have been monitoring cyber attacks. They have data that I'm sure that could provide you with from the attacks and frequencies.

I think you have brought up a couple of good points if we can tailor this plan so it ducktails into other things that you are doing so you can get a multiply effect on the plans it's helpful to us and you guys too. If you have wildfire protection plan that's going on and we are not aware of it or some water shed studies or something this would be helpful for us to use whatever the data is, so that your plans are using the same thing. For the storm surge flooding we can use the probable version or unless you have something else for planning purposes we can use that too. We will try to tailor these so you have results that are meaningful to you, but ultimately a lot of the risk assessment is just going to bleed in to what FEMA wants to see; which is how you are addressing those vulnerabilities. Are there any studies that you guys are doing right now that would affect these hazards? Are you collecting any of this information through Public Works or anything from the recent storms that have passed?

Lee Mayfield - Natural Resource people should be able to help in this area. What information to you need from me or us on these hazards?

Chris Zambito - If you want to just give us a list of contact names we will reach out to them. Any community rating system cycles? Could you provide us with competitive loss impact areas? Any external agencies that are not here, but need to provide any data to us?

Lee Mayfield - We need to touch base with Forestry Department.

Chris Zambito - Are there any electric utility data and are they typically involved with this group?

Lee Mayfield - We can get data or feedback from them.

Chris Zambito - As Lisa mentioned we have a pretty tight window to try and do this, so we want to focus on getting any data before the end of the year and January crunch through the results and then providing you guys with a draft.

### Risk Assessment Methodology

Lisa Danner – FEMA or State doesn't say you have to do it this way they just want to see that you have a Methodology in place on how you are ranking your hazards and things in the plan. So, if you are assigning it a high, medium, low, major or minor whatever the case maybe they just want to see there is a method to your madness. They don't say you have to do it this way, but there is a Methodology in place of ranking the things that you go through and look at in the plan.

Lee Mayfield - The verbiage and the plan will reflect that too. Whatever we list as a natural hazard here you have to have some kind of mitigation strategy for it.

Lisa Danner – In Texas they are saying that for anything ranked high or medium you have to come up with two mitigation strategies. We will have to see what Florida is adhering to. They do want to see one mitigation strategy for each of the core hazards you have identified, so will have to check to see what the state allows at their level. Even over the course of the next couple months we will have some conference calls to get feedback from the group and make sure the ranking is agreed on. As, Chris is saying we just need to have justification on why we are ranking it the way we are ranking it.

### LMS Project/Strategies Discussion

Lee Mayfield – So far, Sanibel and Fort Myers Beach have really looked at their project list in detail. They have wiped some of the projects off the list. Next meeting in January is really going to be crunch time as far as adding projects to your cities list or taking them off. I also, have some work to do with getting with some county departments to go over our list. Especially with the cities I will be right there with you working with your leadership or your different departments within your jurisdictions to go over the list. Make sure for the next meeting a few things are done. Take off any projects or strike through any projects that you don't want on the list anymore. They are either completed, no use for them anymore, funding dried up or you moved on from that idea. The bulk of the work is going to come with new projects. (In the back there are project ranking forms) We will have to talk through these projects and they will have to be ranked. These forms will need to be filled out before the next meeting. The only scoring that you don't fill out is on page 2 which is the level of public demand—this will be discussed as a group.

Bill Dalton – From 2011, I believe we had 6 initiatives on and have completed several of them. One was a project with our Sanibel community house they wanted \$300,000 to put towards their overall renovations to harden it for hurricanes. Then the people who ran that organization started to blur the lines thinking it could be shelter or a shelter of last resort. We had a disagreement as far as whether that was appropriate, so it never got funded and as we speak that building is almost complete with renovation that they did with private funds. We added 5 things to the list that are new and one was already completed, so wasn't sure if we could seek any reimbursement. Our recreation center we always tabbed it as a comfort station after a storm, so people could go there, spend some time in the ac, take a shower and so forth, but we never tested it as far as bringing a tractor trailer size generator in and hooking it up and running it. We did that this year it cost about \$6,000.00 to mobilize and get it out and run for 2 hours. Our previous Chief said that the ranking/scoring document at our city was done at a department director level. They sat all the department directors down, listed the projects and came up with the appropriate score. This is how I will propose we do it for the 4 new ones we have. We should be able to have this done by the next meeting with no problem. If done before, I will email them over to you.

Lee Mayfield – Bill has done a good job taking this back to his group. The next meeting the time consuming part will be for every one of those projects. Example: Bill will present a quick 5 minute background on the project; how he scored the different items and then we will all have an open group discussion. If you have questions on projects, please call me or talk about at these meetings. We are pretty open to what is on the list, and not everything is all hurricane money. Even if it's not funded by the next hurricane pot of money it's still valid to have on the list. If it's not on the list when we go for approval in June or before, we have these all the time. These are living documents and priorities, funding, and people change, so don't feel like if you missed the opportunity in January or February, the next meeting if you have a project bring it forward and we will put it on the list.

Lisa Danner - As Lee was saying, funding changes all the time and if funding comes down and you don't have it in the current plan it doesn't mean that project strategy isn't eligible for money, you can still put in for it. The big thing is when you're looking at your projects and strategies that you tie them back into the risk assessment. It has to be tied back into either a hazard or a multi hazards to get funding. FEMA likes to see that you are not just seeking grant money that you're also, looking for private public partnerships as well. Are there any strategies or projects that you have questions on?

Lee Mayfield - One of the questions we were talking about was one of our new municipalities-Estero. They are official with Lee County now and they contract out a lot of their services. They did incorporate, but rely on the county to provide a lot of their services still and that may change over time. Chief and I were talking that they might want to have projects on the list and how do they add when they don't own or manage a lot of the infrastructure in their city. Does every municipality have to have a project on the list?

Chris Zambito – It can be general education type projects (such as putting something in the library to make people aware of the hazard or they may want to say we are looking to have a community center, town hall structure build instead of leasing it) Not every project has to be a 5 million dollar project. It could be something as easy as check the box for them that they are not going to get all upset about and be compliant with.

Gerald Campbell – I think what Scott is asking is my question to. My understanding of the regulation is that to be eligible you have to be an active part of the mitigation group and then your project has to be on the list. There is nothing that says you have to have a project on the list before the event because unless you guys are going to change it you can add it to the list any time. You can be part of the process and not have a project on the list.

Lee Mayfield - We will double confirm that you guys are good with not having anything on the list.

Scott Vanderbrook – You did confirm I believe at the first meeting that it does not have to be a city, village or county.

Lee Mayfield – Yes, everybody will have their jurisdiction and anyone can propose a project.

#### Project Timeline

February 15<sup>th</sup> is the deadline. Between now and the next meeting we will be reaching out to individuals, departments and agencies to collect data to do the risk assessment for the core hazards. Once the risk assessment draft completed we will do a conference call, but one of the things we wanted to talk about is doing the next LMS working group meeting. After discussion the meeting will be scheduled for Friday, January 27<sup>th</sup> from 2pm to 4 pm.

#### Phase 1: Initiate Project & Ensure Compliance

Kickoff Meeting – Planning Meeting #1	November 1, 2016
Final Project Management Plan	November 15, 2016

#### Phase 2: Update Hazard and Risk Vulnerability Assessment

Draft Update of the Hazard and Threat Profile	January, 2017
---	---------------

#### Phase 3: Update Joint Unified Local Mitigation Strategy

Draft LMS # 1	January 20, 2017
Draft LMS # 2	February 2, 2017
Final Update LMS	February 15, 2017

#### Phase 4: Gain Approval for the Lee County Joint Unified Local Mitigation Strategy

Plan Adoption Assistance	June 2017
--------------------------	-----------

#### Next Steps

- Continue data collection
- Conduct public meeting # 2 (in conjunction with next DAC/LMS Working Group Meeting)
- Update Hazard Identification and Profiles
- Update risk assessment and consequence analysis

**Adjourn**

Motion to adjourn made by Frank Cassidy, Seconded by William Dalton. Meeting adjourned at 11:42 am

January 27, 2017

Public Notice

**The News-Press**  
**media group**  
news-press.com | A GANNETT COMPANY

**Classified Ad Receipt**  
(For Info Only - NOT A BILL)

**Customer:** LCBC-COUNTY ADMINISTRATION

**Ad No.:** 0001807194

**Address:** 2115 2ND ST  
FORT MYERS FL 33901  
USA

**Net Amt:** \$227.09

**Run Times:** 1

**No. of Affidavits:** 1

**Run Dates:** 01/20/17



**Text of Ad:**

**PUBLIC NOTICE**

**County's Local Mitigation Strategy Update**

**PLEASE BE ADVISED** that Lee County Emergency Management will hold a public meeting where concerns and comments will be heard in order to update the County's Local Mitigation Strategy. The meeting will be held on Friday, January 27th, 2017 from 2:00pm – 4:00pm at the Lee County Emergency Operations Center – 2675 Ortiz Ave Fort Myers, FL 33905.

The Local Mitigation Strategy (LMS) establishes a plan to make the County safer from a variety of hazards and to reduce long term deaths and property damage. Federal rules require that local governments maintain a Local Mitigation Strategy to receive several types of disaster related assistance grants. Public comment is a federal requirement for plan approval.

Lee County Emergency Management encourages the public to view the draft version of the plan at the website: <http://www.leegov.com/publicsafety/emergencymanagement/plan/mitigation>

Comments on the plan can be directed to: Lee Mayfield, Lee County Public Safety/Emergency Management, 239-533-0622, [lmayfield@leegov.com](mailto:lmayfield@leegov.com).

Public input in the development of the Local Mitigation Strategy will ensure that the money is spent on mitigation projects that benefit the community most. Lee County Emergency Management needs help in identifying places that are at risk to natural hazards and projects that could be carried out to mitigate the hazards. Hazard mitigation actions include: prevention, property protection, public education, natural resource protection, emergency services protection and structural projects. Lee County Emergency Management is looking for mitigation project ideas.

If you have a disability that will require special assistance or accommodations for your attendance at the public hearing, please call Lee County Administration at 239-533-2221 for information.  
PO: Westen L012017-27  
AD#1807194 1/20/2017

# Sign-In Sheet

A	B	SIGN IN SHEET for 1/27/2017		D	E
Attendees	Agency	Email Addresses	Office Phone #	Signature	
2					
3	Abes, Ben	Lee County Public Safety	benjamin.abes@leegov.com	(239) 533-3961	
4	Ahmadi, Kevin		kevina@gulfcoastvillage.org		
5	Barden, Jack	Equal Opportunity Analyst	jbarden@leegov.com	(239) 533-2201	
6	Beals, Nathan	Lee County Utilities	nbeals@leegov.com	(239) 533-8157	<i>NBC</i>
7	Benacquisto, Senator Lizbeth		benacquisto.lizbeth.web@fsenate.gov		
8	Bjostad, James	Lee County Emergency Mgmt	jbjostad@leegov.com	(239) 533-0617	<i>Bjostad</i>
9	Bowen, Trenton Chief	City of Fort Myers Fire Dept.	Tbowen@cityftmyers.com	(239) 321-7311	
10	Brady, Christine	Lee County Human Resources Director	cbrady@leegov.com	(239) 533-2348	
11	Bridges, Sandi	Lee County Emergency Mgmt	sbridges@leegov.com	(239) 533-0615	
12	Brown, Pam	Visitors Bureau / Conference & Event Manager	pbrown@leegov.com	(239) 338-3500	<i>Pam Brown</i>
13	Cain, John	American Red Cross	disaster@arclcc.org	(239) 278-3401	
14	Campbell, Chris	City of Bonita Springs	Christopher.Campbell@cityofbonitasprings.org		
15	Campbell, Gerald	Emergency Manager - FGCU	gcampbell@fgcu.edu	(239) 590-1948	<i>GC</i>
16	Carter, Cindy	Lee County Parks & Recreation	ccarter@gmail.com	(239) 229-0493	<i>Cindy Carter</i>
17	Carter, Linda	No Person Left Behind	mslindacarter@gmail.com	(239) 368-6846	
18	Cassidy, Frank	City of Bonita Springs	frank.cassidy@cityofbonitasprings.org	(239) 949-6257	
19	Cloutier, Peter	Internal Services / Mgr. Internal Serv. - Fiscal	pcloutier@leegov.com	(239) 533-8512	
20	Cochran, Don Chief	City of Cape Coral Fire Department	dcochran@capecoral.net		
21	Coleman, Kyle	Village of Estero	coleman@estero-fl.gov	(239) 221-5035	
22	Crawford, David		dcrawford@swfrpc.org		
23	Crisafulli, Susan	LCEC	susan.crisafulli@lcec.net	(239) 666-2399	
24	Dalton, Lt. William	Sanibel Police Department	bill.dalton@mysanibel.com	(239) 472-3111	
25	Daltry, Wyatt	City of Cape Coral	wdaltry@capecoral.net	(239) 573-3160	<i>Wyatt</i>
26	Danner, Lisa	Hagerty Consulting	lisa.danner@hagertyconsulting.com	(423) 727-9058	<i>Lisa Danner</i>
27	Davis, Jenny	Public Safety / Administrative Specialist	jdavis@leegov.com	(239) 533-3948	<i>Jenny Davis</i>
28	Deerey, Aaron	Lee County Port Authority	amdeerey@flycpa.com	(239) 590-4696	
29	Delrose, L	City of Fort Myers	ldelrose@cityftmyers.com		
30	Dobson, Kenny	School District of Lee County	KennethDD@leeschools.net	(239)0839-9083	
31	Doggett, Linda	Lee Clerk of Courts	ldoggett@leeclerk.org	(239) 533-2554	
32	Donley, Liz	Charlotte Harbor National Estuary Program	ldonley@chnep.org		
33	Drake, Dylan	Lee County Human Resources	Draked@leegov.com	(239) 533-2005	

1

A	B	SIGN IN SHEET for 1/27/2017		D	E
Attendees	Agency	Email Addresses	Office Phone #	Signature	
2					
34	Duncan, Gary E.	Lee County Port Authority	GEDuncan@flycpa.com	(239) 590-4721	
35	Dunn, Brandon	Lee County Community Development	bdunn@leegov.com	(239) 533-8809	
36	Eck, Caitlyn	Lee County Health Department	Caitlyn.Eck@flhealth.gov	(239) 461-6128	
37	Eckert, Timothy	Parks & Recreation	teckert@leegov.com	(239) 432-2076	
38	Farmer, Rob - DAC Chair	Lee County Public Safety Director	rfarmer@leegov.com	(239) 533-3911	
39	Fenske, Jennifer	Lee County Public Safety	jfenske@leegov.com	(239) 533-3922	<i>JFenske</i>
40	Flanjack, Alise	Lee County Parks & Recreation	afanjack@leegov.com	(239) 533-7451	
41	Floyd, William	Lee County Emergency Mgmt	wfloyd@leegov.com	(239) 533-0611	
42	Fournier, Celeste	Lee County Emergency Mgmt	cfournier@leegov.com	(239) 533-0694	<i>C Fournier</i>
43	Fournier, Jason	Lee County Solid-Wester	JFournier@leegov.com	(239) 338-3302	
44	Frantz, Joe	Lee County DOT Operations	frantzj@leegov.com	(239) 533-9400	
45	Fraser, Andrea	Lee County Attorney	afraser@leegov.com	(239) 533-2236	
46	Gabrick, Eileen	Lee Clerk of Courts	egabrick@leeclerk.org	(239) 533-2124	
47	Gibbons, John	Southwest Florida Regional Planning Council	jjgibbons@SWFRPC.org	(239) 338-2550	
48	Gooderham, Kate - Vice Chair	Gooderham & Associates	kgooderham@comcast.net	(239) 489-2616	<i>Kate Gooderham</i>
49	Goyette, Paul	Lee County Lee Tran	pgoyette@leegov.com	(239) 533-0343	
50	Grant, Damon	Lee County Construction & Design	dgrant2@leegov.com	(239) 281-9086	
51	Grigsby, Melanie R	City of Ft. Myers	Mgrigsby@cityftmyers.com	(239) 321-7467	
52	Guirguis, Ehab	Lee County DOT Operations	eguiguis@leegov.com	(239) 533-9400	
53	Gulamali, Al	Lee County Port Authority	AlGulamali@flycpa.com	(239) 590-4720	
54	Hamilton, Rebecca	Examiner	rhamilton@leegov.com	(239) 277-5020	
55	Hanna, Rebecca	Public Safety / Office Manager	rhanna@leegov.com	(239) 533-3973	
56	Harner, David	Parks and Recreation / Director	dharner@leegov.com	(239) 533-7408	
57	Harris, David	Budget Services / Manager, Budget Services	dharris@leegov.com	(239) 533-2301	
58	Hartwell, Judy	City of Fort Myers Fire Dept.	jhartwell@cityftmyers.com	(239) 321-7321	
59	Hayden, Kenneth	Community Association Manager	Ken@Hayden-Associates.com	(239) 489-4890	
60	Hayhurst, Patrick	Lee County School Dist.	Patrick.J.H@leeschools.net	(239) 337-8598	
61	Henninger, Lance	Sanibel Emergency Management	emergency.management@mysanibel.com	(239) 472-3111	
62	Henningson, John - Boca Grand		jchningson@aol.com		

2

SIGN IN SHEET for 1/27/2017				
A	B	C	D	E
Attendees	Agency	Email Addresses	Office Phone #	Signature
63	Lee County Emergency Management	lherrell@leegov.com	(239) 533-0601	
64	Lee County Public Safety	dhiggins@leegov.com	(239) 533-3916	
65	Fort Myers Fire Department	thigginbotham@cityofmyers.com		
66	City of Bonita Springs	arleen.hunter@cityofbonitasprings.org		
67				
68	Lee County Budget Services	tjackson@leegov.com	(239) 533-2309	
69	Community Development	bjacoby@leegov.com	(239) 533-8948	<i>Billie Jacob</i>
70	American Red Cross	andy.jerant@redcross.org		
71	City of Sanibel	jimmy.jordan@mymisanibel.com	(239) 472-4136	
72	City of Ft. Myers	skazemi@cityofmyers.com	(239) 321-7215	
73	Lee County Utilities	pkeyes@leegov.com	(239) 533-8544	
74	Bonita Fire	kinsey@bonitafire.org		
75	Public Resources / Administrative Specialist	kkirton@leegov.com	(239) 533-2107	
76	Facilities Construction & Management Life Safety	bklein@leegov.com	(239) 707-5668	
77	Natural Resources / Operations Manager	lkreiger@leegov.com	(239) 533-8706	
78	Fort Myers Police Department	jkreuz@fmpolice.com	(239) 321-7759	
79	Lee County Admin	jlguardia@leegov.com	(239) 533-8705	<i>J. Guardia</i>
80	Solid Waste / Solid Waste Coordinator	tlamontagne@leegov.com	(239) 533-8960	<i>T. L. Montagne</i>
81	City of Sanibel	sandy.larsen@mymisanibel.com	(239) 472-6397	<i>S. Larsen</i>
82	LCEC	trish.lassiter@lcec.net	(239) 292-3143	
83	Lee County Port Authority	lbleblanc-hutchings@lcpa.com	(239) 590-4852	<i>L. Hutchings</i>
84		mliggins@bsu.us		
85	Lee County Health Department	James.Love@lhealth.gov	(239) 690-2103	
86	City of Fort Myers	dlovejoy@cityofmyers.com	(239) 321-7217	
87	Lee County Dept. of Transportation	Loveladm@leegov.com	(239) 478-8509	
88	Lee County Sheriff's Dept.	SLucia@sheriffleefl.org	(239) 477-1086	
89	Lee Clerk of Courts	tmallow@leeclerk.org	(239) 533-2184	
90	Lee County Parks & Recreation	Barbara@leegov.com	(239) 533-7412	
91	Public Safety / Administrative Specialist	cmarichal@leegov.com	(239) 533-3964	
92	Lee County Emergency Mgmt	Lmayfield@leegov.com	(239) 533-0620	<i>L. Mayfield</i>
93	Lee Building Industry Assoc.	Heather@bia.net	(239) 936-5525	
94	Lee County Human Services	rmercado@leegov.com	(239) 533-7930	

3

SIGN IN SHEET for 1/27/2017				
A	B	C	D	E
Attendees	Agency	Email Addresses	Office Phone #	Signature
95	Lee County Historic Preservation Board	jmdgeo@otc1.com	(239) 671-6267	
96	Lee County Parks & Recreation	mcintyee@leegov.com	(239) 590-0554	
97	Lee Clerk of Courts	rmiller@leeclerk.org		
98		scmoore@fqu.edu		
99	Murphy Planning	jerry@murphyplanning.com	(239) 322-8510	
100	Lee County Transit	stmyers@leegov.com	(239) 277-5012	
101	Lee County Emergency Mgmt	knadler@leegov.com	(239) 533-0610	<i>K. Nadler</i>
102		snelson@sheriffleefl.org		
103	Bayshore Fire & Rescue	Chief@bayshorefire.org	(239) 543-3443	
104	DCD Planning / Principal Planner	mnoble@leegov.com	(239) 533-8548	
105	Lee County DOT	jnorvell@leegov.com	(239) 533-9400	
106	Natural Resources / Division Director	rottolini@leegov.com	(239) 533-8127	
107	Hagerty Consulting	gisele.parry@hagertyconsulting.com		<i>G. Parry</i>
108	Visitors and Convention	tpigott@leegov.com	(239) 533-6715	
109	Manager	gporter@leegov.com	(239) 498-0157	
110		Bonnieglwa@comcast.net		
111	Lee County Emergency Management	dquimby@leegov.com	(239) 533-3640	<i>D. Quimby</i>
112	Cape Coral Emergency Management	ringle@capecoral.net	(239) 242-3635	
113	Lee County Emergency Management	mrogers@leegov.com	(239) 533-0605	
114	Lee County School District	AlbertoR@leeschools.net	(239) 337-8106	
115	Captiva Erosion District	mycepd8@gmail.com	(239) 472-2477	
116	Lee County Solid Waste	sampsolj@leegov.com	(239) 338-3302	
117	City of Bonita Springs	carl.schwing@cityofbonitasprings.org		
118	Lee County Website Coordinator Content	dscott@leegov.com	(239) 533-2306	
119	City of Cape Coral Fire Dept.	esaeley@capecoral.net	(239) 573-9022	
120	Lee County DOT	wsimmons@leegov.com	(239) 533-8803	
121	Private Citizen of Sanibel	boatclub411@gmail.com	(239) 707-9800	
122	Lee County Florida Health	Jennifer.Smith3@lhealth.gov	(850) 631-1271	
123	ARES/RACES	W9GP1@ARRL.net	(920) 251-6249	
124	Lee County DOT Operations	jsolich@leegov.com	(239) 533-9400	
125	Lee County Transit	rsouthall@leegov.com	(239) 533-0363	
126	Cape Coral Emergency Management	jspearo@capecoral.net	(239) 242-3611	

4

SIGN IN SHEET for 1/27/2017				
A	B	C	D	E
Attendees	Agency	Email Addresses	Office Phone #	Signature
127 Stead, Ken		ken@swfmia.com		
128 Stelmacki, Sonny	Lee County School Dist.	Sonnyas@leeschools.net		
129 Stewart, Bob <i>re:reed</i>	Lee County Building Services	Rstewart@leegov.com	(239) 533-8320	
130 Tapfumaneyi, Sandra	Lee County Emergency Mgmt	stapfumaneyi@leegov.com	(239) 533-0614	
131 Thompson, Richard	City of Fort Myers	rthompson@cityofmyers.com	(239) 321-7630	<i>[Signature]</i>
132 Tomlinson, Bill	City of Sanibel Police Dept.	Bill.tomlinson@ci.sanibel.fl.us	(239) 472-3111	
133 Trescott, Dan	SW FL Regional Planning Council	DTrescott@swfipc.org	(239) 338-2550 x220	
134 Vance, Audrey	City of Bonita Springs	audrey.vance@cityofbonitasprings.org		
135 Vanderbrook, Scott	Estero Fire Dept.	vanderbrook@esterofire.org	(239) 390-8000	<i>[Signature]</i>
136 Vidal, Denis	LCEC	denise.vidal@lcec.net		
137 Wade, Doug	Lee Memorial	dwade@leememorial.org		
138 Weis, Dan	Construction and Design	dweis@leegov.com	(239) 707-6719	
139 Walker, Tim	SWFL Regional Planning Council	twalker@swfipc.org	(239) 338-2550	<i>[Signature]</i>
140 Wheaton, Patti	Medical Examiners Office, Lee County	Pwheaton@leegov.com	(239) 277-5020	
141 Will, Megan <i>no longer here</i>	Town of Fort Myers Beach	Megan@FortMyersBeachFL.gov	(239) 765-0202	
142 Wilson, Hans	SW FL Marine Industries Association	hans@hanswilson.com	(239) 656-7083	

Skwar, Kara  
 O'Riley, Chelsea  
 Jackson, Meischa  
 Doug Busbee

FMB  
 FMB  
 CCEM  
 Lee County 207/211

KARA@fortmyersbeachfl.gov  
 Chelsea@fortmyersbeachfl.gov  
 mejackson@capecomb.net  
 dbusbee@leegov.com

239 770 4198  
 239 765 0202 ext. 1701  
 533-9400  
*[Signature]*

# Meeting Minutes

**DISASTER ADVISORY COUNCIL**  
**Joint Unified Local Mitigation Strategy Update Project**  
**LMS WORKING GROUP MEETING #3**  
**January 27, 2017**

Beals, Nathan - Lee County Utilities

Bjostad, James – Lee County Emergency Management

Bridges, Sandi – Lee County Emergency Management

Brown, Pam - Visitors Convention Bureau

Busbee, Doug – Lee County Department of Transportation

Campbell, Gerald – Florida Gulf Coast University

Carter, Cindy – Lee County Parks & Recreation

Dalton, William – Sanibel Police Department

Daltry, Wyatt – City of Cape Coral

Danner, Lisa – Hagerty Consulting

Davis, Jenny - Lee County Public Safety

Fenske, Jennifer – Lee County Public Safety

Fournier, Celeste - Lee County Emergency Management

Gooderham, Kate - Gooderham & Associates

Jackson, Meischa - Cape Coral Emergency Management

Jacoby, Billie – Lee County Community Development

LaGuardia, Joan – Lee County Admin

Larsen, Sandy – City of Sanibel

Le-Blanc-Hutchings, Lisa – Lee County Port Authority

Mayfield, Lee - Lee County Emergency Management

Nadler, Kristi - Lee County Emergency Management

O’Riley, Chelsea - Fort Myers Beach

Parry, Gisele – Hagerty Consulting

Quimby, Debbie - Lee County Emergency Management

Stewart, Kara - Fort Myers Beach

Thompson, Richard – City of Fort Myers

Vanderbrook, Scott – Estero Fire Department

Walker, Tim – SWFL Regional Planning Council

Zambito, Chris – Dewberry

### Agenda Items

- Welcome and Introductions
- Project Meeting
  - Core Hazards List
  - Risk Assessment Results
  - LMS Project/Strategies Discussion
  - Project Timeline
  - Next Steps
- Questions
- Final Comments/Adjourn

**Lee Mayfield, Emergency Planning Manager opened the meeting at 2:05 am on 1/27/17.**

### Minute Approvals

Motion to approve meeting minutes from 12/13/16 made by William Dalton, Seconded by Jennifer Fenske. All in favor.

#### Welcome and Introduction - Lee Mayfield

Thanks everyone for joining us and we are seeing the light at the end of the tunnel with this Local Mitigation Strategy finally. We have the rest of the month of February to review the draft that will be provided to us in the next week or so. We will send the draft out to the email list to everyone probably next week. We are going to talk about the risk assessment here today, talk about the core hazards and all the number crunching they did from our last meeting. Second part of the meeting we will be going through a list of Mitigation Projects. This is all the stuff we have been talking about which has led to you guys getting with your county or city leadership and talking about these projects that we want to have included in this plan. We will be going through the projects and don't worry we will have one more meeting in February where Bonita Springs, Cape Coral, Estero and the unincorporated Lee County projects will be flushed out and edited a little bit. We have packets printed out that have all the scoring sheets for these projects and we will go through them and let the presenters discuss the projects and then ask if anyone has any questions on the scoring sheet. Don't get too wrapped up on the exact scoring for these projects. As you know the current project list has over hundred projects on it, so all those scores are going to be very close together. The key is that when we have funding available after a disaster we come back to meet and then based on the amount of money we get we will talk about reorganizing the list and what projects we want to actually put into applications to get any funding. The good news item is that after the two hurricanes this past year, Hermine and Matthew there is currently funding out there, so those notices went out this past week for Hermine and one for Matthew is coming out in the next couple weeks hopefully. That doesn't mean we have necessarily a lot of mitigation money to play with, but if the impacted counties don't spend their money then we access to some of that. The first step is getting the projects on the list.

#### Lisa Danner - Hagerty Consulting

As Lee was saying we are going to spend a little time for the agenda looking at the draft risk assessment. The findings the rankings with regards to that and then the majority or bulk of the meeting will be on the LMS projects and strategies discussion. Then we will talk a little about the timeline and what the next steps we have to finish up. I'm very surprised with the turn out for a Friday afternoon, so thank you for being here. We appreciate your time today. I'm going to turn it over to Chris from the Dewberry group that led the effort with regards to the Hazard Identification Risk Assessment (HIRA) portion of this. If you have any questions please let us know.

Chris Zambito - Dewberry

Good afternoon everyone, we're almost done, almost to the weekend. Just want to walk you through a little bit here with what we came up with. This chart is what we discussed at the last meeting with the core hazards. This is looking at how different metrics were assessed and how they came out overall. It shows more or less the high impact versus the low impact hazards. From the State FEMA prospective there is no right or wrong way to do this, it's just however, you guys decide to do it. The methodology just needs to be documented. For this assessment your high hazards are flooding, hurricane wind, thunderstorm lightning wind and tornados. Probably a lot of that is because there were deaths associated with those types of hazards in the past. Your medium is storm surge, wildfire, aircraft to some extent, and epidemic disease. This is the way it came out and if for some reason you want to make any adjustments we can make changes. Are there any questions in general about the ranking process or anything unexpected or concerning about the data?

Lee Mayfield – Can you talk a little about the data where it came from and how you guys came about it?

Chris Zambito - A lot of literature and research for most of it was used. It used to be called the National Climatic Data Center (NCDC), but has a new name now. Its name now is National Centers for Environmental Information (NCEI) it's a National weather service type data that gets fed into that so your local data comes from national weather service and into that. Also, a lot of just going through the internet for airplane crashes and things like that. In the Hazard Identification Risk Assessment (HIRA) itself we document the data sources that were used. The biggest one is the local data that we have researched as well as the national data. Every hazard here has a profile for every hazard and a description of that hazard and where in the county that it impacts you and what is the magnitude of that hazard. We have documentation of all the previous occurrences and we will probably look at the probability of what is happening in the future and then the vulnerability and risk get broken down into what you saw on the screen previously. Looking at some metrics and how that particular hazard falls out relative to the others and then we start looking at how many buildings, how many people; those type of things. For every hazard you will have something like that, so this is the draft copy of the table of contents for this particular part. You have 115 pages right now of data for 15 or 20 hazards. We will talk at the end. There are a couple, that if you guys have additional data that you want to put in, and it could enhance some of the local data we will request that at the end. So for every hazard that you come across on the document we will have a map of where it is occurring. Certain hazards you will have it by the category of the hazard; like a hundred year versus a five hundred year for tornados. The flood is normally a bigger one that has more in depth information about it because it's so well documented and it's looking at your flood insurance policy information. You guys have a very good program for public information which is part of your CRS. This was done last year and was looking at your January statistics flood insurance so this is just about as update as you can get it. One of the things we wanted to do here was to look at the building footprint level the best we could get an idea of what the impact was and give maps that have hot spots shown. This is just another way to look at where your exposure is as far as this case it's a hundred year versus five hundred flood zones. This process is a fairly new thing and we have been showing FEMA it's a different way to go about looking at the data at a different level.

Kate Gooderham – On the last slide...Are those numbers the value of the entire structure or the value of the structure that would be insured? Okay, so these are substantially higher than what anybody would ever get. In some areas like you might get 10%. I just think this is important for us to realize that these numbers are much lower.

Chris Zambito – It is the total structure. Correct, yes, just thing about it from the FEMA prospective if you're getting \$250,000 in coverage and your structure is a million dollars.

This graphic is looking basically at tornados and the different scaling of the intensity. Lee asked us to give you an overview of graphics, maps and documents so you can look at the history. A lot of the data collected is based on the frequency or how the metrics played out.

Lee Mayfield – On the core hazard list one of the things we will go back and forth on is the storm surge versus hurricane wind. It all depends on what your perspective is with the probability of storm surge is low here. Overall it's probably true and we haven't had any significant storm surge events that go far inland. We are so focused on the worst case, so we talk about that a lot, but death and injury would be extremely high if we were to have a large surge event.

Chris Zambito - Historically, this has not happened and most of the data goes back to the 1950's.

Gerald Campbell – If you go back the least point you have an initial slide where it shows comparisons and shows hurricane winds are overall related a medium hazard where storm surge is rated low. Wind is rated higher than surge and that to anyone looking at it will see that wind will be the worry because it rates higher. Regardless of how the metrics work out I think there has to be a way to override or explain that.

Chris Zambito - If you think we should go back and tweak the numbers to come out different, we can do that. We just need to document and FEMA just needs to know that we have gone through the planning process.

Kristi Nadler - I don't see where environment factors are listed into this. (Mangroves, Eco services)

Chris Zambito – Environment per say is not weighed into this, and that is just because when you're looking at NCI data there is nothing on the environment perspective that is there. Nothing that is really captured when they are reporting losses, however it is a good metric that should be captured better, but it's not now.

Kate Gooderham – Can we look at the wildfire graphic—I think it shows a lot of fire. On one hand we have the tornado map that shows past tornado and wildfire that is based on what might burn under different circumstances. I would like to see a fire map of what we have burned because we should have pretty good data on that. We have a lot of fire departments and equipment out there to go and put out fires, but it's the ones on the very edges we have had trouble dealing with.

Chris Zambito – Think of it more of not fires that are going to happen, but relative to its surrounding environment these are the areas that are more susceptible to having more damage from a lot of fire if it was to occur. This is from the southern risk assessment portal from their wild land urban that shows vulnerability risks. For tornado we are showing past occurrences and for wild land urban we are showing what are more vulnerable.

Scott Vanderbrook – Since I'm on the fire side and my prospective could be totally wrong, but the red dots indicate where there could be massive loss because it's interfaced not actually where we've had fires. If you go outside the village of Estero where it's all white there are hardly any homes out there, so we could have a hundred of acres where there is no massive loss to that.

Chris Zambito – Do you have data that we could utilize from past events?

Scott Vanderbrook – We do. It's probably just more knowledge of knowing and being in the area for 20 years.

Pam Brown – I get this map is the value of the buildings and structure, but how does this help us? I would think a good portion of this Fort Myers before you go over the bridge to Sanibel I've lived here for almost 30 years and I don't recall a wildfire in that section. Yet this is where all the red and orange seem to be logging on top of my house. With all the housing developments and neighbors who complain about the foliage and making sure we have all the dead stuff taken care of that to me should mean mitigation in that area, so what's the bad news? As we assess and score these exercises according to wildfire what would we use to make sure we are making the right decision based on the information we have?

Chris Zambito – This is just showing you relative to each other where there is high potential of something that happened in that area. You may want to increase water pressure to these partial areas, or do a tree trimming cycle. Sometimes this is just what the vulnerability is whether or not you've seen any damage from it. It may or may not happen. Here's one of the tricky parts of mitigation if you're looking at it on a hazard by hazard basis you can sometimes do mitigation. Wildfire is a good example where from a wildfire protections they will say don't have the landscape foliage right next to the house, but if we put the tree over here it's more likely to get hit from the wind. Sometimes the hazards will compete against themselves as far as you



do mitigation. Now in some of these areas you may want to change the type of roofing material or something like that. Each hazard has its own ways you can mitigate relative to itself.

Scott Vanderbrook – Looking at the flooding map-from my prospective of the fire side you see a lot of flooding on I-75 potentially but not so much over the bay so I view this map as a low laying area that doesn't have proper drainage and funds should be spent to make sure that area is mitigated over future floods. Am I reading that right?

Chris Zambito – Yes, remember too this is looking at where there are flood plains, so it's not the main roads. Each hazard will have one to four different maps for the different items.

Pam Brown – Coming from a tourism perspective on this. As Gerald said in Hendry County if there in the corner where there are lots of trees and brush that's going to catch fire burning out of control, and the fire guys are out there putting fires out. Meanwhile what if an incident would occur for our tourist, visitors, snowbirds where they would be needed?

Scott Vanderbrook – I know what you're trying to say-if there is a large incident is there enough to cover? Yes, there is. We have that taken care of state wide where we would pull resources from all over the state.

Chris Zambito – Unfortunately, you are vulnerable to a lot of hazards, so you are never going to be able to protect yourself from everything. The last thing I want to cover here is flooding. Is there anything beyond what they are going to say on the map as a vulnerability if there is a certain pocket that you have to respond to that maybe your storm water is insufficient or something like that in the map; please provide it to us. We also, talked about the CRS about repetitive loss for the municipalities. We got data from the unincorporated, but not from the municipality. We have a couple manmade here, so from the state and FEMA perspective of valuating the mitigation plan this is all bogus to them, they are not going to do this. We have somewhat limited data for cyber, airport crashes, so if you guys have any local data or from the cyber perspective that you have done on your own, any training programs that would be beneficial to include in here. These are just a couple items that we think could be improved a little bit more if we have more data.

Lee Mayfield – The response plan do you incorporate with the plans in the document or do you reference them?

Chris Zambito – We do if you want us to, if there is something that should be secure we don't, but if you'd like we can do that. Just helps to get information on some of these things, sometimes it's just national data we have. If you have information that you want to include, please provide it. So from the higher perspective we are done, but there is a draft that will be floating around. Evaluate the draft and if you have any concerns, please mark it up. Lee will document into one for us to look at, and we will be done at that point.

Lee Mayfield – We will send out the whole document next week and if you have any comments on your hazards, please do so.

Lisa Danner - Hagerty Consulting

For the plan review as Lee was saying sometime next week you will be getting a copy of the updated LMS document. The HIRA is part of that updated plan, so we are thinking we will get it out next week to give you a couple of weeks to take a look at it, provide feedback to us on the document and then end of February we are looking at doing a final meeting before the plan is submitted to the state for approval. We might want to look at some dates towards the end of the month with regards to doing a final meeting. Basically, that final meeting will be answering any questions and reviewing your comments that the group needs to reach a consensus on with regards to the plan we will do that. Pretty much just a final meeting before the plan has to be submitted to the state.

Lee Mayfield – I'll send out a doodle poll to you guys to see which date gets the most votes for the next meeting.

LMS Projects/Strategies Discussion – Lee Mayfield

In looking at the old LMS list we sat down and went through the list and found about 80% of the projects were completed and done. There are 170 projects on the project list between 6 municipalities and unincorporated Lee County. I have transposed the current list so these are some projects that we have on here, made some notes and we will leave these on, but just mark them as completed. We will just go through the list and add new projects.

The city or individuals who present these projects have already gone and done the hard work for us, and has given us their best estimates and judgments and scored these projects on the work they have done with their folks at the city. There is one that we will discuss here for each project which is the Level of Public Demand on the second page at the bottom. Don't get too wrapped up around the axles on the ultimate scoring at the end I think it's something we can discuss moving forward and how we want to officially rank these projects if there is money that coming down. A lot of these projects may not be eligible for hazard mitigation grant program funding, but it still is good to have on the list, so you can justify to your leadership or elected officials that it was part of the formal planning process and was discussed throughout the county. This plan can be used as a little bit of leverage. We will go through the projects and give everyone a few minutes to flip through each project and see if there are any questions or comments.

**Fort Myers Beach - Presenters: Kara Steward & Chelsea O'Riley** - Basically we are looking at replacing our water lines and trying to kill two birds with one stone instead of tearing the road up twice and doing storm water at the same time. The town owns side streets county owns Estero and we are going through and doing the side streets to accommodate the salt water drainage. All 5 of these projects, basically cover and pertain to the same thing.

Kate Gooderham – Can we have a one sentence description listed? We could look at these as a whole together.

Lee Mayfield – Good point. I think these scores were all relatively close, so there's not a big difference in them. I would assume the level of demand would be similar for all of them.

Kate Gooderham - Discussed throwing out a Score of 3 on all projects. MOTION, to add project to the LMS list with a score of 3 for Public Demand, Seconded by William Dalton.

Joan LaGuardia – With more conversations on these projects and drainage related items I see that we need to score Fort Myers Beach projects higher. Joan LaGuardia MOTIONS to change the project to a score of 4, for Public Demand and add it to the LMS list, Seconded by William Dalton.

New Project	Level of Public Demand, County Wide (Select this score with the LMS Group)  Score
Mid-Island Neighborhood Drainage Improvement Segment 1 - \$6,600,000	<b>Score 4 = Very High interest and public support</b> Joan LaGuardia MOTIONS to add project to the LMS list with a score of 4 for Public Demand, Seconded by William Dalton.  All in favor.
Mid-Island Neighborhood Drainage Improvement Segment 2 - \$7,900,000	<b>Score 4 = Very High interest and public support</b> Joan LaGuardia MOTIONS to add project to the LMS list with a score of 4 for Public Demand, Seconded by William Dalton.  All in favor.
Mid-Island Neighborhood Drainage Improvement Segment 3 - \$7,400,000	<b>Score 4 = Very High interest and public support</b> Joan LaGuardia MOTIONS to add project to the LMS list with a score of 4 for Public Demand, Seconded by William Dalton.  All in favor.

South End Neighborhoods Drainage Improvement - \$3,400,000	<p><b>Score 4 = Very High interest and public support</b></p> <p>Joan LaGuardia MOTIONS to add project to the LMS list with a score of 4 for Public Demand, Seconded by William Dalton.</p> <p>All in favor.</p>
North Estero Drainage Improvement Phase IIB - \$2,600,000	<p><b>Score 4 = Very High interest and public support</b></p> <p>Joan LaGuardia MOTIONS to add project to the LMS list with a score of 4 for Public Demand, Seconded by William Dalton.</p> <p>All in favor.</p>

**Sanibel - Presenters: William Dalton & Sandy Larsen** – 1) Beach Renourishment – This covers three specific areas. We are covering hot spots areas, one is Lighthouse Beach we have a road that goes to the parking lot and has washed out probably 4 to 6 times in the last 8 months. If you look at an aerial from 50 yrs ago there used to be a road that goes up to it and literally half of that property is no longer there anymore. There is a bay area on the island area too.

Kate Gooderham – Captiva is one of your hot spots and that is hurricane evacuation. 2) Sanibel Slough System - Sanibel has one major drainage system and we have been working on replacing the Stormwater management plan, which covers 75% of the population on the island. 3) Living Shoreline – We have several areas on the island that we are having erosion projects for shoreline and natural methods to combat. They have tried to plant mangroves and they just washed right away; so it's a combo of trying to harden the natural structure and the shoreland. 4) Tahiti/Jamaica Area Drainage Improvements – One of the recovery worst interior rain flooding. This one is head waters of our Sanibel Slough System, so probably was the slowest to drain out but the sub-division is from the 1920's.

<b>New Project</b>	<b>Level of Public Demand, County Wide (Select this score with the LMS Group) Score</b>
Beach Renourishment - \$14,000,000	<p><b>Score 3 = High interest and public support</b></p> <p>Lee Mayfield MOTIONS to add project to the LMS list with a score of 3 for Public Demand, Seconded by William Dalton.</p> <p>All in favor.</p>
Dredging and restoration of the Sanibel Slough System - \$500,000	<p><b>Score 4 = Very High interest and public support</b></p> <p>Joan LaGuardia MOTIONS to add project to the LMS list with a score of 4 for Public Demand, Seconded by William Dalton.</p> <p>All in favor.</p>
Living Shoreline Projects - \$388,000	<p><b>Score 2 = Moderate interest and public support</b></p> <p>Kate Gooderham MOTIONS to add project to the LMS list with a score of 2 for Public Demand, Seconded by Richard Thompson.</p> <p>All in favor.</p>
Tahiti/Jamaica Area Drainage Improvements - \$560,000	<p><b>Score 1 = Low interest and public support</b></p> <p>Lee Mayfield MOTIONS to add project to the LMS list with a score of 1 for Public Demand, Seconded by Chelsea O'Riley.</p>

	All in favor.
--	---------------

**Fort Myers - Presenter: Richard Thompson** – Lee will be going back to work with them on the cost benefit analysis since that part is not filled in right now. Wanted to at least socialize these projects and make sure everyone hears about them and will talk about public demand and vote. We will come back and put them on the list when we have a full score.

<b>New Project</b>	<b>Level of Public Demand, County Wide (Select this score with the LMS Group) Score</b>
Billy Creek Restoration - \$800,000	<b>Score 3 = High interest and public support</b> William Dalton MOTIONS to add project to the LMS list with a score of 3 for Public Demand, Seconded by Chelsea O'Riley. All in favor.
Caloosahatchee Shoreline Protection - \$1,000,000	<b>Score 3 = High interest and public support</b> William Dalton MOTIONS to add project to the LMS list with a score of 3 for Public Demand, Seconded by Wyatt Daltry. All in favor.
Citywide Canal Armoring - \$900,000	<b>Score 4 = Very High interest and public support</b> Joan LaGuardia MOTIONS to add project to the LMS list with a score of 4 for Public Demand, Seconded by Chelsea O'Riley. All in favor.
Citywide Lake Rehabilitation - \$850,000	<b>Score 2 = Moderate interest and public support</b> Kara Stewart MOTIONS to add project to the LMS list with a score of 2 for Public Demand, Seconded by Jennifer Fenske. All in favor.
Edgewood Neighborhood SWM System Flood Protection - \$1,600,000	<b>Score 4 = Very High interest and public support</b> William Dalton MOTIONS to add project to the LMS list with a score of 4 for Public Demand, Seconded by Tim Walker. All in favor.
Ridgewood Park Neighborhood SWM System Flood Protection - \$1,250,000	<b>Score 4 = Very High interest and public support</b> William Dalton MOTIONS to add project to the LMS list with a score of 4 for Public Demand, Seconded by Tim Walker. All in favor.

**Adjourn**

Motion to adjourn made by William Dalton, Seconded by Jennifer Fenske. Meeting adjourned at 3:47 pm

March 8, 2017

Public Notice

**The News-Press**  
**media group**  
news-press.com A GANNETT COMPANY

Please contact us with changes or cancellations as soon as possible, otherwise no further action needed.

TOLL-FREE	Local #	Email
888-516-9220	239-335-0258	FNPLegals@gannett.com

---

**Customer:** LCBC-COUNTY ADMINISTRATION

**Ad No.:** 0001944436

**Address:** 2115 2ND ST  
FORT MYERS FL 33901  
USA

**Net Amt:** \$230.78

**Run Times:** 1

**No. of Affidavits:** 1

**Run Dates:** 03/01/17, 03/06/17, 03/13/17

**Text of Ad:**

**PUBLIC NOTICE  
County's Local Mitigation  
Strategy Update**

**PLEASE BE ADVISED** that Lee County Emergency Management will hold a public meeting where concerns and comments will be heard in order to update the County's Local Mitigation Strategy. The meeting will be held on Wednesday, March 8th, 2017 from 2:00pm – 4:30pm at the Lee County Emergency Operations Center – 2675 Ortiz Ave Fort Myers, FL 33905.

The Local Mitigation Strategy (LMS) establishes a plan to make the County safer from a variety of hazards and to reduce long term deaths and property damage. Federal rules require that local governments maintain a Local Mitigation Strategy to receive several types of disaster related assistance grants. Public comment is a federal requirement for plan approval.

Lee County Emergency Management encourages the public to view the current version of the plan at the website: <https://www.leegov.com/publicsafety/emergencymanagement/plan/mitigation>. Comments on the plan can be directed to: Lee Mayfield, Lee County Public Safety/Emergency Management, 239-533-0622, [lmayfield@leegov.com](mailto:lmayfield@leegov.com).

Public input in the development of the Local Mitigation Strategy will ensure that the money is spent on mitigation projects that benefit the community most. Lee County Emergency Management needs help in identifying places that are at risk to hazards and projects that could be carried out to mitigate the hazards. Hazard mitigation actions include: prevention, property protection, public education, natural resource protection, emergency services protection and structural projects. Lee County Emergency Management is looking for mitigation project ideas.

In accordance with the Americans with Disabilities Act, Lee County will not discriminate against qualified individuals with disabilities in its services, programs, or activities. To request an auxiliary aid or service for effective communication or a reasonable modification to participate, contact Joan LaGuardia, (239) 533-2314, Florida Relay Service 711, or [jlaguardia@leegov.com](mailto:jlaguardia@leegov.com). Accommodation will be provided at no cost to the requestor. Requests should be made 48 hours in advance.

PO: Westen #L030117-46

AD# 1944376

3/1/2017

# Sign-In Sheet

SIGN IN SHEET for 3/9/2017					
A	B	C	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature	
3	Abes, Ben	Lee County Public Safety	benjamin.abes@leegov.com	(239) 533-3961	
4	Ahmadi, Kevin		kevina@gulfcoastvillage.org		
5	Barden, Jack	Equal Opportunity Analyst	jbarden@leegov.com	(239) 533-2201	
6	Beals, Nathan	Lee County Utilities	nbeals@leegov.com	(239) 533-8157	
7	Benacquisto, Senator Lizbeth		benacquisto.lizbeth.wob@fsenate.gov		
8	Bjostad, James	Lee County Emergency Mgmt	jbjostad@leegov.com	(239) 533-0617	
9	Bowen, Trenton Chief	City of Fort Myers Fire Dept.	Tbowen@cityofmyers.com	(239) 321-7311	
10	Brady, Christine	Lee County Human Resources Director	cbrady@leegov.com	(239) 533-2348	
11	Bridges, Sandi	Lee County Emergency Mgmt	sbridges@leegov.com	(239) 533-0615	
12	Brown, Pam	Visitors Bureau / Conference & Event Manager	pbrown@leegov.com	(239) 338-3500	
13	Busbee, Doug	Lee County Dept. of Transportation	dbusbee@leegov.com	(239) 533-9400	
14	Cain, John	American Red Cross	disaster@arclee.org	(239) 278-3401	
15	Campbell, Chris	City of Bonita Springs	Christopher.Campbell@cityofbonitasprings.org		
16	Campbell, Gerald	Emergency Manager - FGCU	gcampbell@fgcu.edu	(239) 590-1948	
17	Carter, Cindy	Lee County Parks & Recreation	ccarter@gmail.com	(239) 229-0493	
18	Carter, Linda	No Person Left Behind	mslindacarter@gmail.com	(239) 368-6846	
19	Cassidy, Frank	City of Bonita Springs	frank.cassidy@cityofbonitasprings.org	(239) 949-6267	
20	Cloutier, Peter	Internal Services / Mgr. Internal Serv. - Fiscal	pcloutier@leegov.com	(239) 533-8512	
21	Cochran, Don Chief	City of Cape Coral Fire Department	dcochran@capecoral.net		
22	Coleman, Kyle	Village of Estero	coleman@estero-fl.gov	(239) 221-6036	
23	Crawford, David		dcrawford@swfrc.org		
24	Crisafulli, Susan	LCEC	susan.crisafulli@lcec.net	(239) 656-2399	
25	Dalton, Lt. William	Sanibel Police Department	bill.dalton@mysanibel.com	(239) 472-3111	
26	Dalry, Wyatt	City of Cape Coral	wdalry@capecoral.net	(239) 573-3180	
27	Danner, Lisa	Hagerly Consulting	lisa.danner@hagerlyconsulting.com	(423) 727-8058	
28	Davis, Jenny	Public Safety / Administrative Specialist	jdavis@leegov.com	(239) 533-3948	
29	Deerey, Aaron	Lee County Port Authority	amdeerey@flycpa.com	(239) 590-4696	
30	Deirose, L	City of Fort Myers	ldeirose@cityofmyers.com		
31	Dobson, Kenny	School District of Lee County	KennethDD@leeschools.net	(239) 0839-9083	
32	Doggett, Linda	Lee Clerk of Courts	ldoggett@leeclerk.org	(239) 533-2554	
33	Donley, Liz	Charlotte Harbor National Estuary Program	ldonley@chnep.org		

SIGN IN SHEET for 3/8/2017					
A	B	C	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature	
34	Drake, Dylan	Lee County Human Resources	d Drake@leegov.com	(239) 533-2005	
35	Duncan, Gary E.	Lee County Port Authority	GEDuncan@flycpa.com	(239) 590-4721	
36	Dunn, Brandon	Lee County Community Development	bdunn@leegov.com	(239) 533-8809	
37	Eck, Caitlyn	Lee County Health Department	Caitlyn.Eck@fhealth.gov	(239) 461-6128	
38	Eckert, Timothy	Parks & Recreation	teckert@leegov.com	(239) 432-2076	
39	Farmer, Rob - DAC Chair	Lee County Public Safety Director	rfarmer@leegov.com	(239) 533-3911	
40	Fenske, Jennifer	Lee County Public Safety	jfenske@leegov.com	(239) 533-3922	
41	Flanjack, Alise	Lee County Parks & Recreation	afanjack@leegov.com	(239) 533-7451	
42	Floyd, William	Lee County Emergency Mgmt	wfloyd@leegov.com	(239) 533-0511	
43	Fournier, Celeste	Lee County Emergency Mgmt	cfournier@leegov.com	(239) 533-0694	
44	Frantz, Joe	Lee County DOT Operations	jfrantz@leegov.com	(239) 533-9400	
45	Fraser, Andrea	Lee County Attorney	afraser@leegov.com	(239) 533-2236	
46	Gabrick, Eileen	Lee Clerk of Courts	egabrick@leeclerk.org	(239) 533-2124	
47	Gibbons, John	Southwest Florida Regional Planning Council	jjgibbons@SWFRPC.org	(239) 338-2550	
48	Goodeham, Kate - Vice Chair	Goodeham & Associates	kgoodeham@comcast.net	(239) 489-2616	
49	Goyette, Paul	Lee County Lee Tran	pgoyette@leegov.com	(239) 533-0343	
50	Grant, Damon	Lee County Construction & Design	dgrant2@leegov.com	(239) 281-9086	
51	Grigsby, Melanie R	City of Ft. Myers	MGrigsby@cityftmyers.com	(239) 321-7467	
52	Guirgis, Ehab	Lee County DOT Operations	eguiguis@leegov.com	(239) 533-9400	
53	Gulamali, AJ	Lee County Port Authority	AjGulamali@flycpa.com	(239) 590-4720	
54	Hamilton, Rebecca	Examiner	rhamilton@leegov.com	(239) 277-5020	
55	Hanna, Rebecca	Public Safety / Office Manager	rhanna@leegov.com	(239) 533-3973	
56	Harner, David	Parks and Recreation / Director	dharner@leegov.com	(239) 533-7406	
57	Harris, David	Budget Services / Manager, Budget Services	dharris@leegov.com	(239) 533-2301	
58	Hartwell, Judy	City of Fort Myers Fire Dept.	jhartwell@cityftmyers.com	(239) 321-7321	
59	Hayden, Kenneth	Community Association Manager	Ken@Hayden-Associates.com	(239) 489-4890	
60	Hayhurst, Patrick	Lee County School Dist.	Patrick.H@leeschools.net	(239) 337-8566	
61	Henninger, Lance	Sanibel Emergency Management	emergency.management@mysanibel.com	(239) 472-3111	
62	Henningson, John - Boca Grand		jhningson@aol.com		
63	Herrell, Lindsay	Lee County Emergency Management	lherrell@leegov.com	(239) 533-0601	
	GRUMMY, DAVE	LCPS	dgrummy@leegov.com		

SIGN IN SHEET for 3/8/2017					
A	B	C	D	E	
Attendees	Agency	Email Addresses	Office Phone #	Signature	
64	Higgins, Douglas	Lee County Public Safety	dhiggins@leegov.com	(239) 533-3916	
65	Higinbotham, Tom	Fort Myers Fire Department	thiginbotham@cityftmyers.com		
66	Hunter, Arleen	City of Bonita Springs	arleen.hunter@cityofbonitasprings.org		
67	Ink, James				
68	Jackson, Meischa	Cape Coral Emergency Management	mkiackson@capecoral.net		
69	Jackson, Tricia	Lee County Budget Services	tjackson@leegov.com	(239) 533-2309	
70	Jacoby, Billie	Community Development	bjacoby@leegov.com	(239) 533-8948	
71	Jerant, Andy	American Red Cross	andy.jerant@redcross.org		
72	Jordan, James	City of Sanibel	jimmy.jordan@mysanibel.com	(239) 472-4136	
73	Kazemi, Saeed	City of Ft. Myers	skazemi@cityftmyers.com	(239) 321-7215	
74	Keyes, Pam	Lee County Utilities	pkeyes@leegov.com	(239) 533-8544	
75	Kinsey, Philip	Bonita Fire	Kinsey@bonitafire.org		
76	Kirton, Kim	Public Resources / Administrative Specialist	kkirton@leegov.com	(239) 533-2107	
77	Klein, Bonnie	Facilities Construction & Management Life Safety	bklein@leegov.com	(239) 707-5668	
78	Kreiger, Lisa	Natural Resources / Operations Manager	lkreiger@leegov.com	(239) 533-8706	
79	Kreuz, Jeanette	Fort Myers Police Department	jkreuz@fmpolice.com	(239) 321-7759	
80	LaGuardia, Joan	Lee County Admin	jlaguardia@leegov.com	(239) 533-8705	
81	LaMontagne, Timothy	Solid Waste / Solid Waste Coordinator	tlamontagne@leegov.com	(239) 533-8990	
82	Larsen, Sandy	City of Sanibel	sandy.larsen@mysanibel.com	(239) 472-6397	
83	Lassiter, Trish	LCEC	Trish.Lassiter@lcec.net	(239) 292-3143	
84	Le-Blanc-Hutchings, Lisa	Lee County Port Authority	lileblanc-hutchings@flycpa.com	(239) 590-4852	
85	Liggins, Mike		MLiggins@bsu.us		
86	Love, Jim	Lee County Health Department	James.Love@fhealth.gov	(239) 690-2103	
87	Lovejoy, Donna	City of Fort Myers	dlovejoy@cityftmyers.com	(239) 321-7217	
88	Loveland, David	Lee County Dept. of Transportation	Loveldm@leegov.com	(239) 478-8509	
89	Lucia, Scott Captain	Lee County Sheriff's Dept.	SLucia@sheriffleef.org	(239) 477-1086	
90	Mallow, Terry	Lee Clerk of Courts	tmallow@leeclerk.org	(239) 533-2184	
91	Manzo, Barbara	Lee County Parks & Recreation	Barbara@leegov.com	(239) 533-7412	
92	Marichal, Terry	Public Safety / Administrative Specialist	cmarichal@leegov.com	(239) 533-3964	
93	Mayfield, Lee	Lee County Emergency Mgmt	Lmayfield@leegov.com	(239) 533-0620	
94	Mazurkiewicz, Heather	Lee Building Industry Assoc.	Heather@bia.net	(239) 936-5525	
95	Mercado, Roger	Lee County Human Services	rmercado@leegov.com	(239) 533-7930	



A		B		SIGN IN SHEET for 3/8/2017		D		E	
2	Attendees	Agency	Email Addresses	Office Phone #	Signature				
96	McGee, Jim	Lee County Historic Preservation Board	jmdgee@otc1.com	(239) 671-6267					
97	McIntyre, Ed	Lee County Parks & Recreation	McIntyre@leegov.com	(239) 590-0554					
98	Miller, Rita	Lee Clerk of Courts	rmiller@leeclerk.org						
99	Moore, Steven Chief		scoore@focu.edu						
100	Murphy, Gerald	Murphy Planning	jerry@murphyplanning.com	(239) 322-8510					
101	Myers, Steve	Lee County Transit	Smyers@leegov.com	(239) 277-5012					
102	Nadler, Kristi	Lee County Emergency Mgmt	knadler@leegov.com	(239) 533-0610					
103	Nelson, Stanley		snelson@sheriffleef.org						
104	Nesbit, Chief Larry	Bayshore Fire & Rescue	Chief@bayshorefire.org	(239) 543-3443					
105	Noble, Matthew	DCD Planning / Principal Planner	mnoble@leegov.com	(239) 533-8548					
106	Norvell, Jeremy	Lee County DOT	jnorvell@leegov.com	(239) 533-9400					
107	O'Riley, Chelsea	Fort Myers Beach	chelsea@fortmyersbeachfl.gov	(239) 765-0202 Ext: 1701					Chelsea O'Riley
108	Ottolini, Roland	Natural Resources / Division Director	rottolini@leegov.com	(239) 533-8127					
109	Parry, Gisele	Hagerty Consulting	gisele.parry@hagertyconsulting.com						
110	Pigott, Tamara	Visitors and Convention	tpigott@leegov.com	(239) 533-6715					
111	Porter, Gary	Manager	gporter@leegov.com	(239) 498-0157					
112	Pringle, Bonnie		Bonnie@wa@comcast.net						
113	Quimby, Debbie	Lee County Emergency Management	dquimby@leegov.com	(239) 533-3640					
114	Ringle, Rachel	Cape Coral Emergency Management	ringle@capecoral.net	(239) 242-3635					
115	Rodgers, Michelle	Lee County Emergency Management	mrodgers@leegov.com	(239) 533-0605					Michelle Rodgers
116	Rodriguez, Alberto Dr	Lee County School District	AlbertoR@leeschools.net	(239) 337-8106					
117	Rooker, Kathleen	Captiva Erosion District	mycepd8@gmail.com	(239) 472-2477					
118	Sampson, Lindsey	Lee County Solid Waste	sampsoli@leegov.com	(239) 338-3302					
119	Schwing, Carl	City of Bonita Springs	carl.schwing@cityofbonitasprings.org						
120	Scott, Denise	Lee County Website Coordinator Content	dscott@leegov.com	(239) 533-2306					
121	Simmons, Clay	Lee County DOT	wsimmons@leegov.com	(239) 533-8803					
122	Smith, Holly	Private Citizen of Sanibel	boatclub411@gmail.com	(239) 707-8800					
123	Smith, Jennifer	Lee County Florida Health	Jennifer.Smith3@flhealth.gov	(850) 631-1271					
124	Smith, Stephen	ARES/RACES	W9GPI@ARRL.net	(920) 251-4249					
125	Solich, John	Lee County DOT Operations	jsolich@leegov.com	(239) 533-9400					
126	Southall, Robert	Lee County Transit	rsouthall@leegov.com	(239) 533-0363					
127	Spearo, Jesse	Cape Coral Emergency Management	jspearo@capecoral.net	(239) 242-3611					
	Mark Murawski	Village of Estero	murawskish@esterofl.gov	239-319-2811					

A		B		SIGN IN SHEET for 3/8/2017		D		E	
2	Attendees	Agency	Email Addresses	Office Phone #	Signature				
128	Stead, Ken		ken@swflmia.com						
129	Stelmacki, Sonny	Lee County School Dist.	Sonnyas@leeschools.net						
130	Stewart, Kara	Fort Myers Beach	kara@fortmyersbeachfl.gov	(239) 770-4198					
131	Tapfumaneyi, Sandra	Lee County Emergency Mgmt	stapfumaneyi@leegov.com	(239) 533-0614					
132	Thompson, Richard	City of Fort Myers	rthompson@cityofmyers.com	(239) 321-7630					
133	Tomlinson, Bill	City of Sanibel Police Dept.	Bill.tomlinson@ci.sanibel.fl.us	(239) 472-3111					
134	Trescott, Dan	SW FL Regional Planning Council	DTrescott@swfrc.org	(239) 338-2550 x220					
135	Vance, Audrey	City of Bonita Springs	audrey.vance@cityofbonitasprings.org						
136	Vanderbrook, Scott	Estero Fire Dept.	vanderbrook@esterofire.org	(239) 390-8000					
137	Vidal, Denis	LCEC	denise.vidal@lcec.net						
138	Wade, Doug	Lee Memorial	dwade@leememorial.org						
139	Weis, Dan	Construction and Design	dweis@leegov.com	(239) 707-6719					
140	Walker, Tim	SWFL Regional Planning Council	twalker@swfrc.org	(239) 338-2550					
141	Wheaton, Patti	Medical Examiners Office, Lee County	Pwheaton@leegov.com	(239) 277-5020					
142	Wilson, Hans	SW FL Marine Industries Association	hans@hanswilson.com	(239) 656-7083					

# Meeting Minutes

**DISASTER ADVISORY COUNCIL  
Joint Unified Local Mitigation Strategy Update Project  
LMS WORKING GROUP MEETING #4  
March 8, 2017**

Beals, Nathan - Lee County Utilities  
Bjostad, James – Lee County Emergency Management  
Bridges, Sandi – Lee County Emergency Management  
Brown, Pam - Visitors Convention Bureau  
Busbee, Doug – Lee County Department of Transportation  
Campbell, Gerald – Florida Gulf Coast University  
Carter, Cindy – Lee County Parks & Recreation  
Carter, Linda – No Person Left Behind  
Cassidy, Frank – City of Bonita Springs  
Daltry, Wyatt – City of Cape Coral  
Danner, Lisa – Hagerty Consulting  
Davis, Jenny - Lee County Public Safety  
Eck, Caitlyn – Lee County Health Department  
Fournier, Celeste - Lee County Emergency Management  
Gooderham, Kate - Gooderham & Associates  
Grumney, Dave – Lee County Public Safety  
Guirguis, Ehab – Lee County DOT  
Hartwell, Judy – City of Fort Myers Fire Department  
Henninger, Lance – Sanibel Emergency Management  
Jacoby, Billie – Lee County Community Development  
LaGuardia, Joan – Lee County Admin  
Larsen, Sandy – City of Sanibel  
Lassiter, Trish - LCEC  
Le-Blanc-Hutchings, Lisa – Lee County Port Authority  
Mayfield, Lee - Lee County Emergency Management  
Muraczewski, Mark – Village of Estero  
O’Riley, Chelsea - Fort Myers Beach  
Rodgers, Michelle – Lee County Emergency Management  
Smith, Jennifer - Lee County Florida Health  
Spearo, Jesse – Cape Coral Emergency Management  
Stewart, Kara - Fort Myers Beach  
Tapfumaneyi, Sandra – Lee County Emergency Management

Thompson, Richard – City of Fort Myers  
Vanderbrook, Scott – Estero Fire Department

### **Agenda Items**

- Welcome and Introductions
- Project Meeting
  - Updated LMS Comments/Feedback Discussion
  - Risk Assessment Results
  - LMS Project/Strategies Discussion
  - Next Steps
- Questions
- Final Comments/Adjourn

**Lee Mayfield, Emergency Planning Manager opened the meeting at 2:03 pm on 3/8/17.**

### **Minute Approvals**

Motion to approve meeting minutes from 1/27/17 made by Rob Farmer, Seconded by Linda Carter. All in favor.

#### Welcome and Introduction - Lee Mayfield

Welcome everyone and thanks for joining us. This is officially what's called the home stretch of this big local mitigation planning effort. I still have a few of you that I'm trying to track down, so expect some phone calls in the next week or so. The benefit of this is that we did start early, so we have a little bit of wiggle room which will help. I know Celeste is dealing with the Comprehensive Emergency Management Plan (CEMP) as well, so we can wrap up all the loose ends. We are getting there and we are about 85% done. We have a good draft that Lisa with Hagerty will talk about here shortly. I know I promised one more meeting for the last three meetings I believe, but we probably will have to get the group together one more time to very briefly add some new strategies and new projects from Mr. Spearo with Cape Coral. We have a few little things we want to tighten up in Estero with some county projects from DOT and Natural Resources. We are close, very close and I appreciate everyone's hard work getting me those scoring sheets. One of the things we want to do in the next year or so is to reevaluate the process and look at what we are doing as far as putting these projects on the list goes. We still have deadlines to hit, so we will definitely meet those and will talk about timeframe at the end. I'm going to turn it over to Lisa and she will get into the agenda today. We don't have a ton of projects since the meeting last time we went through those projects one by one and we learned our lesson, so we will bundle some of those similar or same flood projects together from Bonita today. Sandi will give us a quick brief on our shelter program and talk about 3 shelters that we want to put on the list; which is really a county wide effort since all of our residents are welcome to our shelters. This is a very common project you see on these mitigation list is the shelter component. We will add those projects and I think we have one piece of old business from Fort Myers their cost benefit bullet that needs to go in and then we will call it a day.

#### Lisa Danner - Hagerty Consulting

First I would like to say kudos to Lee County because typically we always have a big group like this when you start the process with a client, but usually by what you thought was the last meeting the numbers have really dropped down. Here your numbers have actually increased at this forth meeting to what we had at the first meeting. This says a lot about the program and the interest and what you have vested in this Mitigation Plan. I know Lee and Lee County very much appreciates that, so for today as Lee said we are going to look at and review the draft document that was sent out. We will talk about some of the generality with regards to the feedback and comments, the projects and strategies, the next steps and then the timeline with the submittal of the plan. With regards to the updated plan we took the plan and reformatted it and gave it a new layout to be in concert with a lot of mitigation plans just to make the flow good and easy greeting and also cut down on the size of the document as a whole.

In working through this new update LMS documents we are still working on validating and consensus of comments in the plan itself. We at Hagerty are working with Lee and his team and are looking and getting more information in regards to the comments we have received. If there are comments we need to get validated or a consensus on we are working through them with Lee and his team to get them taken care of.

There were some changes to the Hazard Identification Risk Assessment (HIRA) with regards to the consistency of the terminology for the hazards. We wanted to make it consistent with the Comprehensive Emergency Management Plan (CEMP), and the Emergency Management Accreditation Program (EMAP) compliance for the county. In the nation there is program (EMAP) that jurisdictions can see accreditation where they have a list of 64 standards that the jurisdictions have to comply with or meet as long as some of those standards have to do with the hazard mitigation plan or your mitigation strategy document. We are working through making sure the plan hits all those marks, so when the county does seek the accreditation that it will hit those marks as it relates to mitigation plan.

As Lee said, we are still working through current strategies that are identified in the document as well as adding new strategies into the document. One of the things you have to do with your mitigation plan your current plan is to look at the complete list of strategies that are in the plan and you have to lay out what or where we are at with those individual strategies. Are there strategies that you are still working on or are they ongoing and are going to be completed in the near future or far future? Are some strategies for whatever reason, either doesn't apply or the county/jurisdiction has a different direction, so maybe they need to be removed? If so, then we would have to indicate that and then we also, have to list any new strategies. We are working through the big list that is in the current plan and incorporating it so that when the plan goes to the state of Florida they can look at the list and say this is where that at with regards to all of the strategies. We also, have to update the funding sources for the strategies and update who is responsible for that strategy as well. One of the things that we learned from FEMA last week is they want to start looking at when you develop these strategy lists that you identify who does that strategy benefit? So, is there a particular group such as your access and functional needs group that it benefits? Is it because it's a wild fire or a forestry strategy? It could benefit for those populations that may be more at a risk for wildfires; so within the plan we have to take a look at that does it benefit the county as a whole. We have to look at the benefits for each of those strategies as well, as when it goes to the state of Florida for review. Florida is the only state in the nation that I've worked with that stamps their approval on the plan, FEMA takes it as face value. You don't have to go through another review process with FEMA like you do typically in other states, which is great. I just got back today the revisions to the hazard identification and risk assessment piece that we made revisions too. We will be incorporating in the next couple of days and then working on those comments and feedback with Lee and his group on the validation and consensus. So far, we have received comments from Emergency Management, Port Authority, Natural Resources, County Administration, Community Development, and Lee County DOT. We are still waiting on feedback from Forestry Service, South Florida Water Management, County Attorney, & Municipalities. Are there any other ones that we need to get that you can think of? Over the course of the next 2 to 3 weeks and the month of March we will be walking through these revisions and one of the things we are going to do is check with the Florida Mitigation folks and may start submitting sections of the plan to them, so they can go ahead and start reviewing. Typically, the review time is 4 to 6 weeks sometimes a little longer may take a couple of months to get reviews back. We are going to work at submitting once we get certain sections ready to go for them to review we can go ahead and send them out to them. We do have the course of the next 2 to 3 weeks to gather more feedback or comments, so please let us know if anyone has anything.

Lee Mayfield – It's kind of a general list, we have gotten some feedback from our jurisdictions or cities here, but I want to do another push to make sure everyone is good with certain sections with the plan that relate to their area. I gave the Forestry Service a pass today since they have been pretty busy down south lately. There are some wildfire components to this plan when it comes to wildfire mitigation, but we will catch up with them soon. We need to make sure there is wildfire mitigation, public information and outreach program listed in the plan and is across the board for everyone.

It turns out that most the projects are all very close in numbers, which I think is the goal especially with these new projects because we haven't updated this list in 5 or 6 years. Once done with this process we will have all our cities promoting their new and improved high priority projects and they will all be on the list and when something happens and we get some money we will be able to edit that list based on the amount of dollars and what our priorities are at that time. I will turn it over to Sandi Bridges who works at our shelter and volunteer shops which both are very challenging. The shelter issue is always a priority for us because it is so critical to shelter people in our county in large hurricanes.

**Lee County - Presenter: Sandi Bridges** – Overview of our shelter: Southwest Florida and the state of Florida in general is at a shelter deficit, so Lee County falls into that area. We are working to have 10% of our population, we have about 5%. Part of my position is to go through and try to identify new shelter spaces which is very challenging because a lot of our growth goes into areas where we can't put shelters, so the storm surge has a list of major issues on what we decide. Part of what I'm always looking for is either old facilities that maybe were build up to codes where we can modify or retrofit or the new facilities that are coming in. We take into consideration the size and typically stick with high schools because they are larger and have gyms.

We will look at middle schools and elementary schools due to situations, but the idea is to figure out how we can put the most people into a building in the safest area and still figure out how to fund it. Two of the projects are retrofits which will be for existing and one is for one school that hasn't been build yet.

New Project	Level of Public Demand, County Wide (Select this score with the LMS Group) Score
Emergency Shelter Mitigation for future High School Facility (Alva or Gateway Location) Funding is needed to harden high school during construction phase - \$1.5 Million	<b>Score 4 = Very High interest and public support</b> Lee Mayfield MOTIONS to add project to the LMS list with a score of 4 for Public Demand, Seconded by Joan LaGuardia. All in favor.
Lehigh Senior High School Shelter Retrofit - \$100,000	<b>Score 4 = Very High interest and public support</b> Lee Mayfield MOTIONS to add project to the LMS list with a score of 4 for Public Demand, Seconded by Joan LaGuardia. All in favor.
Sunshine Elementary Shelter Retrofit - \$350,000	<b>Score 4 = Very High interest and public support</b> Lee Mayfield MOTIONS to add project to the LMS list with a score of 4 for Public Demand, Seconded by Joan LaGuardia. All in favor.

**City of Bonita Springs - Presenter: Frank Cassidy** – Overview: All 5 projects are very closely related to the study that was done on the Spring Creek flood basin and storm water system. Feeding the Spring Creek into the northern section of the City of Bonita Springs going out into Lee County and the Village of Estero. These projects are in need for culverts, drainage and each project will benefit the entire system.

Lee Mayfield - We will not be voting on this today, but wanted you to be aware of these projects. Like Frank said we are still working on some of the numbers. Feel free to take home and read it over. We will come back at the next meeting and finalize the numbers and get the public demand scoring.

New Project	Level of Public Demand, County Wide (Select this score with the LMS Group) Score
Bernwood Business Park Improvements: Culvert at North Branch of Spring Creek and Cattle Crossing at	

South Branch - \$750,000.00	
Spring Creek: FPL right of way bridging and pipes on South Branch - \$1,500,000.00	
Spring Creek: Culvert at Cedar Creek Drive - \$250,000.00	
Spring Creek: Rail Road ROW RCP Replacement pipes from east side to west side ditch running parallel to tracks on North Branch and bridge and pipes on South Branch - \$2,500,000.00	
Spring Creek: Milagro Lane Culvert at South Branch - \$650,000.00	

**Fort Myers – Richard Thompson - Projects from 1/27/17 Meeting**

Lee Mayfield - We talked through some of your projects last time, but did not have a cost benefit, so we added them and just recap and add the cost benefit. All the projects were either a 3 or a 4 which is pretty average. Frank Cassidy MOTIONS to give a cost benefit Score of 3, Seconded by Lee Mayfield. All in favor.

Lee Mayfield – That was very quick and brief, but I wanted to give the other cities or any other jurisdictions an opportunity to talk about any projects. I will be meeting with Lee County DOT folks next week to add their projects. I met with Steve in Natural Resources last week and took care of issues they had. Other than the other groups we are reaching out we are still open to feedback, so please let me know if you have anything.

Timeline: The next meeting dates for the BOCC are early May and mid-May, so we would need to have something in early April to give to our board. The current LMS expires June 19, 2017.

Jesse Spearo – In Cape Coral we are working on a few projects; a couple of retrofits, a new fire station, rebuild of a station, charter school retrofit for a safer fit for space in the event there is a tornado or any other severe weather & some drainage projects and will bring these up at the next meeting.

Celeste Fournier – Without an approved LMS we will not have an approved Comprehensive Emergency Management Plan (CEMP), the large majority of it rides on the fact that the LMS is approved, so I need that to happen by July 1<sup>st</sup>.

Lee Mayfield – All this stuff is tied together, and this is why we made a big push this year to incorporate all these plans together and not have them done separately. It ties to both plans in both worlds, it ties to the accreditation, ties to CRS, and all of our jurisdictions as well. The goal is to have the plan final in April cause we have to send it through our Board process (blue sheet).

What I will do is to make it easier for you all. We will do a summary sheet for everyone which will lay out a summary of what the plan is, it's components and why we do it, and will send to the cities as well. We have all of March to finish all this up and then April we want to be really close to being done with everything. Not sure if the County necessarily has to adopt first? We will ask that question because once the plan is final and in the pipeline it's not going to change, so who's to say you guys couldn't maybe adopt at the same time or before us. We will ask that question and will get back to everybody.

## Fire Support – Sandra Tapfumaneyi

Forest fires in Lehigh, huge fire going on down in Collier County (6500 acres right now) ours only got to about a total of 400 acres of multiple fires. We brought our mobile command bus out and allowed command to run off of our bus. We also, had a reception center for people working in the area to give them a break from the smoke and flames. There were no homes that were loss. Some had caught on fire, but they were able to put them out, so this was very fortunate. We had about 15 people that came to the Evac Center and the Red Cross helped staff that. We had Salvation Army that went out and provided food response for meals and canteen services for the responders throughout the evening. We also, did an alert warning push out to the community.

We utilized our CodeRED system that allows us to do reverse 911 calls into the communities and that worked very well. For the first time we utilized IPAWS (Integrated Public Alert & Warning System) that the system that allows us to send multiple messages out with one system, so on Sunday we were able to try to do the EAS (Emergency Alert System) which is radio and TV and did go thru. Attempted to send it through the WEA (Wireless Emergency Alert) which would go through to cell phone towers and alert residents in the area. We did learn a very valuable lesson you cannot use a circle to port of the area that you would like to send a wireless emergency alert too. The system goes off of nodes or a point and circles are not points. You can only have 100 nodes and we had 180, so squares and rectangles are good. The test for us was good since thankfully it was on a smaller alert.

We apparently, were the first ones to uncover this error, so for next time we will know exactly how to do it. It took us 18 minutes by the time we stopped to draft the message, get approval and send it out, so pretty good timeframe. It was sent out to 50,000 numbers. The way the system works is if you don't answer the phone then it's like a missed number, so we reached like 17,000

In addition to that Sandi came and opened up the EOC here, so we had a staging area here. Also, thank you Cindy for letting us use the Park Rec Center for the activation center for the middle of the day on Sunday and that worked out great. We fueled trucks on Sunday for all the responders & went back to help on Monday. All in all it was a success & great exercise for us.

Linda Carter – On behalf of the Fire Department and myself as Fire Commissioner we would like to thank you and all the other districts that came out to help us in Lehigh.

## Training – Celeste Fournier

Schedule of training---Sign up on SERT TRAC (Hand outs - Instructions on how to register...if need help call)

- L-958 NIMS ICS All Hazards Position Specific Operations Section Chief – March 20th to March 23rd
- L-962 NIMS ICS All Hazards Position Specific Planning Section Chief – April 3rd to April 6th
- G-400 Advanced Incident Command System – June 5th to June 6th
- AWR-148 Crisis Management for School Based Incidents – June 7th
- L-449 Incident Command System (ICS) Curricula Train-the-Trainer – July 31st to August 4th

## **Adjourn**

Motion to adjourn made by Linda Carter, Seconded by Celeste Fournier Meeting adjourned at 2:47 pm

# Appendix D: Strategy Adoption Resolutions

---



LEE COUNTY RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, RESCINDING RESOLUTION NO. 11-12-35 WHICH ESTABLISHED THE 2011 EDITION OF THE JOINT UNIFIED LOCAL MITIGATION STRATEGY; AND ADOPTING THE UPDATED JOINT UNIFIED LOCAL MITIGATION STRATEGY FOR LEE COUNTY; PROVIDING FOR AN EFFECTIVE DATE.**

**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 previously adopted Resolution No. 11-12-35 on December 13, 2011, that updated the initial edition of the Joint Unified Local Mitigation Strategy for Lee County; and

**WHEREAS**, Lee County and its municipalities are vulnerable to several natural and manmade caused hazards including hurricanes, tornadoes, severe thunderstorms, floods, wildfires, coastal erosion, drought, extreme temperatures, and freezes, and face potential damage to life, property, natural resources and the local economy; and

**WHEREAS**, the Local Mitigation Strategy Working Group consists of employees and community members from Lee County, the City of Bonita Springs, the City of Cape Coral, the Village of Estero, the City of Fort Myers, the Town of Fort Myers Beach, and the City of Sanibel, and is open for participation to any and all interested parties; and

**WHEREAS**, the Working Group has identified these local hazards and reassessed the county-wide vulnerability and risk to these hazards based on the latest scientific and technically based risk assessment techniques; and

**WHEREAS**, the Joint Unified Local Mitigation Strategy also serves as the County's Floodplain Management Plan in accordance with Policy 110.1.5 of the Lee Plan; and

**WHEREAS**, projects identified in the Local Mitigation Strategy Mitigation Initiatives List are given more consideration by federal and state-managed funding programs such as the Hazard Mitigation Grant Program, the Flood Mitigation Assistance Program, Emergency Management Preparedness Assistance Trust Fund, Community Development Block Grant; and

**WHEREAS**, the Local Mitigation Strategy is designed to be a process oriented document with review and revision policies that allow it to be changed to meet new or changing conditions including hazard-event frequency, perceived local needs and funding opportunities.

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

1. The above recitals are hereby incorporated herein as if set forth at length.
2. The Unified Local Mitigation Strategy for Lee County will serve as a policy document to guide and govern Lee County's hazard mitigation activities is adopted.
3. Lee County Resolution No. 11-12-35 is hereby repealed.
4. The attached Resolution is hereby adopted.

Commissioner \_\_\_\_\_ made a motion to adopt the foregoing resolution, seconded by Commissioner \_\_\_\_\_. The vote was as follows:

John Manning	___
Cecil L Pendergrass	___
Larry Kiker	___
Brian Hamman	___
Frank Mann	___

DULY PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
John Manning, Chair

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

\_\_\_\_\_  
County Attorney's Office



STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT  
Governor

BRYAN W. KOON  
Director

April 12, 2017

Lee Mayfield  
Lee County Emergency Management  
2675 Ortiz Avenue  
Fort Myers, Florida 33905

Re: Lee County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Mr. Mayfield:

This is to confirm that we have completed a State review of the Lee County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Lee County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Lee County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Lee County, Unincorporated  
City of Bonita Springs  
City of Cape Coral  
Village of Estero

City of Fort Myers  
Town of Fort Myers Beach  
City of Sanibel

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Lee County LMS.

If you have any questions regarding this matter, please contact Melissa Schloss at 850-815-4504 or [Melissa.Schloss@em.myflorida.com](mailto:Melissa.Schloss@em.myflorida.com).

Respectfully,

Miles E. Anderson,  
Bureau Chief, Mitigation  
State Hazard Mitigation Officer

MEA/ms

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)  
cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch



<b>Blue Sheet No. 20170265</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017</b>	<b>Walk-on 1</b>
------------------------------------	--	------------------

**TITLE:**  
Approve Qualified Target Industry Tax Refund local match for Gartner expansion

**ACTION REQUESTED:**  
A) Adopt a resolution of support for Gartner as a qualified applicant for the State of Florida Qualified Target Industry Tax Refund Program (QTI); and agreeing to provide a local match in a not-to-exceed amount of \$1,800,000 (State's QTI contribution is \$3.48 million).  
  
B) Approve a \$1.8 million transfer from the General Fund for Economic Development Incentives.

**FUNDING:**  
\$1,800,000; General Fund-Program: Economic Development Incentives; Included in Reserves Budget.  
  
Funds will be expensed in account GC5190300100.508210.750 beginning in FY18-19

**WHAT ACTION ACCOMPLISHES:**  
Provides a competitive incentive package for the expansion of Gartner, Inc. (NYSE:IT). The company would increase its local workforce by an additional 600 employees earning an average annual wage of at least \$58,520 plus benefits over five years. Additionally, the company plans to make a capital investment of around \$21 million to expand its footprint to include a total of four "Class A" office buildings in Lee County. Gartner has been identified by the State of Florida as a Qualified Target Industry business that specializes in one of the high-impact sectors designated under Section 288, Florida Statutes.

**MANAGEMENT RECOMMENDATION:**  
Approve

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> COUNTY MANAGER <b>Division:</b> <b>By:</b> Roger Desjarlais

**Background:**  
Over the past few years, Gartner has experienced significant revenue and headcount growth. On April 6, 2017, Gartner completed its acquisition of CEB Inc. (NYSE: CEB), an industry leader in providing best practice and talent management insights. With the acquisition, Gartner is anticipating significant growth in its business development and client partner roles as it expands the business. Gartner is considering whether to further increase its square footage in Lee County by adding a fourth new building and creating an additional 600 jobs beyond those already committed to date.

On May 24, 2011, the County and Gartner entered into an incentive award agreement that led to the construction of an office building in Gateway and the creation of 400 new jobs. On January 28, 2014, the County and Gartner entered into another incentive agreement for the construction of a second building and the addition of 400 more jobs. Gartner is in compliance with both of these incentive agreements. On May 24, 2011, Gartner had 346 Lee County based employees. At the close of 2016, Gartner had 1,152

<b>Required Review:</b>					
<b>Roger Desjarlais</b>	<b>Andrea R. Fraser</b>	<b>Angela Guttery</b>	<b>Peter Winton</b>	<b>Peter Winton</b>	
COUNTY MANAGER	County Attorney	Budget Analyst	Budget Services	County Manager	

employees at its Lee County campus.

In November of 2016, Gartner agreed to construct \$20 million of additional office space and create 600 new jobs. The company is in the process of siting the building and implementing the latest agreement.

On May 4, 2017 the Lee County Port Authority approved a ground lease with Skyplex, LLC that would allow for construction of new office buildings on airport property that could be used by Gartner for both the current and proposed expansion projects.

While Gartner has had significant success in the Ft. Myers market, continued growth in the local market presents a number of challenges including the need for costly new construction. Consequently, the company is also considering the option of expanding its Dallas operations where existing space is available for lease. Gartner is seeking incentives from both Lee County and the State of Florida in order to mitigate risk and increase the cost competitiveness of the local expansion option.

This incentive award will secure a commitment from Gartner to create 600 new jobs that pay an average annual wage equaling 150% of the current Lee County average (with an average wage of \$58,520 and average total compensation package of around \$68,000/year) over five years (2018-2022). The company would also plan to construct a fourth office building to house the new personnel. Upon completion of this Project in December 31, 2022, Gartner would have approximately 2,346 employees in the County.

The QTI incentive award consists of:

State = \$3.48 million

County = \$1.8 million

Total = \$5.28 million

These pay-upon-performance incentives would be dispersed on a per job basis as new hires come online and Gartner pays any taxes that are due. Florida's Department of Economic Opportunity will verify the performance requirements and issue the tax refund payments over an 8 year period.

The estimated "Total Value Added" economic impact of the expansion project now underway is \$126.9 million annually upon project completion (see attached Economic Impact Study from Florida Gulf Coast University's Regional Economic Research Institute). Because this proposed project mirrors that agreement--albeit with higher wages--and consists of QTI incentives only, a duplicate study has not been commissioned.

Attachments:

1. QTI Support Resolution
2. 2016 Economic Impact Study
3. QTI payout schedule

**QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM  
WITH CASH LOCAL FINANCIAL SUPPORT MATCHING PER JOB AWARD**

**RESOLUTION NUMBER \_\_\_\_\_**

**A RESOLUTION BY THE GOVERNING BOARD OF LEE COUNTY, FLORIDA, RECOMMENDING GARTNER, INC., BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO S.288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF CASH EQUIVALENT TO THE QTI PER JOB AWARD AMOUNT; PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE GOVERNING BOARD OF LEE COUNTY, FLORIDA,** as follows:

**WHEREAS,** the business under consideration, Gartner, Inc. (Gartner) is a global information technology company; and

**WHEREAS,** Gartner has been identified as a Target Industry Business; and

**WHEREAS,** Gartner plans to *(brief description of the expansion or location project)*; and

**WHEREAS,** Lee County hereby acknowledges that local financial support of 20% of the total tax refund of \$5,280,000 is required under the provisions of s.288.106, Florida Statutes, governing the State's Qualified Target Industry Tax Refund Program; and

**WHEREAS,** Lee County has committed to provide \$1,800,000, which is a 100% match of the QTI per job award and exceeds the required QTI local financial support;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF LEE COUNTY, FLORIDA,** that the Board hereby recommends Gartner be approved as a Qualified Target Industry Business pursuant to s.288.106, Florida Statutes.

**BE IT FURTHER RESOLVED,** that the Governing Board of Lee County has determined the basis of this project's average private sector wage commitment calculation shall be 150% of the County average annual wage.

**BE IT FURTHER RESOLVED** that the necessary cash commitment of local financial support for the Qualified Target Industry Tax Refund Program exists for Gartner in the amount of \$1,800,000 and that this amount will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent the "local financial support" required by s.288.106, Florida Statutes.

This resolution shall take effect immediately upon its adoption.



**DULY ADOPTED BY THE GOVERNING BOARD OF LEE COUNTY, FLORIDA,**  
this 16th day of May, 2017.

**ATTEST: LINDA DOGGETT**  
**CLERK OF COURTS**

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

BY: \_\_\_\_\_  
Deputy Clerk  
man

BY: \_\_\_\_\_  
John Manning, Chair

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: \_\_\_\_\_  
Office of County Attorney

**GARTNER, Inc.**

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DATE: \_\_\_\_\_, 2017

**STATE OF \_\_\_\_\_**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2017, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

*(Print, Type, or Stamp Commissioned Name of Notary Public)*

Personally Known  OR Produced Identification

Type of Identification Produced: \_\_\_\_\_

## ECONOMIC IMPACT OF A MARKET RESEARCH FIRM IN LEE COUNTY, FLORIDA

### Executive Summary

This study has forecasted the economic impact of a market research firm expanding to Lee County, Florida, that will create 600 new positions at an average annual wage of \$56,325. The average value of benefits associated with each new job is approximately \$9,600 per job, resulting in an average total compensation of \$65,925 per new employee. The average annual Lee County wage across all industries in 2015 was \$40,189.<sup>1</sup>

### Project Overview

This is a firm that is expanding its footprint in Southwest Florida to undertake the strategic and organizational planning and decision-making role of the company or enterprise. The company plans to add 600 full-time equivalent (FTE) employees to Lee County by 2022 and to spend a total of \$21.5 million on construction and equipment, with \$19.5 million projected toward new building construction and \$2.0 million projected toward the purchase of furnishings and equipment.

### Operating Economic Impacts

Total Economic Impact				
From 2017 to 2022				
Impact Type	Employment	Labor Income	Value Added	Expenditures
Direct Effect	773.3	\$53,418,183	\$84,816,849	\$114,005,396
Indirect Effect	275.9	\$11,527,374	\$19,477,853	\$32,547,166
Induced Effect	289.1	\$11,870,370	\$22,635,079	\$35,264,964
<b>Total Effect</b>	<b>1,338.3</b>	<b>\$76,815,929</b>	<b>\$126,929,782</b>	<b>\$181,817,527</b>

The economic impact model, IMPLAN, along with employment data from 2018 to 2022 and investment data from 2017 to 2018, provided by the Lee County Economic Development Office allowed the overall estimation of annual employment, value added, labor income, and expenditures as shown below:

- Direct annual employment increase of 773 and an estimated annual overall total employment gain of 1,338;

<sup>1</sup> Quarterly Census of Employment and Wages, 2015 annual estimates, Florida Department of Economic Opportunity

- Direct annual value added of \$84.8 million and annual overall total value added of \$126.9 million;
- Direct annual labor income increase of \$53.4 million and annual overall total labor income of \$76.8 million; and
- Direct annual expenditures increase of \$114 million and annual overall total expenditures of over \$181.8 million.

## Description of Company

The Lee County Economic Development Office provided information of this study without disclosing the company's identity. The information provided is sufficient for the completion of an economic study of the firm's impact on the local Lee County economy, albeit with the caveat addressed in the Appendix. The following information describes the potential changes expected by the company expanding in Lee County.

This is a firm that will expand operations to undertake the strategic and organizational planning and decision-making role of the company or enterprise. The company plans to add 600 full-time equivalent (FTE) employees to Lee County by 2022 and to spend a total of \$21.5 million on construction and equipment. The construction of a new building is \$19.5 million and the purchase of furnishings and equipment for the new building are \$2.0 million.

The firm has provided the following hiring schedule:

- 200 new full-time equivalent positions by the end of 2018;
- 300 new full-time equivalent positions by the end of 2019 (Including those from 2018);
- 400 new full-time equivalent positions by the end of 2020 (Including those from previous years);
- 500 new full-time equivalent positions by the end of 2021 (Including those from previous years); and
- 600 new full-time equivalent positions by the end of 2022 (cumulative total positions).

This schedule formed the basis for the economic impact analyses that follow.

Although the present study's projections ends in 2022, the economic benefit of the 600 new Lee County positions is expected to continue as long as the new employment and the firm remain in operation in Lee County. The average annual wage for each new position in 2018 is \$56,325 and the average value of benefits associated with each new job is \$9,600. This results in an average total compensation of \$65,925 per new employee.

In addition, the company will spend \$9.75 million in both 2017 and 2018 for construction of a new building. This will create additional expenditures in Lee County during the

construction period. Finally, the firm plans to spend approximately \$2 million for office equipment. The study assumes that equipment expenditures are supplied by companies outside Lee County and do not have an economic impact on Lee County. Note that office equipment investments constitutes 1.3 percent of all planned investment.

## Methodology

The Regional Economic Research Institute received data from the Lee County Economic Development Office, detailing a plan for a new firm planning to move to Lee County. The data included the number of full-time equivalent jobs to be created by the firm from the years 2018 to 2022, labor income for the new jobs to be created, construction investment data from 2017 to 2018, and investment in other equipment for the building in 2018. The RERI then ran IMPLAN scenarios to determine the economic impacts of additional labor and construction for each year. The results reported in this report reflect the total economic impact from these activities from 2017 to 2022.

IMPLAN calculates the following projections based on its economic and demographic database for Lee County, Florida. Economic activity from construction was classified under the “Construction of new nonresidential commercial and health care structures” IMPLAN code and jobs created from the marketing research firm were classified under the “All other miscellaneous professional, scientific, and technical services” IMPLAN code. This data is recent as of 2012 but updated to reflect 2016 dollars.

## Study Results

The economic impact model, IMPLAN, provides four measures of economic impact for Lee County:

- Expenditures is a measure of additional expenditures resulting from the new or expanding company.
- Employment represents the additional employment created in Lee County as a result of the new or expanding establishment or company.
- Value Added represents the additional labor income, proprietary income, other property income, and indirect business taxes created by a new or existing company within Lee County.
- Labor Income represents the additional wages, salaries, and benefits paid to workers in Lee County as a result of the new employment created.

The model accounts not only for the expenditures by the new project (direct), but also (i) indirect impacts created by other firms which are suppliers of services and products necessitated by the new project (indirect) and (ii) the economic impact of expenditures by the employees at firms affected by the new project for housing, food, and other goods and services (induced).

## Operating Economic Impacts

The annual operating economic impacts are estimates resulting from the continuing business operations of the new project and include the assumption that the additional jobs created continue at the firm or establishment. The tables below provides a summary of the overall annual employment changes, labor income, value added, and expenditures resulting from the expanding market research firm hiring a total of 600 new FTE employees from 2018 to 2022.

<b>Table 1: Economic Impact</b>				
<b>200 FTE Market Research Jobs Added in 2018</b>				
<b>Impact Type</b>	<b>Employment</b>	<b>Labor Income</b>	<b>Value Added</b>	<b>Expenditures</b>
Direct Effect	200.0	\$15,491,205	\$25,850,562	\$31,625,792
Indirect Effect	78.1	\$3,211,904	\$5,499,150	\$9,057,817
Induced Effect	83.2	\$3,415,257	\$6,511,825	\$10,145,699
<b>Total Effect</b>	<b>361.3</b>	<b>\$22,118,366</b>	<b>\$37,861,537</b>	<b>\$50,829,308</b>

The economic impact of 200 additional FTE market research jobs added in 2018 can be found in Table 1. Direct expenditures by the expanding company are predicted to be \$31.6 million with total overall expenditures (which include direct, indirect, and induced impacts) of \$50.8 million. The company is expected to have a direct economic impact of hiring 200 full-time annual equivalent employees and an overall employment impact on Lee County's employment of 361 due to the additional business-to-business activity and the expenditures created by the additional household income. Direct value added is \$25.9 million for the company and the overall economic value added is \$37.9 million. The labor income directly created by the new company is \$15.5 million and the overall labor income increase for Lee County is \$22.1 million.

<b>Table 2: Economic Impact</b>				
<b>100 FTE Market Research Jobs Added in 2019</b>				
<b>Impact Type</b>	<b>Employment</b>	<b>Labor Income</b>	<b>Value Added</b>	<b>Expenditures</b>
Direct Effect	100.0	\$7,635,608	\$12,815,286	\$15,812,896
Indirect Effect	39.1	\$1,605,952	\$2,749,575	\$4,528,909
Induced Effect	41.1	\$1,687,241	\$3,216,986	\$5,012,240
<b>Total Effect</b>	<b>180.2</b>	<b>\$10,928,801</b>	<b>\$18,781,848</b>	<b>\$25,354,045</b>

The economic impact of 100 additional FTE market research jobs added in 2019 can be found in Table 2. Direct expenditures by the expanding company are predicted to be \$15.8 million with total overall expenditures of \$25.4 million. The company is expected to have a direct economic impact of hiring 100 full-time annual equivalent employees and an overall employment impact on Lee County's employment of 180 due to the additional business-to-business activity and the expenditures created by the additional household income. Direct value added is \$12.8 million for the company and the overall economic value added is \$18.8 million. The labor income directly created by the new company is \$7.6 million and the overall labor income increase for Lee County is \$10.9 million.

<b>Table 3: Economic Impact</b>				
<b>100 FTE Market Research Jobs Added in 2020</b>				
<b>Impact Type</b>	<b>Employment</b>	<b>Labor Income</b>	<b>Value Added</b>	<b>Expenditures</b>
Direct Effect	100.0	\$7,527,851	\$12,707,530	\$15,812,897
Indirect Effect	39.1	\$1,605,952	\$2,749,575	\$4,528,909
Induced Effect	40.6	\$1,667,268	\$3,178,853	\$4,952,863
<b>Total Effect</b>	<b>179.7</b>	<b>\$10,801,071</b>	<b>\$18,635,958</b>	<b>\$25,294,668</b>

The economic impact of 100 additional FTE market research jobs added in 2020 can be found in Table 3. Direct expenditures by the expanding company are predicted to be \$15.8 million with total overall expenditures of \$25.3 million. The company is expected to have a direct economic impact of hiring 100 full-time annual equivalent employees and an overall employment impact on Lee County’s employment of 180 due to the additional business-to-business activity and the expenditures created by the additional household income. Direct value added is \$12.7 million for the company and the overall economic value added is \$18.6 million. The labor income directly created by the new company is \$7.5 million and the overall labor income increase for Lee County is \$10.8 million.

<b>Table 4: Economic Impact</b>				
<b>100 FTE Market Research Jobs Added in 2021</b>				
<b>Impact Type</b>	<b>Employment</b>	<b>Labor Income</b>	<b>Value Added</b>	<b>Expenditures</b>
Direct Effect	100.0	\$7,422,287	\$12,601,966	\$15,812,896
Indirect Effect	39.1	\$1,605,952	\$2,749,575	\$4,528,909
Induced Effect	40.1	\$1,647,702	\$3,141,494	\$4,894,695
<b>Total Effect</b>	<b>179.2</b>	<b>\$10,675,941</b>	<b>\$18,493,035</b>	<b>\$25,236,500</b>

The economic impact of 100 additional FTE market research jobs added in 2021 can be found in Table 4. Direct expenditures by the expanding company are predicted to be \$15.8 million with total overall expenditures of \$25.2 million. The company is expected to have a direct economic impact of hiring 100 full-time annual equivalent employees and an overall employment impact on Lee County’s employment of 179 due to the additional business-to-business activity and the expenditures created by the additional household income. Direct value added is \$12.6 million for the company and the overall economic value added is \$18.5 million. The labor income directly created by the new company is \$7.4 million and the overall labor income increase for Lee County is \$10.7 million.

<b>Table 5: Economic Impact</b>				
<b>100 FTE Market Research Jobs Added in 2022</b>				
<b>Impact Type</b>	<b>Employment</b>	<b>Labor Income</b>	<b>Value Added</b>	<b>Expenditures</b>
Direct Effect	100.0	\$7,318,871	\$12,498,550	\$15,812,896
Indirect Effect	39.1	\$1,605,952	\$2,749,575	\$4,528,908
Induced Effect	39.7	\$1,628,533	\$3,104,897	\$4,837,710
<b>Total Effect</b>	<b>178.7</b>	<b>\$10,553,357</b>	<b>\$18,353,022</b>	<b>\$25,179,514</b>

The economic impact of 100 additional FTE market research jobs added in 2022 can be found in Table 5. Direct expenditures by the expanding company are predicted to be \$15.8 million

with total overall expenditures of \$25.2 million. The company is expected to have a direct economic impact of hiring 100 full-time annual equivalent employees and an overall employment impact on Lee County’s employment of 179 due to the additional business-to-business activity and the expenditures created by the additional household income. Direct value added is \$12.5 million for the company and the overall economic value added is \$18.4 million. The labor income directly created by the new company is \$7.3 million and the overall labor income increase for Lee County is \$10.6 million.

## Construction Investment Impacts

The construction investment impacts are estimates resulting from the construction of the new building for the expanding firm. The tables below provide a summary of the overall annual employment changes, labor income, value added, and expenditures resulting from the construction of the new building for the market research firm from 2017 to 2018.

<b>Table 6: Economic Impact</b>				
<b>\$9.75 million Construction Investment in 2017</b>				
<b>Impact Type</b>	<b>Employment</b>	<b>Labor Income</b>	<b>Value Added</b>	<b>Expenditures</b>
Direct Effect	87.2	\$4,036,960	\$4,198,287	\$9,625,476
Indirect Effect	20.8	\$951,910	\$1,499,779	\$2,704,125
Induced Effect	22.3	\$918,047	\$1,751,698	\$2,728,301
<b>Total Effect</b>	<b>130.4</b>	<b>\$5,906,917</b>	<b>\$7,449,764</b>	<b>\$15,057,903</b>

The economic impact of a \$9.75 million construction investment in 2017 can be found in Table 6. Direct expenditures by the expanding company are predicted to be \$9.6 million with total overall expenditures of \$15.1 million. The investment is expected to have a direct economic impact of hiring 87 full-time annual equivalent employees and an overall employment impact on Lee County’s employment of 130 due to the additional business-to-business activity and the expenditures created by the additional household income. Direct value added is \$4.2 million for the company and the overall economic value added is \$7.4 million. The labor income directly created by the investment is \$4 million and the overall labor income increase for Lee County is \$5.9 million.

<b>Table 7: Economic Impact</b>				
<b>\$9.75 million Construction Investment in 2018</b>				
<b>Impact Type</b>	<b>Employment</b>	<b>Labor Income</b>	<b>Value Added</b>	<b>Expenditures</b>
Direct Effect	86.1	\$3,985,401	\$4,144,668	\$9,502,543
Indirect Effect	20.6	\$939,752	\$1,480,624	\$2,669,589
Induced Effect	22.1	\$906,322	\$1,729,326	\$2,693,456
<b>Total Effect</b>	<b>128.8</b>	<b>\$5,831,476</b>	<b>\$7,354,618</b>	<b>\$14,865,589</b>

The economic impact of a \$9.75 million construction investment in 2018 can be found in Table 7. Direct expenditures by the expanding company are predicted to be \$9.5 million with total overall expenditures of \$14.9 million. The investment is expected to have a direct economic impact of hiring 86 full-time annual equivalent employees and an overall employment impact on Lee County’s employment of 129 due to the additional business-to-

business activity and the expenditures created by the additional household income. Direct value added is \$4.1 million for the company and the overall economic value added is \$7.4 million. The labor income directly created by the investment is \$4 million and the overall labor income increase for Lee County is \$5.8 million.

## Sales and Property Tax Impacts

Table 8: Property and Sales Tax Impact		
From 2017 to 2022		
Year	Property Tax	Sales Tax
2017	\$164,606	\$207,393
2018	\$797,334	\$1,004,830
2019	\$315,777	\$398,018
2020	\$314,171	\$396,034
2021	\$312,597	\$394,091
2022	\$311,056	\$392,187
Total	\$2,215,541	\$2,792,553

The model provides a rough estimate of the additional sales tax and property tax collections for the state and local governments, as depicted in Table 8. The expansion of the market research firm is estimated to generate a total of \$2.8 million in additional sales tax. Furthermore, the additional property tax collections is estimated to be \$2.2 million.

## Summary

This study has taken estimated employment data from 2018 to 2022, along with investment data from 2017 to 2018, provided by the Lee County Economic Development Office and estimated the annual total employment, direct and total labor income, direct and total value added, and direct and total expenditures.

The overall total annual employment is estimated at 1,338 jobs, a total labor income increase of \$76.8 million, a total value added increase of \$126.9 million, and total expenditures increase of \$181.8 million.

In addition, the model provides an estimate of additional state and local sales tax collections of \$2.8 million and additional property tax collections of \$2.2 million.

## Appendix

### *IMPLAN Pro: An Economic Impact Analysis Model*

This study was completed using an established and accepted economic impact model, IMPLAN that is currently in use by over a thousand licensed model users in the United States including universities, government agencies, and private companies. The model is based on an understanding of inter-industry relationships and the work of Wassily Leontief. He



developed the concept of multipliers from input-output tables and received the Nobel Prize in 1973 for his work. The model was originally developed for the United States Department of Agriculture and in the late 1980s was refined and enhanced with the assistance of the University of Minnesota.

The model includes a mathematical input-output (I-O) data set that allows one to forecast the economic impacts of a new firm's expenditures and added employment on a region's businesses. The new company and its employees will need various products and services leading to additional expenditures, jobs, value added, and labor income. The value added includes employee compensation, proprietary income, other property type income, and indirect business taxes. Indirect business taxes consist of excise taxes, property taxes, fees, licenses, and sales taxes paid by businesses.

The additional demand for goods and services as a result of the new firm or establishment will lead to additional business-to-business activity and the additional household incomes will increase business activity for household goods and services. However, one caveat to remember when evaluating the results of this model are unseen (and unmeasured) effects, which include countervailing reductions in demand resulting from the wealth redistributions required to finance the economic assistance efforts.

## Sample QTI Payout Schedule

Number of Jobs  
 QTI Award Amount  
 Total QTI Refund

600
\$ 8,800
\$ 5,280,000

Input
Calculation

	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026	Total
Jobs	120	120	120	120	120	-	-	-	-	600

	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Total
Phase I		\$ 264,000	\$ 264,000	\$ 264,000	\$ 264,000					\$ 1,056,000
Phase II			\$ 264,000	\$ 264,000	\$ 264,000	\$ 264,000				\$ 1,056,000
Phase III				\$ 264,000	\$ 264,000	\$ 264,000	\$ 264,000			\$ 1,056,000
Phase IV					\$ 264,000	\$ 264,000	\$ 264,000	\$ 264,000		\$ 1,056,000
Phase V						\$ 264,000	\$ 264,000	\$ 264,000	\$ 264,000	\$ 1,056,000
<b>Total Refund Payment</b>	<b>\$ -</b>	<b>\$ 264,000</b>	<b>\$ 528,000</b>	<b>\$ 792,000</b>	<b>\$ 1,056,000</b>	<b>\$ 1,056,000</b>	<b>\$ 792,000</b>	<b>\$ 528,000</b>	<b>\$ 264,000</b>	<b>\$ 5,280,000</b>

State Contribution	\$ -	\$ 174,000	\$ 348,000	\$ 522,000	\$ 696,000	\$ 696,000	\$ 522,000	\$ 348,000	\$ 174,000	\$ 3,480,000
Local Contribution	\$ 90,000	\$ 180,000	\$ 270,000	\$ 360,000	\$ 360,000	\$ 270,000	\$ 180,000	\$ 90,000	\$ -	\$ 1,800,000

Note: Refund payments are offset from the job creation by one year because the refund payment is made to the company after July 1 (the beginning of the state's fiscal year), the year following the job creation. For example, for jobs created 12/31/17, the refund payment would be made in July 2018.