

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

Blue Sheet No. 20021159

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** 1. Authorize the identification and expenditure of certain County funds in the amount of approximately \$626,000.00± (\$156,421.00 per year for four years) to share the costs with the City of Fort Myers for the transition of the Tice Fire District under Section 171.093(6), F.S., if the Dunbar / Belle Vue Enclaves Annexation is approved by Referendum on March 4, 2003. 2. Authorize staff to place verbiage into the draft Annexation Interlocal Agreement consistent with Request No. 1.

**WHY ACTION IS NECESSARY:** Board of County Commissioners' approval is required for all expenditures above \$50,000.00.

**WHAT ACTION ACCOMPLISHES:** Assists the City of Fort Myers with the financial transition of the Tice Fire District pursuant to Section 171.093(6), F.S., if the Dunbar / Belle Vue Enclaves Annexation Interlocal Agreement is approved at Referendum on March 4, 2003.

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

*A 12 B*

**3. MEETING DATE:**

*10-22-2002*

**4. AGENDA:**

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

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

- STATUTE 171.093, F.S.
- ORDINANCE
- ADMIN. CODE
- OTHER Annexation Interlocal Agreement

**6. REQUESTOR OF INFORMATION:**

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



**7. BACKGROUND:** As part of the process for the transition of municipal services from the current providing entities (notably Lee County, the Lee County Sheriff's Office and the Tice Fire District) to the proposed annexed Dunbar and Belle Vue Enclaves by Interlocal Agreement, the Parties have worked diligently through the "Dunbar Annexation Committee", to strike a balanced sharing of transition costs for each service.

(BACKGROUND CONTINUED - NEXT PAGE)

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
Public Works <i>10-9-02</i>	N/A	N/A	N/A	<i>10/9/02</i>	OA	OM	RISK	GC	<i>10-10-02</i>
					<i>RK 10/9</i>	<i>10/10/02</i>	<i>10/10/02</i>	<i>10/10/02</i>	

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

*10-9-02*  
 2:30  
 COUNTY ADMIN.  
 FORWARDED TO: *DS*  
*10/10/02*

**(BACKGROUND - Continued)**

The Tice Fire District, an independent Fire District created by Special Act of the Florida Legislature presently provides fire service to the Enclaves being proposed for annexation. After approximately two years of negotiations, the City and the Tice Fire District "agreed to disagree" about the manner of transitioning fire services to the Enclaves, if annexed.

The Parties determined that Section 171.093(6), F.S., was dispositive with respect to the transition, inasmuch as the City has expressed the desire to provide fire service to the Enclaves immediately upon the implementation of the terms of the Interlocal Agreement, if approved by the March 4, 2003 Referendum.

The City has requested that the County assist the City with the statutory transition costs on an "even sharing" (50% - 50%) basis [approximately \$626,000.00 over a four-year period - \$156,421.00 per year].

At the October 7, 2002 Management and Planning meeting (materials attached), the Board authorized the scheduling of this matter for Board approvals at a regular meeting.

Staff requests approvals for the following:

1. expenditure of approximately \$626,000.00 over four years beginning with FY 03-04 of identified County funds in support of the Tice Fire District transition, and
2. placement of appropriate verbiage in the draft City / County Interlocal Agreement relating to the City / County sharing of the statutory costs for the transition of the Enclaves' fire service from the Tice Fire District to the City of Fort Myers Fire Department.

Both approvals subject to the condition subsequent that the Referendum approval for the Enclaves' transition Interlocal Agreement between the City of Fort Myers and the County is approved on March 4, 2003.

Representatives of the City of Fort Myers and the Tice Fire District will be present and available for discussion with the Board on this matter, at the Board's request and for its convenience.

**COPY**

**STRAYHORN & STRAYHORN, P.L.**

A Professional Limited Liability Company  
2125 First Street, Suite 200 • Fort Myers, Florida 33901

Guy M. Strayhorn (1869-1981)  
Norwood R. Strayhorn (1911-1982)  
Guy R. Strayhorn  
E. Bruce Strayhorn, P.L.  
Richard W. Pringle, P.A.

Reply To:  
Richard W. Pringle  
P.O. Box 1545  
Fort Myers, FL 33902-1545

Telephone: 239-334-1269  
Facsimile: 239-334-1069

E-Mail: [Richard@strayhornlaw.com](mailto:Richard@strayhornlaw.com)

October 2, 2002

Lee County Commissioner Doug St. Cerny  
P.O. Box 398  
Fort Myers, FL 33902

RE: Dunbar/Bellvue Annexation- Tice Fire District Transition Issues- Management  
and Planning Meeting - October 7, 2002

Dear Commissioner St. Cerny:

I represent Tice Fire Control and Rescue Service District concerning the above referenced matter. For a very long time now Tice Fire District has been working with the City of Fort Myers staff and Lee County staff on this item. The annexation of the Dunbar and Bellvue areas by the City of Fort Myers is a very important topic to Tice Fire District. Over the years, the City of Fort Myers has continued to annex portions of the Tice Fire District area and every time an annexation occurs, it becomes more difficult on Tice Fire District financially because the areas being annexed by the city are generally improved properties which have higher values for ad valorem tax purposes.

Section 171.093(3) F.S. provides that the City and Tice Fire District can enter into an interlocal agreement which addresses issues related to the annexation of real property and the impact of the annexation has on the residents, the City and the Tice Fire District. In particular, one of the items listed in Section 171.093(3) F.S. states that the City and Tice Fire District can enter into an interlocal agreement which address the issue of the: "prevention or loss of district revenues which may be detrimental to the continued operations of the independent district."

For well over a year Tice Fire District has been raising concerns during it's negotiations with city staff about the long term financial impact the annexation is going to have on the District's financial condition. During the negotiations, Tice Fire District has offered to enter into an interlocal agreement with the City of Fort Myers whereby Tice will continue to provide fire protection services in the Dunbar and Bellvue areas in return for payment by the City to Tice Fire District of the ad valorem tax revenue for fire protection generated in the Dunbar and Bellvue areas. The City has not been willing to discuss the possibility of Tice Fire District providing fire services in the Dunbar and Bellvue areas apparently because the City is not going to add any more stations or personnel to serve the Dunbar and Bellvue areas so that all of the fire service ad valorem revenue generated by the City can be used by the City for other purposes.

In addition to discussing the possibility of the Tice Fire District continuing to provide fire services in the Dunbar and Bellvue areas pursuant to an interlocal agreement with the City as described above, we also proposed the possibility of the City paying Tice Fire District for a time period of 7 to 10 years, at Tice Fire District's normal ad valorem tax rate, in return for Tice providing fire protection services in the Dunbar and Bellvue annexation areas. The city staff was not willing to consider this alternative either.

In the end, the only alternative the city staff was willing to consider was the statutorily mandated alternative when no agreement can be reached between a fire district and a municipality under Section 171.093 F.S. which provides that the City will pay the fire district the full amount of the fire district's ad valorem revenue for 4 years after the annexation occurs. The statute also provides that the city must negotiate with the fire district for the transfer/sale of fire district property located in the area to be annexed. Throughout the negotiations, I could not understand why the City was adamant about only paying Tice Fire District's ad valorem revenue for 4 years as required by the statute until it was made known that the City is not going to add any additional fire station locations or manpower to provide fire protection services in the Dunbar/Bellvue areas and it was also made known that the City's fire services tax rate is higher than Tice Fire District's tax rate. The result of the two facts stated above is that the City will be collecting more than enough fire tax ad valorem revenue from the Dunbar/Bellvue area to pay Tice Fire District for 4 years as mandated by Section 171.093 F.S. since the City will not be using any of the fire tax ad valorem revenue from the Dunbar/Bellvue area to build/equip a fire station or hire additional firefighters for the Dunbar/Bellvue area.

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In light of the fact that the City will be collecting fire tax revenue which will not be used to provide additional fire services in the Dunbar/Bellvue areas, there is no reason why the City cannot pay 100% of the City's statutorily mandated obligation to Tice Fire District, especially where it has been the City who has been pushing to annex the Dunbar/Bellvue areas of Tice Fire District. The County has no obligation under the statute to pay any portion of the statutorily mandated payment from the City to Tice Fire District. If the County wants to take action concerning fire protection which will be beneficial to county residents, the County should consider letting the City pay it's statutorily mandated obligation to Tice Fire District for 4 years after which the County can pay Tice Fire District for an additional time period, say 3 to 5 years, which will assist Tice Fire District until additional construction can occur within the district so that the financial losses resulting from the Dunbar/Bellvue annexations will be offset by additional tax revenue generated in other parts of the Tice Fire District.

In the Management and Planning Meeting Agenda Summary for this item, there are several stated advantages and disadvantages for the county's options which I believe are incorrect.

First, county staff has described Option "A" as the County paying up to 50% of the City's statutorily mandated obligation to pay fire services ad valorem tax revenue for 4 years to Tice Fire District under Section 171.093 F.S. County staff indicates that it would be an advantage for Lee County to assist the City by paying a portion of the fire service transition costs because it "enhances viability of the remainder of the Tice Fire District for the statutory 4 year period."

This is an incorrect fact statement. The City of Fort Myers has a mandatory statutory obligation to pay the full amount of ad valorem tax revenue Tice Fire District should receive from the Dunbar/Bellvue annexation areas for 4 years after the annexation occurs regardless of whether Lee County provides any assistance to the City in the form of payment of a portion of the City's obligation to Tice Fire District. The viability of Tice Fire District will not be enhanced by the County's payment of a portion of the City's obligation to Tice Fire District under Option "A" because the City is mandated by statute to pay the full amount to Tice Fire District required by Section 171.093 F.S. regardless of whether the County provides any assistance to the City or not. Further, county staff has not listed a definite disadvantage to the County under Option "A". The disadvantage that is not stated is that county residents will not receive any benefit in return for the County's payment of the approximate sum of \$620,000.00 for the City's benefit which Lee County will pay if Option "A" is approved. There is at least one more disadvantage under Option "A" that is not stated in the staff report. If the County voluntarily pays a portion of the City's obligation to Tice Fire District in the amount of approximately \$620,000.00 over 4 years, I do not expect that the County will be able or willing to pay any additional sums to Tice Fire District in future years when payments to Tice Fire District will be important for the continued viability of Tice Fire District. The Dunbar/Bellvue area of the Tice Fire District represents a considerable amount of the developed commercial property in the Tice Fire District. The annexation of the Dunbar/Bellvue area by the City will have a long term impact on Tice Fire District which will last longer than 4 years because it is anticipated that it will take more than 4 years for other undeveloped land in Tice Fire District to become developed so that additional tax revenue is generated for the Tice Fire District.

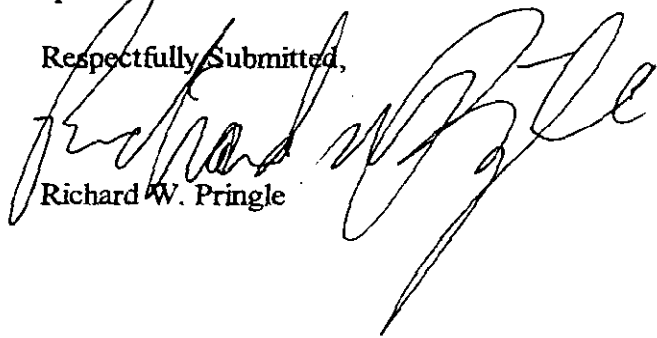
County staff also describes an Option "B" for the County under which the County will not voluntarily pay a portion of the City's obligation to Tice Fire District that is required by Section 171.093 F.S. The single advantage listed by county staff is that there will be no expense to the county. An additional advantage, which is not listed, is that county residents will not have to pay approximately \$620,000 to benefit the City of Fort Myers where there will be no services or benefits received by the county residents regarding the continuation or enhancement of fire protection services by Tice Fire District. The most important advantage to the County under Option "B", which is not listed, is the fact that if the County does not pay approximately \$620,000.00 of the City's obligation to Tice Fire District, the County will have County revenue which it can pay to Tice Fire District in future years to assist Tice Fire District in continuing to provide fire protection services for the Tice Fire District area which includes the waste to energy facility. Please keep in mind that because the waste to energy facility is County owned, no ad valorem tax revenue is paid to Tice Fire District for the very valuable waste to energy site. If the waste to energy facility was a privately owned site, Tice Fire District would be receiving approximately \$375,000.00 per year in additional ad valorem revenue.

Clearly, the interests of the County and the county residents will best be served by the County selecting Option "B" under which the County does not pay any portions of the City's statutorily mandated obligations to Tice Fire District. There is no reason or justification for the County to voluntarily pay a portion of a statutory obligation of the City, especially where there are no advantages in doing so for the County, its residents or Tice Fire District. If the County wants to take action to insure the continued viability of Tice Fire District, the County should select Option "B" where it does not pay any portion of the City's obligation to Tice Fire District

and then the County can enter into an interlocal agreement with Tice Fire District which provides for payments to Tice Fire District beginning in the 5<sup>th</sup> year after the Dunbar/Bellvue areas are annexed which will assist Tice Fire District in bridging the time period between the City annexing a considerable portion of the commercially developed property in Tice Fire District and the time when currently unimproved lands in the Tice Fire District are commercially developed so that additional tax revenue is generated in the remaining area of Tice Fire District.

I will be glad to answer any questions you may have about the contents of this correspondence or Tice Fire District's position on this matter.

Respectfully Submitted,



Richard W. Pringle

RWP/sd  
#201012

cc: J. J. [unclear]  
D. Stilwell  
B. Louck  
A. Hurley  
+ city district

**MANAGEMENT & PLANNING COMMITTEE  
AGENDA REQUEST FORM  
COMMISSION DISTRICT #**

**PRESENTED BY:** David Owen, Assistant County Attorney  
**REQUESTED BY:** David Owen, Assistant County Attorney  
**TITLE FOR AGENDA:** Dunbar/Bellevue Annexation; Tice Fire District Transition Issues

**1. DESCRIPTION & OBJECTIVE OF THE ISSUE:** Request Board consider sharing costs with the City of Fort Myers for the transition of fire service from the Tice Fire District to the City of Fort Myers for the Dunbar/Bellevue Enclaves if:

1. The transition I.A. is executed between the City of Ft. Myers and the County, and
2. The referendum for the proposed annexation is approved by the City electorate in March 2003, with projected implementation on October 1, 2003.

**2. PROPOSED POLICY, PROCEDURE OR PLAN OF ACTION:** Provide direction to County Staff relative to investigating and identifying funds for a potential sharing of the costs with the City of Ft. Myers for the transition of fire service to the annexed enclaves pursuant to § 171.093(3) F.S., which provides for a 4 year transition, with the annexing municipality paying the dispossessed fire district it's tax revenue losses during the 4 years approx. \$1,251,369.00 (\$312,842.26 per year ).

**3. OPTIONS (List Advantages/Disadvantages of Options):**

A. Consider sharing the City of Ft. Myers transition costs for the transition of the Tice Fire District from the annexed enclaves, if the annexation is approved.

Advantages: Assists City of Ft. Myers with fire service transition costs and furthers potential for success of the annexation; also, enhances viability of the remainder of the Tice Fire District for the statutory 4 year transition period.

Disadvantage: Potential for expense to the County of approx. \$155,000.00± per year for 4 years, beginning October, 2003 (assuming a 50% - 50% sharing).

B. Do not consider a sharing of the costs for the transitioning of Fire Service for the Dunbar/Bellevue Enclaves.

Advantages: No expense to the County.

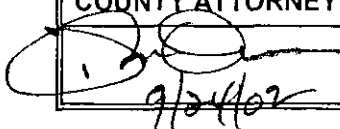
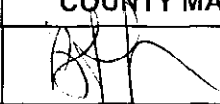
Disadvantages: Places a significant burden on the City of Ft. Myers for the fire service transition which may not be able to be met by the city. Ignores County responsibility to its citizens and its interests in the remaining Tice Fire District by not assisting with the financial viability of the Tice Fire District during the 4 year statutory transition period.


**4. FINANCIAL IMPACTS/FUNDING SOURCE:** Potential for financial impact of approx. \$155,000.00± per year for four years beginning October, 2003 (assuming a 50% - 50% split).

Funding sources unknown at this time; need to be investigated and identified.

**5. STAFF RECOMMENDATIONS, AND JUSTIFICATION:** Staff recommends the investigation and identifying of funds for a sharing of the City's fire services transition costs paid to the Tice Fire District as part of the overall transition of city services to the proposed Dunbar/Bellevue annexed areas.

**6. MANDATED? BY WHAT AUTHORITY?**


COUNTY ATTORNEY	COUNTY MANAGER	MEETING DATE	TIME REQUIRED
 9/24/02		10-7-02	10 MINUTES

 **FILE**

**MEMORANDUM  
FROM THE  
OFFICE OF COUNTY ATTORNEY**

**DATE:** August 5, 2002

**TO:** Honorable Dr. Ann Knight  
Chair, Dunbar Annexation Committee

**FROM:**   
David M. Owen  
Chief Assistant County Attorney

**RE: FIRE SERVICES TRANSITION ISSUES**

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Madam Chair;

Pursuant to directions given from the full Committee at its meeting of July 12, 2002, on Friday, August 2, 2002, staff representatives from the City of Fort Myers, the Tice Fire District and Lee County met to determine any further potential for the Parties' use of an Interlocal Agreement for the transition of fire services from the Tice Fire District to the City of Fort Myers, pursuant to Florida law (Section 171.093(3), F.S.).

At this time, given the City's position with respect to the funds involved and the timing for the transition, it appears that the application of an Interlocal Agreement between the City and the Tice Fire District is not presently viable.

In the alternative, the Parties agree and have elected to now follow Section 171.093(4), F.S. [no Interlocal Agreement for fire service transition], for the City's assumption of fire services for the enclaves if the comprehensive Interlocal Agreement adopted between the City and the County is approved by the governing bodies of each, and ultimately by the selected electorate of the City (either the "single" or "dual" referendum).

At this point in time, the section of the City / County Interlocal Agreement dealing with fire services (Section 5.B.) will simply reflect an additional statement that: "The parties involved in the transition of fire services for the Dunbar and Belle Vue enclaves will follow the provisions of Florida law as set out at Section 171.093(4), F.S., for the transition of fire services from the Tice Fire District to the City of Fort Myers".



Honorable Dr. Ann Knight  
August 5, 2002  
Page 2

**RE: FIRE SERVICES TRANSITION ISSUES**

Additionally, Lee County staff will discuss the financial participation in the fire services transition with the Board of County Commissioners, both individually and collectively prior to the finalizing of the draft of the City / County Interlocal Agreement, to identify the amount and timing of such participation due to impacts to the Tice Fire District for the balance of the unincorporated Lee County area of the District if the annexation of the enclaves is successful. The County's October, 2002 Management & Planning meeting may be the appropriate forum for such collective discussions. I will advise if the Board will entertain the matter on that month's agenda.

DMO/dm

xc: Board of County Commissioners  
Donald D. Stilwell, County Manager  
James Lavender, Director, Public Works Administration  
James G. Yaeger, County Attorney  
Honorable James T. Humphrey, Mayor, City of Fort Myers  
Grant W. Alley, Esq., City Attorney, City of Fort Myers  
Christine Hurley, Director, Community Development, City of Fort Myers  
Chief Richard Chappelle, Fort Myers Fire Department  
Deputy Chief Sam Bissell, Fort Myers Fire Department  
Richard Pringle, Esq., Strayhorn & Strayhorn  
John Ebling, Chairman, District Board, Tice Fire District

(5) A party that has a contract that was in effect for at least 6 months prior to the initiation of an annexation to provide solid waste collection services in an unincorporated area may continue to provide such services to an annexed area for 5 years or the remainder of the contract term, whichever is shorter. Within a reasonable time following a written request to do so, the party shall provide the annexing municipality with a copy of the pertinent portion of the contract or other written evidence showing the duration of the contract, excluding any automatic renewals or so-called "evergreen" provisions. This subsection does not apply to contracts to provide solid waste collection services to single-family residential properties in those enclaves described in s. 171.046.

History.—s. 1, ch. 74-190; s. 22, ch. 85-55; s. 1, ch. 88-92; s. 17, ch. 93-206; s. 2, ch. 93-243; s. 2, ch. 2000-304.

**171.071 Effect in Dade County.**—Municipalities within the boundaries of Dade County shall adopt annexation or contraction ordinances pursuant to methods established by the home rule charter established pursuant to s. 6(e), Art. VIII of the State Constitution.

History.—s. 1, ch. 74-190.

**171.081 Appeal on annexation or contraction.**—No later than 30 days following the passage of an annexation or contraction ordinance, any party affected who believes that he or she will suffer material injury by reason of the failure of the municipal governing body to comply with the procedures set forth in this chapter for annexation or contraction or to meet the requirements established for annexation or contraction as they apply to his or her property may file a petition in the circuit court for the county in which the municipality or municipalities are located seeking review by certiorari. In any action instituted pursuant to this section, the complainant, should he or she prevail, shall be entitled to reasonable costs and attorney's fees.

History.—s. 1, ch. 74-190; s. 3, ch. 78-95; s. 916, ch. 95-147.

**171.091 Recording.**—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days.

History.—s. 1, ch. 74-190.

**171.093 Municipal annexation within independent special districts.**—

(1) The purpose of this section is to provide an orderly transition of special district service responsibilities in an annexed area from an independent special district which levies ad valorem taxes to a municipality following the municipality's annexation of property located within the jurisdictional boundaries of an independent special district, if the municipality elects to assume such responsibilities.

(2) The municipality may make such an election by adopting a resolution evidencing the election and forwarding the resolution to the office of the special district and the property appraiser and tax collector of the county in which the annexed property is located. In addition, the municipality may incorporate its election into the annexation ordinance.

(3) Upon a municipality's election to assume the district's responsibilities, the municipality and the district may enter into an interlocal agreement addressing the orderly transfer of service responsibilities, real assets, equipment, and personnel to the municipality. The agreement shall address allocation of responsibility for special district services, avoidance of double taxation of property owners for such services in the area of overlapping jurisdiction, prevention of loss of any district revenues which may be detrimental to the continued operations of the independent district, avoidance of impairment of existing district contracts, disposition of property and equipment of the independent district and any assumption of indebtedness for it, the status and employee rights of any adversely affected employees of the independent district, and any other matter reasonably related to the transfer of responsibilities.

(4)(a) If the municipality and the district are unable to enter into an interlocal agreement pursuant to subsection (3), the municipality shall so advise the district and the property appraiser and tax collector of the county in which the annexed property is located and, effective October 1 of the calendar year immediately following the calendar year in which the municipality declares its intent to assume service responsibilities in the annexed area, the district shall remain the service provider in the annexed area for a period of 4 years. During the 4-year period, the municipality shall pay the district an amount equal to the ad valorem taxes or assessments that would have been collected had the property remained in the district.

(b) By the end of the 4-year period, or any extension mutually agreed upon by the district and the municipality, the municipality and the district shall enter into an agreement that identifies the existing district property located in the municipality or primarily serving the municipality that will be assumed by the municipality, the fair market value of such property, and the manner of transfer of such property and any associated indebtedness. If the municipality and district are unable to agree to an equitable distribution of the district's property and indebtedness, the matter shall proceed to circuit court. In equitably distributing the district's property and associated indebtedness, the taxes and other revenues paid the district by or on behalf of the residents of the annexed area shall be taken into consideration.

(c) During the 4-year period, or during any mutually agreed upon extension, district service and capital expenditures within the annexed area shall continue to be rationally related to the annexed area's service needs. Service and capital expenditures within the annexed area shall also continue to be rationally related to the percentage of district revenue received on behalf of the residents of the annexed area when compared to the district's total revenue. A capital expenditure greater than \$25,000 shall not be made by the district for use primarily within the annexed area without the express consent of the municipality.

(5) If the municipality elects not to assume the district's responsibilities, the district shall remain the service provider in the annexed area, the geographical boundaries of the district shall continue to include the

annexed area, and the district may continue to levy ad valorem taxes and assessments on the real property located within the annexed area. If the municipality elects to assume the district's responsibilities in accordance with subsection (3), the district's boundaries shall contract to exclude the annexed area at the time and in the manner provided in the agreement.

(6) If the municipality elects to assume the district's responsibilities and the municipality and the district are unable to enter into an interlocal agreement, and the district continues to remain the service provider in the annexed area in accordance with subsection (4), the geographical boundaries of the district shall contract to exclude the annexed area on the effective date of the beginning of the 4-year period provided for in subsection (4). Nothing in this section precludes the contraction of the boundary of any independent special district by special act of the Legislature. The district shall not

levy ad valorem taxes or assessments on the annexed property in the calendar year in which its boundaries contract and subsequent years, but it may continue to collect and use all ad valorem taxes and assessments levied in prior years. Nothing in this section prohibits the district from assessing user charges and impact fees within the annexed area while it remains the service provider.

(7) In addition to any other authority provided by law, a municipality is authorized to levy assessments on property located in an annexed area to offset all or a portion of the costs incurred by the municipality in assuming district responsibilities pursuant to this section. Such assessments may be collected pursuant to and in accordance with applicable law.

(8) This section does not apply to districts created pursuant to chapter 190 or chapter 373.

History.—s. 8, ch. 2000-304; s. 29, ch. 2001-60.

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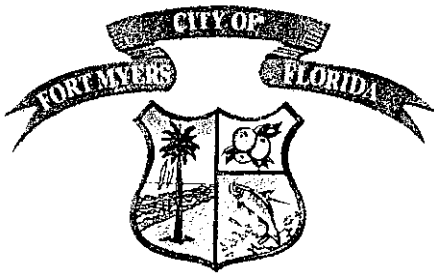
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# City of Fort Myers

June 4, 2002

David Owen  
Chief Assistant County Attorney  
PO Box 398  
Fort Myers, FL 33902-0398

**Subject: Dunbar Annexation; Tice Fire District Transition**

Dear David,

Thank you for your May 17, 2002 letter regarding the City's proposal to you. You requested several pieces of information, which I have outlined below.

<u>Entity</u>	<u>Ad Valorem Rate</u>	<u>Anticipated Tax Receipts</u>
Tice Fire District	2.9 mills	\$312,842.26 ✓
City of Fort Myers	7.7816 mills	\$615,725.26

The anticipated Tax Receipts were calculated based on the taxable and assessed values of the Dunbar and Bellevue enclaves as of April 12, 2002 as provided by Helena McMullen of the Property Appraiser's Office. The details follow.

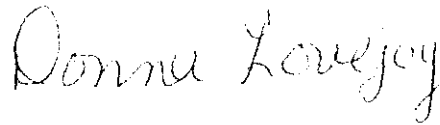
	<u>Taxable Value</u>	<u>Assessed Value</u>
Dunbar	\$16,294,186	\$29,143,846
Bellevue	\$62,831,606	\$78,732,796
Total	\$79,125,792	\$107,876,642

The financial impact of the "non-Interlocal Agreement" option as provided for under Section 171.093, F.S., based on the above data, would be approximately \$1,251,369 (the current anticipated Tax Receipts for 4 years) plus the fair market value of the Fire District's property and indebtedness for the two enclaves. ✓

It should be noted that the taxable and assessed values in both enclaves have dropped since annexation negotiations began.

Please let me know if you need any additional information.


Sincerely,

A handwritten signature in cursive script that reads "Donna Lovejoy".

Donna Lovejoy  
Sr. Budget Analyst

Cc: Mayor Jim Humphrey, City of Fort Myers  
Councilwoman Ann Knight, City of Fort Myers  
Christine Hurley, Director, Community Development, City of Fort Myers  
Sam Bissell, Chief of Operations, City of Fort Myers Fire Department  
Debra Bautista, Finance Director, City of Fort Myers  
Debra Reed, Budget Manager, City of Fort Myers  
Richard Pringle, Attorney for Tice Fire District, Strayhorn & Strayhorn  
John Ebling, Chairman, Board of Fire Commissioners, Tice Fire District



 **FILE**

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (941) 335-2236

Bob Janes  
District One

Facsimile (941) 335-2606

Douglas R. St. Cerny  
District Two

May 17, 2002

Ray Judah  
District Three

Andrew W. Coy  
District Four

Christine Hurley, Community Development Director  
City of Fort Myers  
Post Office Drawer 2217  
Fort Myers, Florida 33902-2217

John E. Albion  
District Five

Donald D. Stilwell  
County Manager

James G. Yaeger  
County Attorney

**BY: FACSIMILE & U.S. MAIL**

Diana M. Parker  
County Hearing Examiner

**RE: DUNBAR / BELLE VUE ANNEXATION;  
TICE FIRE DISTRICT TRANSITION**

Dear Christine:

County staff have recently had the opportunity to meet and discuss the above matter and the City's April 11, 2002 letter proposal from Sam Bissell, Deputy Fire Chief, to me.

As the result of that meeting, staff is of the collective opinion that the terms and conditions as outlined in the City's April 11, 2002 letter are not acceptable to the County, and will not be suggested or recommended to the Board of County Commissioners.

In the alternative, could you, through Donna Lovejoy and representatives from the Tice Fire District, confirm for us the dollar amount that would correspond to the ad valorem sum that the Tice Fire District would be entitled to from the City if we were to follow the statutory formula as set out in Section 171.093(4) and (6), F.S. (attached)?

Also, could you confirm the current ad valorem rates for fire service for both the Tice Fire District and the City of Fort Myers?

Without rushing to judgment, I believe that this may be a good time for all parties to evaluate the mechanics and financial implications of the "non-Interlocal Agreement" option as provided for under Section 171.093, F.S..

DUNBAR ANNEX TRANSITION ISSUES.hurley2.wpd

Christine Hurley, Community Development Director  
May 17, 2002  
Page 2

**RE: DUNBAR / BELLE VUE ANNEXATION;  
TICE FIRE DISTRICT TRANSITION**

A short spread sheet with the financial information would be both very helpful and appreciated. Please call if you have any questions or desire further guidance.

As always, your generous assistance as we proceed with the issues concerning the City / County Dunbar Enclaves Annexation Transition Interlocal Agreement, is greatly appreciated.

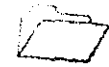
Cordially,



David M. Owen  
Chief Assistant County Attorney

DMO/dm  
Enclosure

xc: James G. Yaeger, County Attorney  
Andrea R. Fraser, Assistant County Attorney  
Donald D. Stilwell, County Manager  
Bruce Loucks, Assistant County Manager  
Antonio Majul, Director, Budget Services  
James Lewin, Senior Budget Analysis, Budget Services  
Honorable James T. Humphrey, Mayor, City of Fort Myers  
Dr. Ann Knight, Councilwoman, Ward #3, Fort Myers City Council  
Grant W. Alley, Esq., City Attorney, City of Fort Myers  
Donna Lovejoy, Senior Budget Analyst, City of Fort Myers  
John Ebling, Chairman, Tice Fire District Board  
Richard Pringle, Esq., Strayhorn & Strayhorn

 **FILE**

MEMORANDUM  
FROM THE  
OFFICE OF COUNTY ATTORNEY

DATE: April 23, 2002

TO: Board of County Commissioners

FROM: 

David M. Owen  
Chief Assistant County Attorney

RE: DUNBAR / BELLEVUE ENCLAVES ANNEXATION;  
TICE FIRE DISTRICT TRANSITION ISSUES

Gentlemen;

As part of the continuing and on-going process for the development of an Interlocal Agreement between the City of Fort Myers and Lee County for the Dunbar Annexation, and in anticipation of the City of Fort Myers taking this matter to referendum next March (2003), certain remaining matters are in the final phases of being addressed.

One of these matters relates to the transition of the Tice Fire District from the potentially annexed enclaves over a time period as either established by agreement by the parties, or by general law.

At one of the recent Dunbar Annexation "Subcommittee" meetings for the fire service component, a proposal was tendered by the City of Fort Myers through its fire department for a financial resolution to the transition that would keep the Tice Fire District solvent and able to provide adequate fire service to the remainder of the District, which would then become solely unincorporated areas of the County. The April 11, 2001 letter to me from Sam Bissell, City of Fort Myers Deputy Fire Chief, is attached for your review and consideration.

I recognize that in the past, the Board has indicated that it was not inclined to participate financially in the Tice Fire District transition in the same manner that the Board is participating with the City on the other transition issues for the enclaves' infrastructure being brought up to County "core" standards.



Board of County Commissioners  
April 23, 2002  
Page 2

**RE: DUNBAR / BELLEVUE ENCLAVES ANNEXATION;  
TICE FIRE DISTRICT TRANSITION ISSUES**

However, and as the result of evaluating the information provided, I am respectfully requesting that County staff have an opportunity to discuss this issue with you further. I will set up individual briefings with you to be attended by relevant staff in order to explore County financial participation in the Tice Fire District transition.

Your indulgence in this matter is greatly appreciated.

DMO:dm  
Attachment

xc: James G. Yaeger, County Attorney  
Andrea R. Fraser, Assistant County Attorney  
Donald D. Stilwell, County Manager  
James Lavender, Director, Public Works Administration  
Antonio Majul, Director, Budget Services



## *City of Fort Myers*

April 11, 2002

David Owen  
Chief Assistant County Atty.  
PO Box 398  
Fort Myers, FL 33902-0398

Subject: Dunbar Annexation; Fire Service Subcommittee

Dear David,

As you are aware the City of Fort Myers has been unsuccessfully negotiating with the Tice Fire District with regards to the proposed Dunbar / Bellevue Annexation for some time. I have attached a copy of a brief synopsis of the history of the Sub Committee meetings to assist you. The Tice Fire District is in need of additional financial assistance to help them stay solvent. The insolvency issue in no way impacts the citizens of the City of Fort Myers or the residents of the proposed annexed areas, but does impact the remaining unincorporated Lee County residents that are protected by the Tice Fire District. It is for this reason that the City would like to propose another alternative that would require the County offering some financial support. The proposal is outlined as follows:

Year One: The Tice Fire District stays in tact and through Interlocal agreement continues to provide fire protection services to the annexed areas of Dunbar and Bellevue. Lee County agrees to pay the Tice Fire District an amount equal to the ad valorem that will be lost due to the annexation (approximately \$360,000).

Year Two: The City agrees to pick up no fewer than 6 and no more than 9 firefighters from the Tice District to coincide with the opening of the City's next fire station and the closing of the Tice District Edison Avenue station. The City will also pay the Tice District the difference between the total ad valorem they would have received and the cost of the new firefighters. The County agrees to pay the Tice District an amount equal to the cost of the Tice Firefighters that the City absorbed making the Tice District whole. It is estimated that the cost of 6 firefighters is approximately \$209,330. Therefore, the County would pay Tice \$209,330 and the City would pay Tice \$150,670.

Year Three: The City agrees to pay Tice the difference between the total ad valorem they would have received and the cost of the absorbed Tice District firefighters from year 1. The County agrees to pay the Tice District an amount equal to the cost of the Tice Firefighters that the City absorbed making the Tice District whole. It is estimated that the cost of 6 firefighters is approximately \$219,797. Therefore, the County would pay Tice \$219,797 and the City would pay Tice \$140,203 assuming no increase in taxable value.

Year Four: The City agrees to pay Tice the difference between the total ad valorem they would have received and the cost of the absorbed Tice District firefighters from year 1. The County agrees to pay the Tice District an amount equal to the cost of the Tice Firefighters that the City absorbed making the Tice District whole. . It is estimated that the cost of 6 firefighters is approximately \$226,390. Therefore, the County would pay Tice \$226,390 and the City would pay Tice \$133,610 assuming no increase in taxable value.

This option allows the Tice District to remain whole for 4 years allowing them the time needed to restructure and pursue other opportunities to prevent them from becoming insolvent.

The City respectfully requests that you present this additional option to the County Commissioners for their consideration.

Sincerely,



Sam Bissell  
Deputy Fire Chief

Cc: Mayor Jim Humphrey., City of Fort Myers  
Councilwoman Ann Knight, City of Fort Myers  
Christine Hurley, Director, Community Development, City of Fort Myers  
Donna Lovejoy, Sr. Budget Analyst, City of Fort Myers  
Sam Bissell, Chief of Operations, City of Fort Myers Fire Department  
Richard Pringle, Attorney for Tice Fire District, Strayhorn & Strayhorn  
John Ebling, Chairman, Board of Fire Commissioners, Tice Fire District

## Tice Fire District Negotiations Executive Summary

### History

On February 15, 2001 Christine Hurley (Community Development Director, City of Fort Myers), Grant Alley (City Attorney, City of Fort Myers), David Owen (Chief Assistant County Attorney, Lee County) and Richard Pringle (Attorney for Tice Fire District, Strayhorn & Strayhorn) met to discuss different options which could be explored in trying to reach resolution of outstanding issues regarding the downsizing of the Tice Fire District if the Dunbar and Bellevue Enclaves were successfully annexed.

On April 5, 2001 David Owen sent Richard Pringle a letter providing a synopsis of 3 plausible scenarios for the transitioning of the Tice Fire District from providing fire service to the annexed enclaves pursuant to the City's Special Act through the contemplated Interlocal Agreement between the City and the County. These options were meant as a starting point for negotiations between the parties.

At the May Dunbar/Bellevue Annexation Committee Meeting, a sub-committee was established to review the 3 proposals and come up with other alternative options to facilitate the transition of fire service from the Tice Fire District to the City of Fort Myers following annexation. Committee members are:

Donna Lovejoy, Sr. Budget Analyst, City of Fort Myers  
Sam Bissell, Chief of Operations, City of Fort Myers Fire Department  
Grant Alley, City Attorney, City of Fort Myers  
Richard Pringle, Attorney for Tice Fire District, Strayhorn & Strayhorn  
John Ebling, Chairman, Board of Fire Commissioners, Tice Fire District  
Eric Ducrou, Vice President, SW Florida Professional Firefighters &  
Paramedics Local #1826 IAFF, Inc.  
Alan Crump, District Vice President, Tice Fire District  
Rick Reynolds, Assistant Fire Chief, Tice Fire District

David Owen, Tony Majul and Sue Gilpin of Lee County were invited to be sub-committee members but declined.

The sub-committee met several times and developed a 4<sup>th</sup> option which is outlined as follows:

1. Year One -- The City agrees to hire as few as 6 and as many as 9 firefighters to coincide with the opening of the Fire Station (Fort Myers) and closing of the Edison Avenue Station (Tice) in April 2003. The City agrees to pay Tice the full value of the ad valorem they will lose as a result

of annexing the Dunbar and Bellevue Enclaves at an estimated cost of \$360,000.00.

2. Year Two -- The City agrees to pay Tice the difference between the lost ad valorem and the cost of the 9 firefighters hired by the City at an estimated cost of \$36,554.
3. Year Three -- The City agrees to pay Tice the difference between the lost ad valorem and the cost of the 9 firefighters hired by the City at an estimated cost of \$26,799.
4. Year Four -- The City agrees to pay Tice the difference between the lost ad valorem and the cost of the 9 firefighters hired by the City at an estimated cost of \$16,739.

Richard Pringle presented all 4 working options to the Tice Fire Commissioners at their November meeting. None of the options were formally approved or eliminated. Option 4 received mixed review.

At the most recent Sub-Committee meeting Richard Pringle voiced a concern that the Tice district was looking for a longer commitment from the City. He rationalized that Tice is currently receiving 2.9 mils and the City Fire expenses equate to 2.9 mils. City staff explained that while the overall cost of fire protection is about 2.9 mils for the City, the feeling of current fire administration is that the Dunbar and Bellevue enclaves, which are protected by Tice, can be absorbed by existing city fire staff at no additional cost.