

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

Blue Sheet No. 20030927

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Consider, approve and authorize Chairman on behalf of the Board, to execute a Lease Agreement with the City of Fort Myers for the rental and occupancy of the County's new "Building Inspectors and Code Enforcement Building" ("Building") at 1735 Hendry Street, Fort Myers.

**WHY ACTION IS NECESSARY:** Provides a Lease Agreement for the payment for the long term use of the first floor of the new Building by the City of Fort Myers.

**WHAT ACTION ACCOMPLISHES:** Provides for payment for occupancy in the Building by the City of Fort Myers Building Department and Code Enforcement staff.

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

*A2A*

**3. MEETING DATE:**

*08-19-2003*

**4. AGENDA:**

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

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

- STATUTE CH.163, F.S.
- ORDINANCE
- ADMIN. CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Construction & Design
- C. DIVISION
- BY: Ayoub Al-Bahou for  
James Lavender,  
Director, Public Works

**7. BACKGROUND:**

The City of Fort Myers desires to relocate its Building Department from its existing space, which has become inadequate. Lee County is constructing a new building to replace the existing Code Enforcement / Building Inspectors Building which has outlived its useful life. The City of Fort Myers will occupy the first floor of the new building. In return, the City of Fort Myers will make lease payments to Lee County for a period of thirty (30) years, which when paid, will meet the cost of the first floor and "working space".

(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
<i>8/4/03</i> <i>[Signature]</i>	N/A	N/A	N/A	<i>[Signature]</i> <i>8/6/03</i>	<i>Appm</i> 8/7/03	OA 8/7/03	OM 8/7/03	RISK 8/7/03	GC 8/7/03 <i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY  
COUNTY ADMIN *CA*  
*8/10/03*  
COUNTY ADMIN  
FORWARDED TO *[Signature]*  
*8/10/03*

**BACKGROUND:** (Continued)

~~On March 19, 2002, the City and the County entered into an Interlocal Agreement for the "Construction and Occupancy of the County's new Building Inspectors and Code Enforcement Building", which contained as an exhibit, a proposed Lease for the City's payment for its use of the facility and payment of its pro-rata share of the costs for its construction.~~

~~The Lease terms have been brought current and provisions made for a payment schedule for the "rent" to recover the pro-rata cost of the structure (See: Exhibit C to the Lease).~~

~~Also included are provisions for the City's payment of its pro-rata costs for services provided (See: Paragraphs III (2) and VI of the Lease) while occupying the Building.~~

Other salient points are these:

1. The total, not to exceed cost to the City is \$2,457,927.60.
2. The term of the Lease is thirty (30) years.
3. Customer parking at the Building is shared with the County, but forty (40) identified spaces are provided to the City for its customer use.
4. The Lease is "exclusive" to the City (that is, no subletting except to other City departments).
5. The City may terminate the Lease for its convenience, but if they do so, the balance due for the total construction cost will be accelerated and paid pursuant to a formula (See: Paragraph XXI).

**BOARD OF COUNTY COMMISSIONERS**

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

Facsimile (239) 335-2606

Bob Janes  
*District One*

Douglas R. St. Cerny  
*District Two*

Ray Judah  
*District Three*

Andrew W. Coy  
*District Four*

John E. Albion  
*District Five*

Donald D. Stilwell  
*County Manager*

James G. Yaeger  
*County Attorney*

Diana M. Parker  
*County Hearing Examiner*

August 4, 2003

Christine Hurley, Director  
Department of Community Development  
City of Fort Myers  
2200 Second Street  
Fort Myers, Florida 33901

**BY: HAND DELIVERY**

**RE: COUNTY / CITY LEASE FOR FIRST FLOOR OF THE  
NEW COUNTY "BUILDING INSPECTORS AND CODE  
ENFORCEMENT" BUILDING**

Dear Christine:

Further to our meeting of July 15, 2003 and those discussions, I am providing you with four (4) originals of the proposed Lease for City Council's consideration at its regular meeting of August 18, 2003.

I have revised the Agreement at Paragraph II to reflect the total, not to exceed cost to the City (\$2,457,927.60), and the incorporation of Exhibit "C" (the July 15, 2003 Lee County spread sheet and amortization schedule for the City's rent payments based on the then-available amount of \$2,405,172.00) for the City's rent payments for the thirty-year term of the lease.

All other terms remain the same as the March 19, 2002 Exhibit to the Interlocal Agreement for the construction and occupancy of the new building.

Upon City Council's approval of the Lease at its Monday evening, August 18, 2003 regular meeting, the Board of County Commissioners will take up the consideration of the Lease the following morning, at its regular meeting of Tuesday, August 19, 2003.

CITY-COUNTY NEW CODES BLDG.hurley.wpd

Christine Hurley, Director  
August 4, 2003  
Page 2

**RE: COUNTY / CITY LEASE FOR FIRST FLOOR OF THE  
NEW COUNTY "BUILDING INSPECTORS AND CODE  
ENFORCEMENT" BUILDING**

Please advise if you have any matters of concern prior to the City's action on August 18<sup>th</sup>. County staff will be pleased to attend that meeting.

Cordially,

A handwritten signature in black ink, appearing to read "David M. Owen", with a stylized flourish at the end.

David M. Owen  
Chief Assistant County Attorney

DMO/dm  
Enclosures

xc: James G. Yaeger, County Attorney  
Donald D. Stilwell, County Manager  
James Lavender, Director, Public Works Administration  
Ayoub Al-Bahou, Project Manager, Planning & Construction  
Richard Beck, Director, Facilities Management

## LEASE

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
POST OFFICE BOX 398  
FORT MYERS, FLORIDA 33902-0398

**THIS LEASE AGREEMENT**, is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between **LEE COUNTY**, a political subdivision of the State of Florida, party of the first part, hereinafter called the Lessor, and the **CITY OF FORT MYERS**, acting by and through the Mayor and City Council, a municipal corporation of the State of Florida, party of the second part, hereinafter called the Lessee.

### WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in Lee County, Florida, described as the first floor and pro-rated parking of the structure and parking lot, respectively, as described further herein and by Exhibit A, attached hereto, which shall constitute an aggregate area of approximately fifteen thousand (15,000) square feet of space measured in accordance with the American National Standard Z65.1 - 1991 as published by the Building Owners and Managers Association International, at a rate to be paid monthly as rent based upon Lessor's pro-rata share of the costs for the design and construction of the demised premises, not to exceed

\$2,457,927.60 (Exhibit B), which includes all sales taxes, if applicable. The Lessor shall also provide forty (40) identified "on-site" parking spaces for the non-exclusive use of the Lessee as part of this Lease Agreement.

**I. TERM**

**TO HAVE AND TO HOLD** the above described premises for a term of thirty (30), years commencing on the 15th day of September, 2003, through and including the 15th day of September, 2033.

**II. RENT**

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this Lease. The Lessee agrees to pay the Lessor the total sum, not to exceed Two Million, Four Hundred Fifty-Seven Thousand, Nine Hundred Twenty-Seven Dollars and 60/100 (\$2,457,927.60) for the use of the premises for the term of this Lease, and pursuant to the payment schedule attached as Exhibit C, hereto, which is drafted for a total sum of \$2,405,712.00, which may be revised upon the completion of the project. In no event, will the Lessor be responsible for more than \$2,457,927.60, total rent. The rent shall be paid to the Lessor at: Lee County Finance, 2115 Second Street, P.O. Box 398, Fort Myers, Florida 33902-0398. Payments not made within thirty (30) days of the due date will be charged a penalty of one percent (1%) per month on the amount due until paid.

**III. HEATING, VENTILATION, AIR CONDITIONING ("HVAC") AND JANITORIAL SERVICES**

1. The Lessor agrees to furnish to the Lessee, heating, ventilation and air conditioning services and maintain the necessary equipment in satisfactory operating

condition at all times for the leased premises during the term of the Lease at the sole expense of the Lessor.

2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies for the leased premises during the term of the Lease. Lessee's pro-rata cost for janitorial service is \$1.85 per square foot per year, initially, and as it may be further revised from time to time.

3. The Lessor will provide the Lessee with wiring and data outlets for computers for access to the County and City "networks".

#### **IV. LIGHT FIXTURES**

1. a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.

b. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

2. The Lessor certifies that the lighting levels within the demised premises are maintained at a minimum level of: 10 footcandles in halls and corridors; 30 footcandles in other public areas; 60 to 70 footcandles in enclosed office and conference rooms.

#### **V. MAINTENANCE AND REPAIRS**

1. The Lessor shall provide for interior maintenance and repairs, and replacement of interior equipment (excluding the Lessee's furniture and partitions), as may be necessary due to normal usage. The Lessee shall, during the term of this Lease, keep the interior of the demised premises in as good a state of repair as good as it was at the time of the commencement of this Lease; reasonable wear and tear and unavoidable

casualties, excepted. All locks and keys to the Building are the Lessor's property and responsibility. Lessee shall not change any locks for its facilities without prior written consent from the Lessor.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this Lease to include, but not be limited to, roof repairs, parking areas and common public access areas / facilities, and shall be responsible for the replacement of any windows broken or damaged in the demised premises, except such breakage or any other damage caused to the exterior of the demised premises by the Lessee.

#### **VI. UTILITIES**

The Lessee shall bear at its cost, its proportionate share of the costs for solid waste collection and disposal (\$0.14 per square foot, per year, as it may be revised from time to time), electric power (\$2.19 per square foot, per year, as it may be revised from time to time) water and sewer service (\$1.12 per square foot, per year, as it may be revised from time to time) and security (\$6,310.44 per year). Telephone services, and any other services provided to the demised premises occupied by Lessee shall be paid by Lessee at its sole expense.

#### **VII. HANDICAPPED STANDARDS, ALTERATIONS AND SIGNAGE**

1. The Lessor certifies that the demised premises conforms to all access standards pursuant to the requirements of Sections 255.21 and 255.211, Florida Statutes and all ADA and ADAAG requirements (Exhibit D).

2. The Lessee shall have the right to make alterations at its expense, in and to



the demised premises during the term of this Lease upon first having obtained the written consent of the Lessor. The Lessor shall not unreasonably withhold consent to any reasonable alterations as requested by the Lessee.

3. All external signage shall be provided exclusively by the Lessor. Internal signage for the Lessee's operations may be provided by the Lessee at its expense, upon written consent and approval from the Lessor, such consent and approval not to be unreasonably withheld.

#### **VIII. INJURY OR DAMAGE TO PROPERTY ON PREMISES**

All personal property of any kind that may be used or maintained by the Lessee on the demised premises during the continuancy of this Lease shall be at the sole risk of the Lessee. Except for negligence of the Lessor, the Lessor shall not be liable to the Lessee or to any other person for any injury, loss or damage to property or persons either on or within the Lessee's demised premises, except for those common areas maintained by the Lessor.

#### **IX. FIRE AND OTHER HAZARDS**

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may repair the damage to the demised premises at its own cost and expense. The rental thereon by Lessee shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction. Should the premises be only partly destroyed so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or

damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as quickly as is practicable and upon the completion of such repairs, the full rental shall commence and the Lease shall then continue for the balance of the term.

2. The Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshall and all applicable City of Fort Myers fire codes and standards. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshall, prior to occupancy by the Lessee, and at any reasonable time thereafter.

3. The Lessor certifies that no asbestos was used in the construction of the demised premises.

#### **X. SUITABILITY FOR USE**

The Lessor represents that the premises are fit for the conduct of the governmental business of the Lessee. The Lessor further represents that the premises are in compliance with all statutes and laws, federal, state, or local, applicable to the intended use of the premises by both the Lessor, Lessee and their respective customers. If the legal interpretation of any such existing statute or law by a person or court of competent jurisdiction, or the enactment of any new statutes or laws that, in the substantiated opinion of the Lessee, results in a material interference with the peaceful entry or occupation of the demised premises, or any portion thereof, then at the option of the Lessee, the Lessee may void this Lease prior to entry and occupation, or entitle the Lessee, after entry and occupation, to terminate this Lease by giving sixty (60) calendar days notice to the Lessor

of the Lessee's intention to do so, and, if within the sixty (60) calendar day notice by Lessee, Lessor fails to acknowledge and initiate a cure for any such defect(s) as articulated by Lessee as the result of the interpretations of, or changes in law, which gave rise to Lessee's notice of termination.

#### **XI. EXPIRATION OF TERM**

At the expiration of the Term, the Lessee will peaceably yield up the demised premises in good and tenantable repair. It is understood and agreed between the Parties that the Lessee shall have the right to remove from the premises, all of the personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by Lessee, provided that the Lessee restores the premises to as good a state of repair as they were prior to such removal.

#### **XII. SUBLETTING AND ASSIGNMENT**

Due to the nature of the funding for the construction of the demised premises, the Lessee shall not have the right to sublet any part of the demised premises, or to assign any part of the demised premises to any third party for the term of this Lease. This restriction shall not apply to any of Lessee's internal departments or divisions so long as the activities are consistent with governmental office business. Any such changes to Lessee's occupancy shall be made only upon the prior written consent of the Lessor; such consent not to be unreasonably withheld. This Lease is solely for the benefit of Lessor and Lessee to conduct and provide for its respective public business.

#### **XIII. WAIVER OF DEFAULTS**

The waiver by the Lessor of any breach of this Lease by the Lessee shall not be

construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

#### **XIV. RIGHT OF LESSOR TO INSPECT**

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making repairs as required under the terms of this Lease.

#### **XV. BREACH OF COVENANT**

These presents are upon this condition, that, except as provided in this Lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass, and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of all rent due and payable by Lessee or for any breach of the Lessee's covenants herein contained.

#### **XVI. ACKNOWLEDGMENT OF ASSIGNMENT**

The Lessee, upon the request of the Lessor shall execute any acknowledgment(s) or assignment(s) made by the Lessor to any third party, provided that the Lessor will not make such request unless required to do so by the third party.

## **XVII. TAXES, LIABILITY INDEMNIFICATION AND INSURANCE**

1. The Lessor shall pay all applicable real estate taxes, lawfully levied assessments and fire insurance premiums on the demised premises, as may be applicable. The Lessee shall not be obligated to carry fire insurance on the leased premises or on the property of the Lessor or on any other personal property of the Lessor which may now or thereafter be placed on the demised premises by the Lessor. The Lessor shall not be liable for damages to or theft of the personal property or fixtures belonging to the Lessee which are located on and/or in the rental property.

2. To the extent permitted for governmental entities under Section 768.28, F.S., 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 fees incurred by the Lessor in the defense thereof, for injuries to persons or damage to property arising out of Lessee's negligent use of the premises asserted by third parties against the Lessee, Lessee's employees, agents or invitees, and from any and all injury or damage done by any of them to the demised premises. The Lessee shall not be liable for any claims or demands of any kind arising out of the Lessor's negligent acts or those of its employees, agents or invitees. The Lessee and the Lessor make no other waiver of their rights of sovereign immunity as provided by Florida law for governmental entities.

3. The Lessor agrees, covenants, certifies and represents to the Lessee that no portion of the rent payable pursuant to Article II of this Lease Agreement includes, represents, is based on, or is attributable to any commission or fee which is paid or is payable by Lessor as the result of Lessor's having utilized or contracted for the services of any real estate broker, salesman, agent or firm in any aspect of Lessor's dealings or any



## **XX. RENEWAL**

The Lessee is hereby granted the option to renew this Lease for one renewal period for an additional thirty (30) years upon the same general terms and conditions (excluding the rent, which shall be negotiated by the Parties based upon the prevailing rents for similar space at the time of the renewal). The Parties, at the time of renewal, may also address modifications to any of the general terms and conditions of the Lease as may be appropriate so as to bring the Lease current with existing conditions. If the Lessee desires to renew this Lease under the provisions of this Article, it shall give the Lessor written notice thereof twelve (12) months prior to the expiration of the original term as provided in Article I of this Lease.

## **XXI. TERMINATION FOR LESSEE'S CONVENIENCE**

The Lessee shall have the right to terminate this Lease for its convenience upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested. However, if Lessee elects to so terminate this Lease under this provision, the Lessor shall have the right to demand and accelerate the remaining lease payments for the remainder of the duration of the lease comprising the full balance due as set out at Part II., "Rental", herein. Such balance to be paid by Lessee to the Lessor upon demand, within three hundred sixty-five (365) days from Lessee's date of termination.

In the alternative, and if following the vacation of the demised premises by the Lessee, the Lessor has the opportunity to re-let said vacated space to another tenant or convert the space to the Lessor's use within the time provided for payment of the accelerated Lease payments hereunder, the Lessee will only be obligated to pay to the

Lessor on an annual basis, the difference between the rent payments pursuant to the new tenant's Lease, and the fair market rental for the space as determined by an independent third party as retained by the Lessor (whether it is utilized by (a) subsequent tenant(s) or the Lessor), should such established fair market value be less than the Lessee's rent payment obligations under this Lease. Said difference shall be paid by the Lessee until such time as the fair market rental value of the Lessee's vacated space is equal to or exceeds the original annual payments as set out herein.

## **XXII. NOTICES AND INVOICES**

All notices required to be served upon the Lessor shall be served by Hand Delivery or U.S. Mail, Certified, Return Receipt Requested, to the Office of the Director of Public Works, 1500 Monroe Street, P.O. Box 398, Fort Myers, Florida 33902-0398, with a copy to the County Attorney. All notices required to be served upon the Lessee shall be served by Hand Delivery or U.S. Mail, Certified, Return Receipt Requested, to the Office of the Clerk of the City of Fort Myers, 2200 Second Street, P.O. Drawer 2217, Fort Myers, Florida 33902-2217 with a copy to the City Attorney.

## **XXIII. CONTACTS**

For purposes of this Agreement, the Lessor's representative shall be the Lee County Public Works Director, his (her) designee(s) and successor(s), and the Lessee's representative shall be the City of Fort Myers Community Development Director, her (his) designee(s) and successor(s).



#### **XXIV. DEFINITION OF TERMS**

(a) The terms "Lease", "Lease Agreement", or "Agreement" shall be inclusive of each other and shall also include any renewal, extensions or modifications of this Lease.

(b) The terms "Lessor" and "Lessee" shall include the heirs, successors and assigns of the Parties hereto.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

(d) All gender references in this Agreement are intended to be construed as being gender neutral.

#### **XXV. WRITTEN AGREEMENT**

This Lease contains the entire Agreement between the Parties hereto and may be modified only by a formal approval by the Board of County Commissioners with the concurrent approval to such modification by the Lessee, in writing, adopted with the same formalities as this instrument.

#### **XXVI. AMENDMENT**

This Lease Agreement may only be amended in writing and duly executed by the Lessee and the Lessor with the same formalities as this original Lease.

#### **XXVII. CONSTRUCTION**

This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

#### **XXVIII. DEFAULT**

If the Lessor or the Lessee shall fail to perform or observe any of the material



which may be imposed upon on or incurred by or asserted against the Lessee by reason of any claim by any person for any damage to persons or property occurring as the direct result of the Lessor's construction and/or operation of the leased premises. The Lessor shall have the right to contest the validity of any and all such claims and to defend, settle and compromise any and all such claims of any kind or character and by whomsoever claimed, in the name of the Lessee, as the Lessor may deem necessary, provided that the expense thereof shall be paid by the Lessor. Notwithstanding the above, the Lessor shall not be liable to, in any manner, nor be required to hold the Lessee harmless, for any of the Lessee's own negligent acts or omissions in the performance of its obligations under this Lease Agreement. The Lessee shall hold the Lessor harmless, and indemnify the Lessor from the Lessee's negligent acts or omissions, to include the acts or omissions of the Lessee's employees, agents or invitees with respect to the Lessee's performance under this Lease Agreement. For purposes of this paragraph, neither Lessor nor Lessee have, or can be construed or interpreted to have waived its right of sovereign immunity or increased its limits of liability as set forth in Section 768.28, Florida Statutes, as it may be amended or renumbered from time to time.

#### **XXXII. REVIEW OF BOOKS AND RECORDS**

It is understood and agreed to by the Parties hereto, that either Party shall have reasonable access to the books, records and accounts of the other Party, its agents or designees for the purpose of fulfilling any of their obligations under this Lease.

#### **XXXIII. LESSOR'S ABANDONMENT OF THE DEMISED PREMISES**

If, during the term of this Lease or any extension thereto, the Lessor ceases to

utilize the premises for its governmental business, or declares the premises surplus and abandons or sells same, Lessor shall provide the Lessee with three hundred sixty-five (365) days written notice prior to the actual vacation or sale of the premises. Following such notice and vacation or sale of the premises, this Agreement shall then become null and void, and be of no further force or effect with respect to both Lessor and Lessee.

**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.

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

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

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

By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

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

ATTEST:

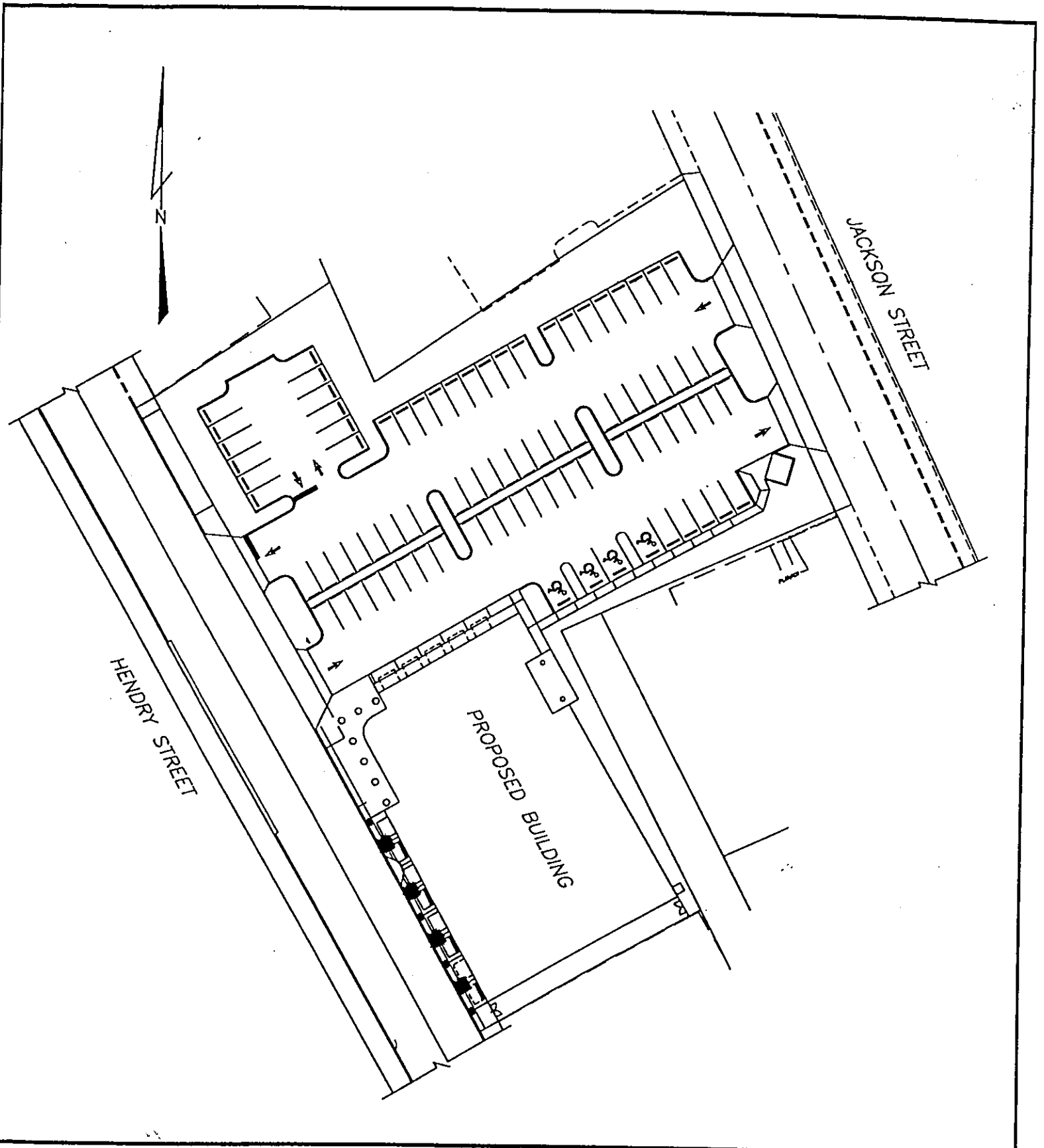
By: \_\_\_\_\_  
City Clerk

**LESSEE,**  
CITY OF FORT MYERS

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney



LEE COUNTY DEVELOPMENT SERVICES / COMMUNITY DEVELOPMENT  
BUILDING INSPECTOR / CODE ENFORCEMENT BUILDING

EXHIBIT A

**Project: Lee County 2001 - License - Inspections**

#####				
code	DESCRIPTION	ESTIMATE	ACTUAL	FLOOR 1
01-010	Plans/Documents	5,500.00	4,435.50	\$1,478.50
01-011	Architect/Engineer	0.00		
01-012	Builders Risk Insurance	23,612.00	11,891.00	\$3,963.67
	P & P Bond	50,760.00	50,110.00	\$16,703.33
	GL Insurance	11,260.00	8,480.00	\$2,826.67
01-040	Supervision	109,200.00	88,882.40	\$29,627.47
01-050	Field Eng/Survey & Layout	8,800.00	1,425.00	\$475.00
01-065	Impact Fees	0.00		
01-066	Utility Connection Fees	0.00		
01-220	Safety	6,000.00	3,713.02	\$1,237.67
01-500	Field Office/Storage	3,500.00	1,376.58	\$458.86
01-510	Temp Job Utilities	14,000.00	2,920.03	\$973.34
01-520	Temp Construction	12,000.00	53.16	\$17.72
01-525	Trash Removal	23,000.00	15,054.00	\$5,018.00
	Trash Chute	3,000.00		\$0.00
01-530	Barriers/Enclosures	3,500.00	3,500.00	\$1,166.67
01-540	Security	15,000.00		\$0.00
01-580	Project ID/Signage	1,200.00	992.16	\$330.72
01-600	Material & Equipment	17,000.00	7,752.76	\$2,584.25
01-610	Misc Temp Labor	20,000.00	15,186.45	\$5,062.15
01-700	Final Cleaning	15,750.00		\$0.00
01-710	Contract Closeout/Docs	10,000.00		\$0.00
02-000	SITE WORK	109,500.00	14,000.00	\$4,666.67
02-010	Standard Soil Tests	0.00		\$0.00
02-050	Demolition	43,200.00		\$0.00
	Demo Asphalt and Concrete Site	5,000.00		\$0.00
	Demo and Remove UG Tanks	10,000.00		\$0.00
02-100	Site Preparation	0.00		
02-200	Fill & Grading	0.00		
	Rock Removal & Fill Replacement	15,000.00	9,051.64	\$3,017.21
02-220	Soil Pre-treatment	1,350.00	1,350.00	\$450.00
02-500	Paving & Surfacing	0.00		
02-510	Concrete Walks	3,750.00		\$0.00
	Site Pavers - Exterior only	12,185.00	225.00	\$75.00
02-600	Water/Sewer Systems	0.00		
	Water Line	27,400.00	23,460.00	\$7,820.00
	Sewer Tap @ Hendry Street	950.00		\$0.00
	Communications Duct	30,000.00	26,250.00	\$8,750.00
	Repave Hendry Street	0.00		\$0.00
	Storm Drainage	16,000.00		\$0.00
	Zurn Trench Drain Substitution	12,000.00	7,240.00	\$2,413.33
02-700	Site Electrical Distribution	0.00		
02-710	Site Lighting/Poles/Fixtures	0.00		
	Decorative Street Lites at Hendry Street (4)	2,000.00		\$0.00
02-800	Misc. Site Improvements - Benches	0.00		\$0.00
	Monument Sign at Hendry St.	3,500.00		\$0.00
02-810	Fences/Gates	700.00		\$0.00
02-850	Dumpster Enclosure	4,500.00		\$0.00
02-900	Landscaping/Irrigation	44,950.00		\$0.00
	Tree Grates at Hendry Sidewalk	0.00		\$0.00

**Project: Lee County 2001 - License - Inspections**

code	DESCRIPTION	ESTIMATE	ACTUAL	FLOOR 1
02-910	Well/Pumps	0.00		
03-100	Concrete/Masonry/with Utility Brick	746,377.00	746,349.86	\$248,783.29
03-400	Pre-cast concrete	0.00		
	Headers - Sills - Columns	155,000.00	138,297.98	\$46,099.33
	Building Base and Extended Cornice Frame	92,700.00	81,140.00	\$27,046.67
05-100	Structural Steel w/Stairs	390,848.00	390,800.92	\$130,266.97
	Galv. Shelf Angle	0.00		\$0.00
	Steel Ladders	2,500.00		\$0.00
05-400	Metal Stud Systems	93,840.00	73,794.00	\$18,448.50
05-520	Handrails & Railings - Aluminum	15,500.00	4,554.60	\$1,518.20
06-050	Fasteners & Adhesives	7,500.00	1,265.82	\$421.94
06-100	Rough Carpentry	7,500.00	911.42	\$303.81
06-200	Finish Carpentry	18,110.00	0.00	\$0.00
07-100	Waterproofing - Karnac	10,000.00	10,000.00	\$3,333.33
07-200	Insulation	25,431.00	25,059.00	\$8,353.00
	Isonene at Floors	3,200.00	3,200.00	\$1,066.67
07-250	Fireproofing	10,800.00	10,500.00	\$3,500.00
07-530	Membrane Roof - Lightweight Concrete	89,000.00	80,525.00	\$26,841.67
07-620	Sheet Metal Flashing/Trim	5,000.00		\$0.00
07-720	Roof Accessories-Racks	11,866.00	11,865.82	\$3,955.27
07-910	Sealants - Floor / Wall	20,350.00	18,781.03	\$6,260.34
08-100	Metal Doors & Frames	0.00		
08-200	Wood & Plastic Doors	68,848.00	27,290.09	\$10,233.78
08-300	Special Doors - Alum. Gate	10,527.00	4,999.00	\$2,499.50
08-305	Access Doors	3,000.00		\$0.00
08-400	Auto Entry Door w/Shutter	0.00		\$0.00
08-500	Metal Windows-Revised Fire & Impact	448,772.00	436,313.70	\$145,437.90
08-650	Special Windows - Interior	2,500.00		\$0.00
08-710	Door Hardware	0.00		
	Electronic Door Stikes	7,500.00	1,530.38	\$510.13
	Proximity Readers	23,100.00	9,375.00	\$3,125.00
08-920	Glazed Aluminum Curtain Wall	0.00		
09-200	Drywall	61,100.00	43,050.00	\$19,372.50
	Original Plan Stucco Ceilings	11,500.00		\$0.00
09-310	Ceramic Tile and Tile Flooring	46,295.00	28,678.00	\$9,559.33
09-320	Marble Sills	4,000.00	4,000.00	\$1,333.33
09-510	Acoustical Ceilings	40,896.00	20,000.00	\$6,666.67
09-600	Interior Pavers	0.00		
09-650	Resilient Tile Flooring & Base	4,565.00	2,155.00	\$1,077.50
	Rubber Stair Treads	10,000.00	2,663.00	\$887.67
09-680	Carpet	73,230.00	58,858.00	\$20,894.59
09-900	Painting	50,763.00	36,002.00	\$12,690.71
	Brick Sealer	11,450.00		\$0.00
10-170	Toilet Partitions - Plastic	17,483.00	8,176.00	\$2,725.33
10-430	Exterior Signage	1,800.00		\$0.00
10-522	Fire Extinguishers - Portable Devices	1,200.00		\$0.00
10-526	Fire Extinguishers - Cabinets	3,773.00		\$0.00
10-552	Mailboxes	1,500.00		\$0.00
10-670	Storage Shelving	14,356.00		\$0.00
10-800	Toilet & Bath Accessories	6,552.00	5,521.00	\$1,840.33
11-680	Office Equipment	0.00		



**Project: Lee County 2001 - License - Inspections**

code	DESCRIPTION	ESTIMATE	ACTUAL	FLOOR 1
	Conference Cabinets	3,861.00		\$0.00
	Ash Trays	1,851.00		\$0.00
	Floor Mats	1,610.00	314.00	\$104.67
	Plaque	718.00		\$0.00
	Directory	6,330.00		\$0.00
12-300	Manufactured Casework	76,460.00	42,133.50	\$18,960.08
12-510	Window Blinds	12,500.00		\$0.00
	Canvas Awnings	13,500.00		\$0.00
12-600	Furniture & Accessories	0.00		
13-950	Special Security Access System	0.00		\$0.00
14-200	Elevators	88,000.00	79,942.50	\$26,647.50
14-400	Hoists & Cranes	23,000.00	10,108.28	\$3,369.43
14-800	Scaffolding	35,000.00	16,578.00	\$5,526.00
15-300	Fire Protection System	99,270.00	81,262.40	\$27,087.47
	Fire Pump	32,000.00	19,503.00	\$6,501.00
15-400	Plumbing & Roof Drains	98,275.00	91,380.00	\$30,460.00
15-500	HVAC & Controls	653,595.00	555,552.54	\$185,184.18
15-990	Testing, Adjusting & Balancing	10,425.00		\$0.00
16-100	ELECTRICAL	381,713.00	349,828.00	\$116,609.33
16-650	Alarm Systems	19,000.00	6,187.00	\$2,062.33
16-670	Lightning Protection	8,000.00	3,785.00	\$1,261.67
16-700	Communications - Muzak	20,326.00		\$0.00
		0.00		
17-000	CONTINGENCY	167,737.00		\$0.00
	BK Fee	330,100.00	265,968.90	\$88,656.30
		0.00		
	<b>PHASE II G.M.P.</b>	<b>5,408,570.00</b>	<b>4,105,548.44</b>	<b>1,376,599.44</b>
	<b>HENDRY STREET</b>	<b>86,588.00</b>	<b>86,588.00</b>	<b>\$28,862.67</b>
	<b>PHASE I G.M.P.</b>	<b>115,000.00</b>	<b>111,835.85</b>	<b>\$37,278.62</b>
	PRE-CONSTRUCTION	included	included	
	professional services original	167,400.00	154,302.30	\$70,979.06
	PSA change order #2	46,500.00	46,500.00	\$0
	PSA change order #4	21,350.00	21,350.00	\$0
	geotechnical testing	18,000.00	17,443.93	\$5,814.64
	Furniture	1,092,000.00	1,041,617.43	\$414,942.89
	Interior design	24,200.00	24,158.75	\$8,800.00
	Project Management	30,000.00	11,226.50	\$3,742.17
	Data & Voice new building	105,540.25	93,481.99	\$41,937.48
	comcast	718.88		
	maintain voice & data to existing building	15,910.52	15,910.52	\$5,303.51
	construction document printing	5,000.00	3,459.80	\$1,153.27
	building permit fees	47,159.86	47,159.86	\$15,719.95
	water resource solution	8,047.76	8,047.76	\$2,682.59
	weiser security service	412.80	412.80	\$137.60
	Impact fees	16,996.63	16,996.63	\$5,665.54
	dot signs	175.38	175.38	\$58.46
	itg-sprint for t-1 installation	2,252.40	2,252.40	\$750.80
	voice and data feed	28,328.41	19,716.00	\$6,572.00
	lee county health department	250.00	250.00	\$83.33



## EXAMPLE OF PAYMENT SCHEDULE

### Proposed Loan Amortization Schedule - City of Fort Myers 30 Years

**Background:**

The new building is estimated to cost \$7.3 million and contain 45,000 square feet on three floors (15,000 square feet per floor). A project detail spreadsheet has been developed that provides the costs for each floor of the building. The City of Fort Myers is expected to occupy the first floor with a construction cost not to exceed \$2,457,927. Road Impact Fee Credits in the amount of \$52,755 are deducted from that amount leaving a balance of \$2,405,172 that would be financed. It is assumed that payments would extend for 30 years with level debt service.

**Schedule:**

	2,405,172.00		5.00%			
Year	Principal 3/1	Interest 3/1	Interest 9/1	Annual Debt Service	Principal Outstanding	
					2,405,172.00	
2004	98,263.62	-	60,129.30	158,392.92	2,306,908.38	
2005	43,047.50	57,672.71	57,672.71	158,392.92	2,263,860.89	
2006	45,199.87	56,596.52	56,596.52	158,392.92	2,218,661.02	
2007	47,459.86	55,466.53	55,466.53	158,392.92	2,171,201.15	
2008	49,832.86	54,280.03	54,280.03	158,392.92	2,121,368.30	
2009	52,324.50	53,034.21	53,034.21	158,392.92	2,069,043.80	
2010	54,940.73	51,726.09	51,726.09	158,392.92	2,014,103.07	
2011	57,687.76	50,352.58	50,352.58	158,392.92	1,956,415.31	
2012	60,572.15	48,910.38	48,910.38	158,392.92	1,895,843.16	
2013	63,600.76	47,396.08	47,396.08	158,392.92	1,832,242.40	
2014	66,780.80	45,806.06	45,806.06	158,392.92	1,765,461.61	
2015	70,119.84	44,136.54	44,136.54	158,392.92	1,695,341.77	
2016	73,625.83	42,383.54	42,383.54	158,392.92	1,621,715.94	
2017	77,307.12	40,542.90	40,542.90	158,392.92	1,544,408.83	
2018	81,172.47	38,610.22	38,610.22	158,392.92	1,463,236.35	
2019	70,119.84	44,136.54	44,136.54	158,392.92	1,393,116.52	
2020	73,625.83	42,383.54	42,383.54	158,392.92	1,319,490.69	
2021	77,307.12	40,542.90	40,542.90	158,392.92	1,242,183.57	
2022	81,172.47	38,610.22	38,610.22	158,392.92	1,161,011.10	
2023	85,231.10	36,580.91	36,580.91	158,392.92	1,075,780.00	
2024	88,737.09	34,827.91	34,827.91	158,392.92	987,042.91	
2025	92,418.38	32,987.27	32,987.27	158,392.92	894,624.53	
2026	96,283.74	31,054.59	31,054.59	158,392.92	798,340.79	
2027	100,342.36	29,025.28	29,025.28	158,392.92	697,998.43	
2028	104,603.92	26,894.50	26,894.50	158,392.92	593,394.52	
2029	109,040.77	24,676.07	24,676.07	158,392.92	484,353.75	
2030	113,661.69	22,365.61	22,365.61	158,392.92	370,692.06	
2031	118,475.88	19,958.52	19,958.52	158,392.92	252,216.18	
2032	123,492.99	17,449.96	17,449.96	158,392.92	128,723.19	
2033	128,723.19	14,834.86	14,834.86	158,392.92	-	
	2,405,172.00	1,143,243.08	1,203,372.38	4,751,787.46		
Total Interest:			\$2,346,615.46			

15-Jul-03

Rate of 5.00% is based upon the average bond rate over a 30 year period using the Bond Buyer 25 Revenue Bond Index (A rated credit) as of July 11, 2003.

**MEMORANDUM  
FROM  
THE DEPARTMENT OF  
PUBLIC WORKS**

**Date:** August 20, 2001  
**To:** David Owen  
**Assistant County Attorney**  
**From:** Jim Lavender *J. Lavender*  
**Public Works Director**

**RE:** New Code Enforcement Building

This is to confirm that the new code enforcement building will meet all accessibility standards provided by ADAAG under the ADA and the Florida Accessibility Code.

**Cc:** Ayoub Al-Bahou