

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

Blue Sheet No. 20031384

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the "First amendment to the interlocal agreement between Lee County and the School Board for the Lehigh School Multi-Generational Community Center". Approve interest bearing loan from the general fund to the Veteran's Park project for \$2,900,000; transfers and resolution, and amend the FY 03/04 - 07/08 CIP accordingly.

WHY ACTION IS NECESSARY: Board must approve all amendments to existing agreements and loans.

WHAT ACTION ACCOMPLISHES: Establishes specific obligations for Lee County and the School Board for the construction of the Lehigh Veteran's Park Recreation Center.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 01

A11A

3. MEETING DATE:

12-02-2003

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN.
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER Commissioner Albion
- B. DEPARTMENT Parks and Recreation
- C. DIVISION

BY: John Yarbrough

John Yarbrough

7. BACKGROUND: On April 1, 2003 the BOCC approved an interlocal agreement with the Lee County School Board for transfer of 18.98 acres from Veterans Park to the School Board. The purpose was to allow the School Board to build a Veteran's Park Elementary School and Veteran's Park Middle School in Lehigh Acres. The County agreed to reimburse the School Board for a proportionate share of the design and construction of the school gymnasium to include a multi-generational recreation center.

This amendment agrees to furnish the school board with the first of four quarterly payments in an amount not to exceed \$1,136,335.00 each, which represents the County's pro-rata share of the total estimated design and construction of the project which will not exceed \$4,545,340 to be paid from lawfully collected Community Park Impact fees.

Additionally, on September 2, 2003, the Board approved a \$200,000 grant through DEP/FRDAP (Department of Environmental Protection/Florida Recreation Development Assistance Program) for additional development of Veteran's Park, including additional picnic facilities, playground, trails, parking, athletic fields and basketball courts. An additional \$900,000 is required for this project with \$200,000 as a match for the grant as well as another \$500,000 for miscellaneous park improvements and another \$200,000 for furniture, fixtures, and equipment. The grand total for this project is \$5,445,340 with a \$2,900,000 loan from the general fund, to be repaid with community park impact fees from district 3. The loan will be interest bearing based on short term interest charged by the State Board of Administration (SBA) and is anticipated to be paid back within four fiscal years.

Funds will be made available in account number 20176030100.506540 CIP-Veteran's Park-Capital Improvement Fund-Improvements Construction and 20176018603.506540 CIP-Veteran's Park-Capital Improvement Fund-Improvements Construction.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

CCM

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>by 11-19-03</i>				<i>KRS 11/20/03</i>	OA <i>11/20/03</i>	OM <i>11/20/03</i>	Risk <i>11/20/03</i>	GC <i>11/20/03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by *County*
Date: *11/20/03*
Time: *8:00*
CCM
Forwarded To:
[Signature]
11/20/03

RECEIVED BY
COUNTY ADMIN:
[Signature]
11-20-03
9:50 AM
COUNTY ADMIN
FORWARDED TO: *[Signature]*
11/20/03

RESOLUTION

Amending the Budget of Capital Improvements-Fund 30100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2003-2004.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvements-Fund 30100 budget for \$2,900,000 of the unanticipated revenue (loan) from the General Fund Reserves and an appropriation of a like amount for construction costs and;

WHEREAS, the Capital Improvements-Fund 30100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$122,698,931
Additions		
GC5810130100.381000.900100	Interfund Transfers from 00100	2,900,000
Amended Total Estimated Revenues		\$125,598,931

APPROPRIATIONS

Prior Total:		\$122,698,931
Additions		
20176030100.506540	Construction Improvements	2,900,000
Amended Total Appropriations		\$125,598,931

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Capital Improvements-Fund 30100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2003.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

APPROVED

OCT 07 2003

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
LEE COUNTY AND THE SCHOOL BOARD
FOR THE LEHIGH SCHOOL MULTI-GENERATIONAL COMMUNITY CENTER**

SCHOOL BOARD OF
LEE COUNTY

This Amendment to that certain Interlocal Agreement entered by the parties hereto, is made and entered into this 27th day of October, 2003, 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, hereinafter referred to as the "County" and the LEE COUNTY SCHOOL BOARD, a public agency of the State of Florida, hereinafter referred to as "School Board", and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the School Board and the Board of County Commissioners both serve the people of Lee County; and

WHEREAS, the Parties previously entered into an Interlocal Agreement on April 1, 2003 for the completion of the design and construction of a school gymnasium, to include a multi-generational community center at the Veteran's Park Elementary School and Middle School in Lehigh; and

WHEREAS, the Board of County Commissioners found that entering into the Interlocal Agreement served a public purpose, was to the public's benefit, and in the public's interest; and

WHEREAS, the Parties now desire to amend the Interlocal Agreement to provide for their proportionate shares of the cost of design and construction of the subject school gymnasium to include the multi-generational community center, since such amounts are now known and the scope of the work has been determined.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the County and School Board, intending to be legally bound, hereby agree to this First Amendment to the Interlocal Agreement, as follows:

1. The recitals as set forth above are hereby incorporated into the terms of the original agreement.
2. **SECTION II: OBLIGATIONS OF THE COUNTY:** The following paragraph is added to Section II: (6) Lee County agrees that it will, within thirty (30) days after School Board's execution of an agreement with a reputable construction company hired to design and build the gymnasium and multi-

generational recreation center (hereinafter called "Project"), furnish to the School Board, the first of four (1 of 4) quarterly payments in an amount not to exceed \$1,136,335.00 each, which represents the County's pro-rata share (approximately 74%) of the total estimated design and construction cost of the multi-generational recreation center. The School Board agrees that the total amount to be paid by the County for the design and construction of the Project will not exceed \$ 4,545,340.00 to be paid from lawfully available County park impact fee funds.

The School Board shall place such funds in an interest-bearing escrow account in School Board's name. The amount of \$4,545,340.00 represents the actual expenses for the project, and includes a contingency amount of \$ 212,155.00 to cover any unexpected costs or change orders. The contingency amount shall be used only with the express, written approval of County. The escrow account shall be used by the School Board for the Contractor's invoices for monthly progress payments. When the gymnasium and multi-generational recreation center is complete, County shall be entitled to any remaining funds in the account plus all interest earned. School Board shall provide reports to the County every calendar quarter detailing the withdrawals made from the escrow account. In addition, the School Board shall provide the contractor's monthly draw request to the County for approval prior to withdrawing such funds from the escrow account.

The Project will be completed by January 1, 2005.

3. **SECTION VI: TERMINATION:** *The following paragraph is added to Section VI:* If the School Board desires to purchase this Interlocal Agreement, and convert the multi-generational recreation center to its exclusive use, or if School Board violates any other material obligation of the Interlocal Agreement or Amendment that limits or restricts the multi-generational recreation center to its predominant use, then the County may elect any remedy set forth in the Interlocal Agreement and Amendment, including but not limited to: (a) School Board shall reimburse the County for all funds received pursuant to this agreement plus the fair market value for each acre donated (consisting of 18.98 acres more or less) by the County to the School Board. Such sums will be paid in two (2) equal installments. The first installment being tendered within 180 days after termination of this Agreement and the second installment tendered 60 days thereafter; or (b) School Board will design, build and construct a duplicate multi-generational recreational facility at a site of the County's choice, at School Board's sole cost.

4. **SECTION VII: CONTACT PERSON:** The following underlined language is

added to Section VII: 1. The Director of Parks and Recreation shall be the County's contact person with the School Board, and the Chief Business Officer for Facilities and Maintenance shall be the School Board's contact person with the County.


2. The Chief Business Officer for Facilities and Maintenance shall have the responsibility of ensuring cooperation with and coordinating the use with the school principal as to the County scheduling School Board facilities or developing additional facilities on School Board property.

5. All other terms and conditions of the Interlocal Agreement remain unchanged and full force and effect.

6. This Amended Interlocal Agreement shall become effective upon its execution by the Parties. This Agreement, and any subsequent Amendments thereto, shall be filed with the Clerk of the Circuit Court for Lee County.

IN WITNESS WHEREOF, the parties hereto have caused these presence to be executed by their duly authorized officers and their official seals hereto affixed, on the day and year as first written above.

Attest:

By: 

APPROVED

OCT 07 2003

SCHOOL BOARD OF
LEE COUNTY

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

**SCHOOL BOARD OF LEE COUNTY,
FLORIDA**

By: 
Chairman

APPROVED AS TO LEGAL FORM:

By: 
School Board Attorney

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

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

By:

Lee County Attorney's Office