

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

Blue Sheet No. **20041048**

1. REQUESTED MOTION:

ACTION REQUESTED: Approve interlocal agreement between Lee County and the City of Sanibel for the granting of funds for the Old Schoolhouse Renovation. Authorize the Chairman's signature on the interlocal agreement. Approve budget amendment resolution and transfer in the amount of \$75,000 each for FY 2003-04, approve budget request of \$75,000 to be included in the FY 2004-05 budget and amend the CIP accordingly. Transfer is from TDC debt service fund reserves.

WHY ACTION IS NECESSARY: The Board of County Commissioners' approval is required on all interlocal agreements, as well as budget amendment resolutions and transfers.

WHAT ACTION ACCOMPLISHES: Finalizes the Interlocal Agreement with the City of Sanibel and allocates funds accordingly.

2. DEPARTMENTAL CATEGORY: 1	AIA	3. MEETING DATE: 08-31-2004
COMMISSION DISTRICT #: 1		
4. AGENDA:	5. REQUIREMENT/PURPOSE: <i>(Specify)</i>	6. REQUESTOR OF INFORMATION:
<input type="checkbox"/> CONSENT <input checked="" type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <input type="checkbox"/> WALK ON <input type="checkbox"/> TIME REQUIRED:	<input type="checkbox"/> STATUTE <input type="checkbox"/> ORDINANCE <input type="checkbox"/> ADMIN. CODE <input checked="" type="checkbox"/> OTHER Agreement	A. COMMISSIONER B. DEPARTMENT Visitor & Conv. Bureau C. DIVISION BY: D.T. Minich, Executive Director

7. BACKGROUND:

On July 9, 2004, the Lee County Tourist Development Council approved funding to assist in the City of Sanibel's effort to acquire the Old Schoolhouse, relocate it to the Historical Village and restore the building. Funding was approved in the amount of up to \$150,000, to be paid over a two-year period -- \$75,000 in the current fiscal year (2003-04) and an additional \$75,000 in fiscal year 2004-05. The TDC funds will not be used for the relocation of the building, as this was deemed an ineligible of tourist tax revenue.

Funds will be made available in 20203230100.508150, Capital Projects, Old Schoolhouse Renovation, Capitals Improvement Funds, Grants and Aides to Local Governments.

Attachments: Interlocal Agreement (3 originals)
 Budget Amendment Resolution
 Request for Transfer of Funds

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
					OA	OM	Risk	GC	
		N/A							

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 8/11/04
 Time: 1:50
 Forwarded To: [Signature]

RECEIVED BY
 COUNTY ADMIN:
 8/19/04
 2:05 pm SLT
 COUNTY ADMIN
 FORWARDED TO:
 8/19/04
 4:30

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Tourist Dev Ref S94 Reserves DATE: 8-11-04 BATCH NO.: _____

FISCAL YEAR: 03-04 FUND NO.: 22650 DOC. TYPE: YB LEDGER TYPE: BA

TO: Non-Departmental Transfers
 (Division Name) (Program Name)

NOTE: Please list the account number below in the following order:
 Business Unit (dept/div, program, fund, subfund); Object Account; Subsidiary; Subledger
 (Example: BB 5120100100.503450)

<u>Account Number</u>	<u>Object Name</u>	<u>DEBIT</u>
GC5810122650.509110.T30100	Transfer to 30100	\$ 75,000

TOTAL TO: \$ 75,000

FROM: Non-Departmental Reserves
 (Division Name) (Program Name)

<u>Account Number</u>	<u>Object Name</u>	<u>CREDIT</u>
GC5890122650.509921	Reserve for Future Debt	\$ 75,000

TOTAL FROM: \$ 75,000

EXPLANATION: Provides funds for the Old Schoolhouse Renovation in Sanibel.

 DIVISION DIRECTOR SIGNATURE/DATE

 DEPARTMENT HEAD SIGNATURE/DATE

DBO: APPROVAL DENIAL

Tom K. Wolf
 OPS. ANALYST SIGNATURE DATE

OPS. MGR.: APPROVAL DENIAL

Sheela 8/19/04
 OPS. MGR. SIGNATURE DATE

CO. MGR.: APPROVAL DENIAL

 CO. MANAGER SIGNATURE DATE

BCC APPROVAL DATE: _____

 BCC CHAIRMAN SIGNATURE

BA. NO. _____ AUTH CODE _____ TRANS DATE _____

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 \$75,000 of the unanticipated revenue from TDC Surplus Debt 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:		\$88,557,641
Additions		
GC5810130100.381000.922650	Transfer from Fund 22650	75,000
Amended Total Estimated Revenues		\$88,632,641

APPROPRIATIONS

Prior Total:		\$88,557,641
Additions		
20203230100.508150	Grants and Aids to Local Governments	75,000
Amended Total Appropriations		\$88,632,641

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 _____, 2004.

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

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY, FLORIDA
AND THE CITY OF SANIBEL, FLORIDA
FOR PRESERVATION OF THE OLD SCHOOLHOUSE**

THIS INTERLOCAL AGREEMENT is made and entered into as of the _____ day of _____, 2004, by and between **LEE COUNTY**, a Charter County and a political subdivision of the State of Florida herein referred to as "County", and the **CITY OF SANIBEL, FLORIDA**, a Florida Charter municipality, herein referred to as "City", collectively, "the Parties", hereto.

WITNESSETH:

WHEREAS, the City finds it in the public's interest to preserve the Sanibel Old Schoolhouse located in the City; and,

WHEREAS, the City has approved a plan to acquire the Old Schoolhouse building, relocate it to the Historical Village and restore the building, hereafter called the "Project"; and,

WHEREAS, it serves a public purpose and is in the public interest of the citizens of Lee County for Lee County to provide certain reimbursable grant monies to assist the City in preserving the cultural significance of the Project for the benefit of Lee County residents and tourists; and,

WHEREAS, the County, subject to the provisions of this funding interlocal, is willing to contribute funds on a reimbursable basis for the City's Project, in the amount of \$75,000.00 per year for a total amount of up to and not exceeding \$150,000.00 over a two (2) fiscal year period; and,

WHEREAS, Chapters 125, 163, and 166, Laws of Florida, and other applicable laws

authorize the County and City to enter into this joint funding and county grant interlocal in order for the Parties to provide for and improve museums and cultural facilities for the benefit of its citizens.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable considerations given and received, the Parties hereto agree as follows:

SECTION ONE: RECITALS

- (A) The provisions and findings of the “Whereas” clauses above are incorporated herein as if set out further at length.
- (B) This agreement is entered into pursuant to the Lee County Charter, Chapters 125, 163, and 166, Laws of Florida and other applicable law.

SECTION TWO: PURPOSE

The purpose of this Interlocal Agreement is for the County to provide to the City on a reimbursable basis, \$75,000.00 per year, up to and not exceeding \$150,000.00 of county funds over a two (2) year fiscal period to assist in the funding of the Project as described in Section Three hereof. The County’s funding obligation to the City will be subject to the provisions and conditions as further set forth in this agreement. The City will use the County’s reimbursable grant funds as provided herein solely for expenses related to the acquisition of the building and the restoration of the building once it has been relocated to the Historical Village and Museum. The County’s funding assistance is to be provided as a reimbursement of expenses for the City’s expenditure for these costs. The City will be responsible for all expenses related to the relocation of the structure.

SECTION THREE: THE PROJECT

The Project shall be the City's initiation and prosecution to completion of the acquisition, relocation and restoration of the Old Schoolhouse, as described in "Exhibit A" hereto and herein called the "Project". The Project as described in "Exhibit A" will generally describe the work to be accomplished, schedules for completion of the work, and estimated costs to completion. The City will construct the Project in accordance with all applicable State and Federal laws and regulations.

SECTION FOUR: THE TERM

The term of this agreement shall commence from the date of execution of the agreement by the County and shall continue until completion of the Project and City's compliance with Section 8(F) hereof or until the time said County funds as specifically authorized in this agreement have been actually paid by the County to the City, should a previously authorized funding be disbursed to City beyond the Project completion date, which is anticipated to be approximately October 1, 2006. In no event shall County authorize additional County funds not provided for in Section Five below, after October 1, 2006. The term of this agreement is subject to the cancellation and termination provisions hereafter provided.

SECTION FIVE: COUNTY PAYMENTS

The County will pay to the City on a reimbursable basis, a total amount not to exceed \$150,000.00 during the term of this agreement as needed by the City in order for the City to pay for identified acquisition and renovations to complete the Project. The

County's obligation hereunder, subject to Section Seven hereof, shall be to pay City up to \$75,000.00 per fiscal year for two (2) fiscal years, to wit:

FY 03-04 - Up to \$75,000.00 available upon the execution of this agreement
FY 04-05 - Up to \$75,000.00 available on or about November 1, 2004

The County's obligation shall not exceed \$75,000.00 per fiscal year. If, however, pursuant to "Exhibit B" hereof, the City does not request a total expenditure of \$75,000.00 in any one (1) fiscal year and the City is still proceeding to timely complete the Project, the County will carry-over any such unexpended portion of any one (1) fiscal year \$75,000.00 allocation hereunder for City's Project use in the next fiscal year.

Once the County's total obligation of not exceeding \$150,000.00 has been reached, the County's funding obligations pursuant to this agreement will be concluded and the City will not request any additional County funds from the County to improve and/or operate the Project and related facilities. This agreement in no way binds County to provide future funding for the Project, except as specifically authorized, budgeted, and appropriated pursuant to the provisions herein. Likewise, once the Project is satisfactorily completed and all required payments made to the City contractor(s) for the Project, and County has made its match reimbursement payments hereunder up to that date, County will not be responsible for any further payments hereunder, even if County grant funds are available.

The County's payment process will be as set forth in "Exhibit B" hereto and will entail the County's paying the City on a documented request basis from the City for reimbursement of paid monies for authorized work by City on the Project.

The County funds will be used by the City to pay solely for necessary Project acquisition and restorations. By way of example only, the County will not be asked to, nor

will City use, said County funds for such costs as building relocation, construction planning, architectural/engineering work and/or feasibility studies, and related matters.

SECTION SIX: CITY EXPENDITURES

The City will proceed in good faith and due diligence to satisfactorily complete the Project as outlined in "Exhibit A" hereto. The City will enter into all required contracts in order for the City to timely make the required acquisition, relocation and restoration. It is hereby made expressly a part of this agreement that the City will make all payments to third parties retained by the City for the satisfactory completion of the work. Accordingly, the City represents that as a condition of County's funding obligation and the reimbursement to the City for the Project work done and submitted hereunder, the City will duly budget and appropriate as necessary sufficient City funds necessary to complete this project in excess of the \$150,000.00 allocated by the County. The City will keep all such records and will document to the County as requested by the County, the City's fulfillment of the City expenditures in order for the County to determine that the County funds are being utilized properly.

SECTION SEVEN: COUNTY BUDGETING - COUNTY CONDITION ON PAYMENT OBLIGATIONS

Per Section Five hereof, the County's intent to provide funding to the City for the Project, from the County's tourist tax development fund, involves County funding in future fiscal years. Accordingly, all other terms, provisions, and obligations of this agreement notwithstanding, the County reserves the sole right and discretion in any future fiscal years not to budget and appropriate any stated \$75,000.00 for that fiscal year. The County's obligations hereunder to pay to the City up to \$75,000.00 of County funds in Fiscal Year

04-05 is thus expressly subject to and conditioned upon the County specifically budgeting and appropriating said County funds for the Project, from the County's tourist tax development fund, through each fiscal year requiring budget appropriation and public hearing process. The County is under no obligation, legal or otherwise, to budget and appropriate County funds for the Project in future fiscal years. Should the County for any reason determine not to so budget and appropriate any County fund amounts for City's Project, City agrees that such County action will not constitute a breach of any provision of this agreement and that City will have no legal recourse or claims thereto.

SECTION EIGHT: OBLIGATIONS OF THE CITY

In addition to the requirements and obligations of the City as provided above, the City shall:

- (A) Obtain financing for the Project to cover the total cost of the Project, minus the total contribution of \$150,000.00 by the County pursuant to the agreement, should said amounts be budgeted and appropriated by the County pursuant to Section Seven hereof.
- (B) Prepare general specifications outlining the preservation plans, time-lines, and method of accomplishing completion of work with on-going status updates on the Project, the use of County funds, and coordinate same with the County Manager or his designee by periodic updates. Such updates will include any material changes in the Project, Project costs, Project time-lines, use of Project funds or sources of funding for the Project.

- (C) If, and as required by Florida Law, secure competitive bids or proposals for all work to be performed by third party contractors. The City shall be in privity of contract with all contractors for whom City is requesting reimbursement to the City for such work.
- (D) Be responsible to pay all costs of the Project and shall be solely responsible to resolve and discharge any and all liens, claims, demands, and judgments associated with Project work. The City shall be solely responsible to resolve all Project construction contract disputes, claims, and demands, and the payment of any additional monies required thereby.
- (E) Keep books, records, documents, and other evidence pertaining to costs and expenses incurred for the construction to the extent and in such detail as will properly reflect an accurate total Project cost and accounting for all funding of the Project, to include the use of the County's grant funds hereunder and administration of this agreement. The City shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized County representatives for a minimum of three (3) years after completion of construction of the Project or as otherwise longer required by Generally Accepted Accounting Practices (GAAP).
- (F) Notify the County in writing of the satisfactory completion of the Project. The City shall provide a certification of final Project costs, sources of funds received for the Project and use of Project funds.

- (G) At its own expense and pursuant to Law, hold harmless and defend any and all claims, actions, suits, or proceedings that may be brought against the County and its employees by third parties in connection with this agreement or the City's construction, operation or maintenance of this Project, and to further satisfy, pay, and discharge any and all judgments that may be entered against the County and its employee in any such action or proceeding.

SECTION NINE: INDEPENDENCE OF CITY ON PROJECT

It is understood and agreed by the Parties hereto that the County, its officials, and employees are neither agents, employees or representatives of the City on the Project for any purpose whatsoever. Likewise, the City, its officials and employees are not agents, employees or representatives of the County for any purpose whatsoever relating to the City Project. The County's sole responsibility under this agreement is to provide the City, county funds for the Project, pursuant to the terms of this agreement. The City, its officials and employees shall remain independent with respect to all services performed and responsibilities incurred by the City on the Project. It is not intended that the County, its officers or employees shall in any respect be in privity of contract with, or have any financial responsibility to, the City's contractors or suppliers on the Project. This is an exclusive Interlocal Agreement by and between County and City for reimbursable funding between the two local government entities, and no third party may rely hereon and/or have or maintain any claim(s) under the terms or conditions herein.

SECTION TEN: CANCELLATION

This agreement and the County's obligation to provide any future funding or payments to the City per Section Five and "Exhibit B" hereof are subject to cancellation by the County upon the County providing 30-days prior written notice of the violation to the City, with the City having the opportunity to cure the articulated violation within 30 days from the receipt of the County's written notice, for the following reasons:

- (A) City's failure to issue a notice to proceed to initiate the Project within 120 days of City award of said construction contract for work for which the County is to reimburse the City.
- (B) City's failure to timely complete the work for the Project funded hereunder per the time lines provided in "Exhibit A" hereto, Schedule of Completion.
- (C) City's failure to timely provide for any additional City funding to complete the Project should the actual cost to complete the Project exceed the estimates as provided in "Exhibit A" hereto.

County's exercise of its cancellation rights in this section will not waive or preclude County from exercising its termination rights as provided in Section Seventeen, and the County retains the sole right and option of electing which remedy it wishes to pursue, as so deemed appropriate.

SECTION ELEVEN: TERMINATION OF AGREEMENT

- (A) (i) Failure of City to materially comply with any of the provisions of this agreement shall be considered a breach of the agreement and shall be cause for immediate termination of the agreement at the discretion of the County. Such termination by County will not cancel or terminate the

obligation of the City to repay to County the sum of any County funds as County may have previously disbursed on a reimbursable basis by the County to the City per Section Five and "Exhibit B" hereof.

(ii) Any breach of this agreement will be provided in writing to the City by the County via certified mail.

(B) Upon said County termination as provided for in this Section, City shall be responsible for and shall repay to the County all County funds that have been disbursed to the City per Section Five and "Exhibit B" hereof to include any fees and costs incurred by County in collecting the payment of said funds due and owing by the City hereunder.

(C) Either City or County may terminate or cancel this agreement without cause by providing ninety (90) days prior written notice to the other Party. Under no circumstances may City terminate or cancel this agreement prior to the successful completion of the Project without a refund or repayment to Lee County of the county funds as provided and paid by the County to the City hereunder, per Section Five and "Exhibit B".

(D) Per Section Seven hereof, the County in its annual Budget Hearing and appropriation process exercises its sole legislative discretion not to budget and appropriate to the City and this Interlocal Agreement any County funds for Fiscal Year 04-05. The City will not have the opportunity to cure County cancellation based upon this section, as same is not deemed a breach of the agreement.

SECTION TWELVE: CONFORMITY TO THE LAW

The City shall comply with all federal, state, and applicable local laws and any rules or regulations adopted thereunder, in its performance under this agreement.

SECTION THIRTEEN: WAIVER OR MODIFICATION

There shall be no waiver or modification of this agreement or of any covenant, condition, or limitation herein contained unless mutually agreed upon by the County and the City and reduced to written amendments to this agreement.

SECTION FOURTEEN: INDEMNIFICATION

The City agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages to the County resulting from any such negligence pursuant to Law. Nothing herein is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract. This is an exclusive agreement by and between the County and the City; no third parties shall have or maintain any claims under the terms or conditions hereunder.

SECTION FIFTEEN: SEVERABILITY

If any provision, or any portion thereof contained in this agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or portion(s) thereof, shall be deemed severable, and shall not be affected by such determination and shall remain in full force and effect.

SECTION SIXTEEN: AGREEMENT COVERED BY FLORIDA LAW

This agreement and performance hereunder and all suits and proceedings hereunder shall be construed in accordance with the laws of the State of Florida.

SECTION SEVENTEEN: AGREEMENT MANAGEMENT

Lee County hereby designates the following person as the liaison between the County and the City for purposes of administration of this agreement and any notices and/or filings shall be forwarded, in writing to:

IF TO LEE COUNTY:

Lee County Attorney
P.O. Box 398
Fort Myers, FL
(239)

IF TO CITY OF SANIBEL:

Person
Address
Fort Myers, FL
(239)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

ATTEST:

CITY OF SANIBEL

By: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
LEE COUNTY ATTORNEY'S OFFICE

By: _____
Lee County Attorney

APPROVED AS TO FORM:
COUNSEL TO CITY OF SANIBEL

By: *Kenneth B. Cuyler*
Name
Title *CITY ATTORNEY*

“Exhibit A”

Old Schoolhouse Preservation Project

I. **PROJECT DESCRIPTION:**

SEE ATTACHED COMPOSITE EXHIBIT A

II. **SCHEDULE OF COMPLETION:**

SEE ATTACHED COMPOSITE EXHIBIT A

III. **ESTIMATED COSTS TO COMPLETE:**

SEE ATTACHED COMPOSITE EXHIBIT A

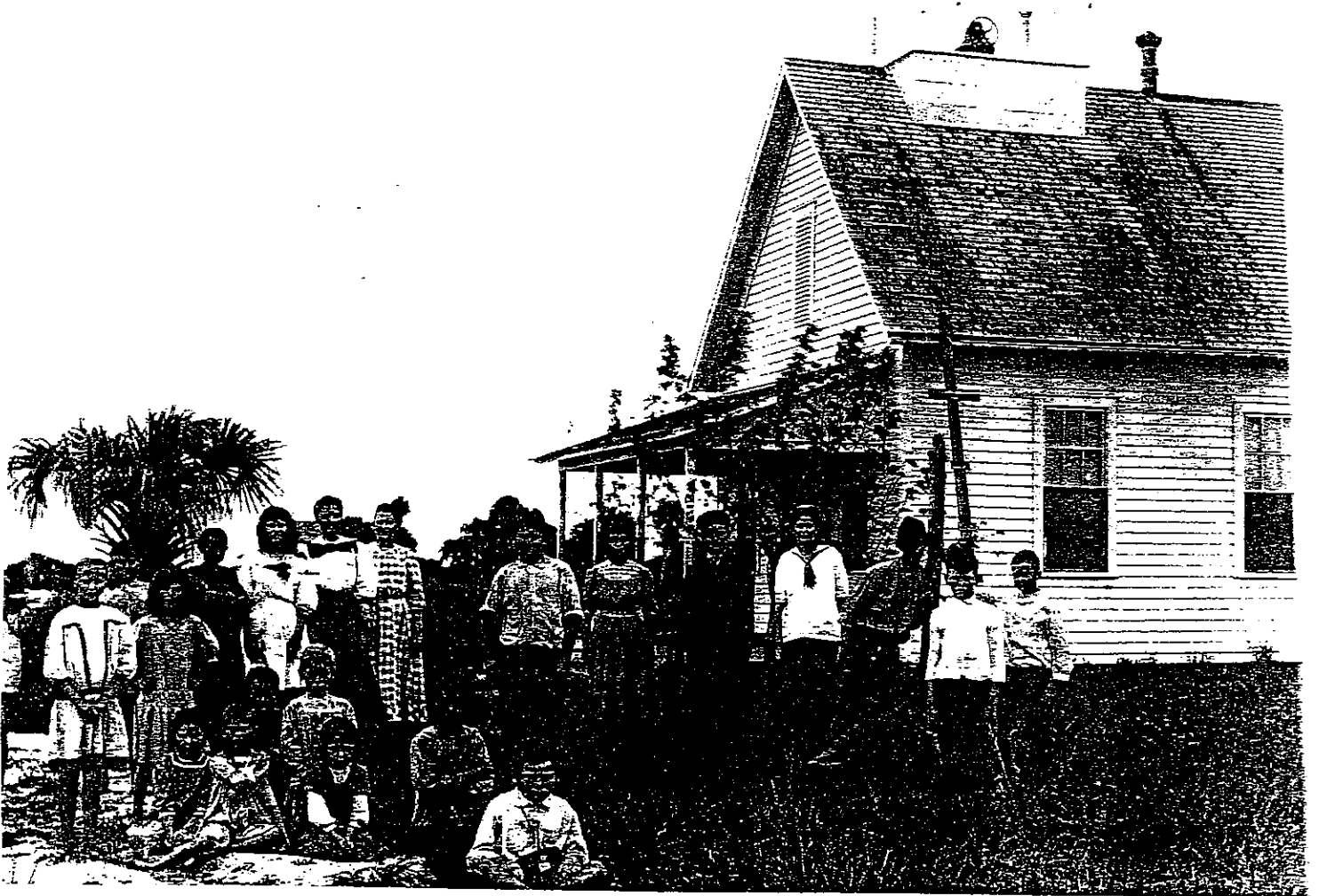
“Exhibit B”

Project Payment Process

- A. Prior to submittal to County, for County's Reimbursement of City for eligible Project Costs, the City contractors Request for Payment to the City will be first reviewed by City, to include City Attorney's Office when appropriate, for a determination and action that:
- i. The Request for Payment is consistent and in conformity with City's approved construction contract.
 - ii. The work subject to the Request for Payment has been successfully completed per the City's contract terms.
 - iii. The Request for Payment amount was due and owing at the time submitted to the City.
 - iv. The City's payment of same was a proper legal expenditure of City's funds per the City's contract.
 - v. The City has duly paid same to the City contractor and requests reimbursement for eligible costs from the County per the Interlocal Agreement.
- B. The City's Request for County reimbursement will be forwarded to County Manager's Office, 4th Floor, Administration Bldg., in writing with a City cover letter requesting the amount of corresponding reimbursement to be paid to the City, including a certification that the above determinations and actions have been duly made by the City and further submitting the corresponding payment request documentation to support the City request of County fund reimbursements. The City requests for County reimbursements herein will be subject to a payment request schedule as mutually agreed upon and coordinated by the parties respective contract representatives.
- C. Based upon the City's Certification Request and supporting documentation, the County will proceed to timely issue a County warrant in the appropriate amount payable to the City of Sanibel and delivered to Renee Lynch, Finance Director. The County's delivery of said County warrant to the City of Sanibel Finance Director shall be deemed as payment to the City.
- D. The County's payment to the City of the requested reimbursement amount as provided above will be made within a reasonable time, but should not exceed 30 days, unless additional information and/or documentation is needed by the County in order to prepare the County warrant.

- E. The Parties agree to coordinate said payment requests. The Parties agree to proceed in good faith and with due diligence to timely resolve any payment issues or disputes between the Parties.
- F. The County will not be involved in, or be responsible for resolving, any payment disputes, claims and/or issues between the City and the City Contractor on the payment requests and/or related construction work or contract compliance issues between City and its Contractor.

Preservation of the Old Schoolhouse for the Historical Village and Museum



Sanibel school in 1911. The children are sitting in the road. Later changes to the building included a second room, additional windows, and lower roofline. The bell and belfry disappeared, possibly in the 1926 storm.

COMPOSITE EXHIBIT A
(PAGES 1-20)

LEE COUNTY TOURIST DEVELOPMENT COUNCIL

AND

CITY OF SANIBEL PARTNERING PROJECT

**A. Project Title: Preservation of the Sanibel
Old Schoolhouse for the Historical
Village**

B. History of the Schoolhouse

In the late 1800's there were approximately 40 homesteading families living on Sanibel Island that desired that a school be built. Previously, private homes were used for schooling the children. The old schoolhouse on the east end of the island was constructed in 1894 after being destroyed by a hurricane at a cost of \$54.50.

Originally located on Bailey Road, it was move to its present location in 1903 where it quickly became the focal point of the community, hosting many school and social activities including the birthday of Confederate General Robert E. Lee (a local holiday in Florida at the time). Mrs. Letitia (Lettie) Nutt, a romantic Confederate widow, who was hired to teach for \$2.50 per pupil per term, made sure the schoolhouse was draped in Confederate colors on that day every year.

Additions were made to the school as the population of the island increased. The wood stove that kept the children warm for the few days of the winter chill and was used to heat soup and cocoa is still located in the building.

The schoolhouse closed down in 1964 and would have floundered were it not for the vision of veteran Broadway actress Ruth Hunter and her husband Phillip Hunter. They bought the schoolhouse and transformed it into the intimate 90-seat theater that it is today. When the Hunter's retired in 1984, the schoolhouse fell into disuse until two young actors rented the theater and started productions again. The schoolhouse currently belongs to the Old Schoolhouse Theater Foundation.

C. Rationale for the Project:

The Historical Village and Museum located on Sanibel is dedicated to the pioneer families of Lee County and of the islands and was started in 1984 when the Rutland Home, which was built in 1913 and is a marvel of true island architecture, was moved

to a compound off Dunlop Road. Other historical island structures have been acquired and moved to the museum site in subsequent years.

Today, Lee County's architectural history comes alive as visitors to Lee County explore eight of the oldest Sanibel Island landmarks when they tour the Historical Village and Museum. The attraction hosts approximately 9,000 visitors annually. The Historical Village and Museum, along with other attractions such as the Shell Museum, serve as alternatives for Lee County visitors during inclement weather or as a respite from the heat on the beach.

Built in 1894, the Old Schoolhouse is a unique historic landmark for Lee County. It was placed on the City Register of Historic Landmarks in May 1991. The schoolhouse has most recently been used for local theatrical productions. Modifications made to the schoolhouse for use as a theater were purposely made without permanently altering the original aspects of the old schoolhouse to retain the historical integrity of the structure. Specific elements of the Old Schoolhouse have also been designated historically significant. These architectural elements include the chimney and chalkboard.

The land on which the Old Schoolhouse currently sits is scheduled to change ownership on August 16, 2004. The City and TDC have a limited opportunity to acquire this landmark structure for relocation and addition to the Historical Village and Museum to be enjoyed by visitors to and residents of Lee County for generations to come. Its addition would make it the oldest structure in the Historical Village.

C. Projected Project Budget

To not lose the opportunity to acquire this historic Lee County landmark and open it to the public as a museum, participation from TDC is requested in the amount of \$175,000.

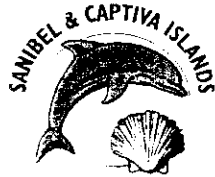
• Building Acquisition	\$175,000
• Relocation.....	75,000
• Restoration.....	<u>100,000</u>
TOTAL	\$350,000

D. Restoration

Interior walls, floors, ceilings, the chalkboard, etc., will require restoration. However, the current owners of the structure have made significant investments in maintaining and protecting the building. Volunteer workers, called the "hammerheads," that have assisted in the restoration of other Historical Village and Museum buildings, would perform a large portion of the restoration work.

E. City's Financial Commitment to Village and Project

In addition to participation financially in the Old Schoolhouse restoration project, the City annually pays the cost of insurance, utilities and security of the Village and Museum. The existing eight buildings of the Village and Museum are cooperatively maintained by the City, docents and volunteers. The Historical Village and Museum is open to the public. Currently, the City is completing \$144,000 in capital improvements to enhance the ADA accessibility to the Village and Museum. Recently, the Lions Club donated a audio system with a cordless microphone and ear buds for the hearing impaired to experience the history of the Village and Museum. The facility is also a destination along the Historical Walking and Biking tours.



Chamber of Commerce
Business • Community • Government

June 22, 2004

Tourist Development Council
2180 West First Street
Ft. Myers, FL 33901

Dear Tourist Development Council Members:


The Sanibel & Captiva Islands Chamber of Commerce whole-heartedly supports the City of Sanibel request for the TDC to partner with them in purchasing, relocating and restoring the Sanibel Old Schoolhouse. Partnering with the City to preserve a part of island history has a direct connection to the campaign of promoting "The Beaches of Ft. Myers & Sanibel."

The Historical Village and Museum is considered a significant Lee County visitor attraction, especially at times when weather conditions are not conducive to relaxing on the beach. The village welcomes and educates over 8,000 visitors annually.

The original schoolhouse, which was built in 1894, is sitting on property that will exchange ownership in August 2004 and is currently available for purchase. The old schoolhouse would be a welcome addition to the Sanibel Historical Village and Museum and would represent the oldest structure in the village.

Nature and history share a link on Sanibel that attracts attention from around the world. It is hoped that you will look favorably upon the City of Sanibel request.

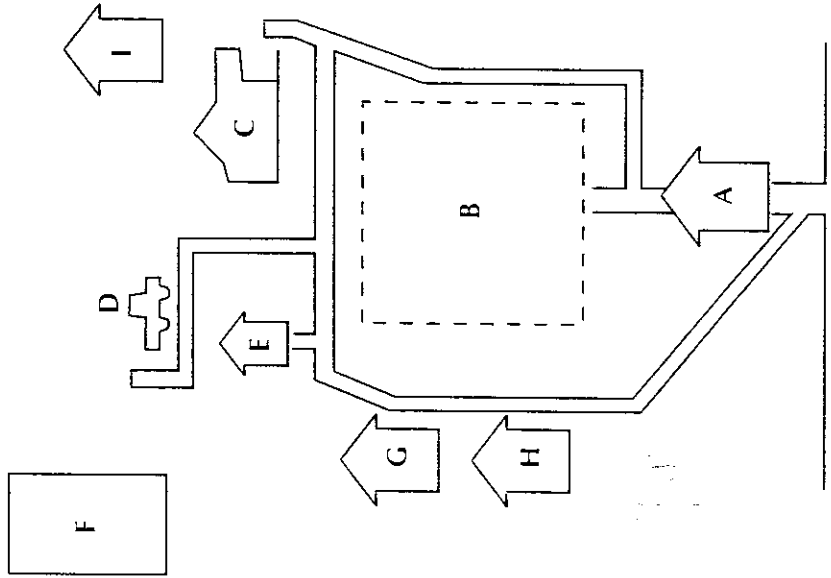
Sincerely,



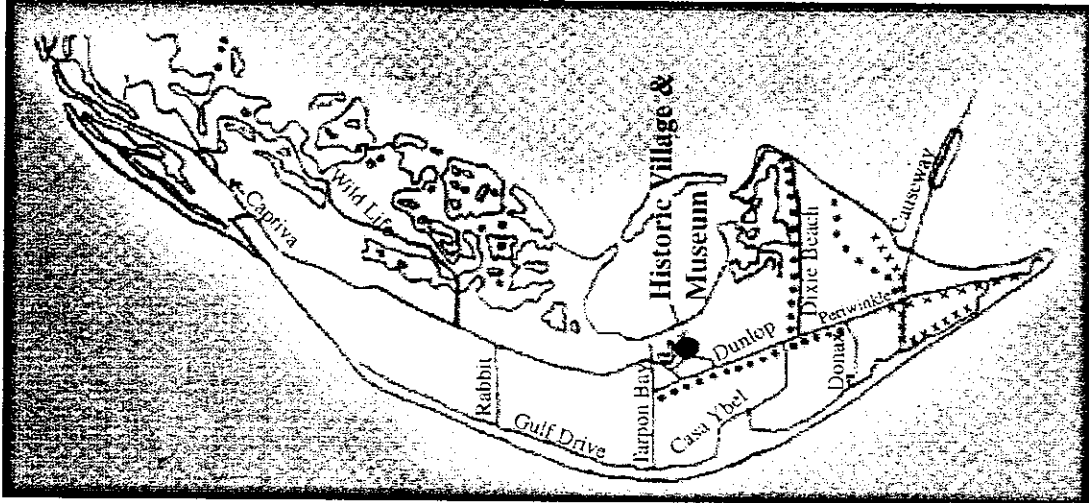
Steve Greenstein
Executive Director

TURING THE VILLAGE

- A - THE RUTLAND HOUSE
- B - FARMING ERA CROPS
- C - BAILEY'S GENERAL STORE
- D - MODEL-T TRUCK
- E - 1926 POST OFFICE
- F - PACKING HOUSE (Replica)
with SURREY and WAGON
- G - MISS CHARLOTTA'S TEA ROOM
- H - BURNAP COTTAGE
- I - MORNING GLORIES COTTAGE



HISTORICAL WALKING & BIKE TOURS



- = Tour # 1 Lighthouse End of the Island
- x = Tour # 2 Pedaling Periwinkle Way



Graphics and Printing by:
 Allegra Print & Imaging
 239-275-5797 • Fax 936-9507
 E-Mail: fmsr@allegranet.com
 3940 Metro Pkwy. #109 • Ft. Myers, FL.

Sanibel Historical Village & Museum



Located at
950 Dunlop Road

is open

10 AM - 4 PM

Wednesday through Saturday

November Through May

10 AM - 1 PM

Wednesday through Saturday

June Through Mid-August

CLOSED HOLIDAYS

Phone: 472-4648

DONATION: \$5.00 PER ADULT

SANIBEL HISTORICAL VILLAGE & MUSEUM

A. The Sanibel Historical Village and Museum is dedicated to the pioneer families of the islands. In "Uncle" Clarence Rutland's home are furnishings from the early 1900's.

B. To the rear of the Rutland House are crops from the farming era.

C. The Sanibel Packing Company, known as Bailey's, holds those items needed by islanders. The store's slogan: "If we don't have it, you don't need it!" In front of the store is a display of the ferry and freight docks that supplied the island with what was needed.

D. The antique Model-T truck seen in the garage behind the store was used for deliveries from Bailey's for many years.

E. The patchwork of lumber sizes found in the 1926 Post Office speaks of its origin as hurricane debris, while the number of mail slots tells the island population.

F. The replica packing house was designed from remnants recently uncovered and photographs from the early 1900's. The surrey and wagon represent island transport. Scattered on the loading dock are bits and pieces of farming life found in sites of new construction.

G. Built for use as a gas station then pressed into brief service as a store, Miss Charlotta's Tea Room is restored to its '30's look before it became a home.

H. The oldest building in this collection is the Burnap Cottage, built in 1898 at Woodring Point. Reported to have been used by an itinerant preacher and to have had a ghostly event, the cottage now houses a Sanibel Lighthouse display, early church history, and remnants of the Algiers, a most unusual house.

I. Facing the water as it did on the bay, is "Morning Glories" a Sears Roebuck kit home from the 1924 Honor Blit Homes catalog... Delivered by barge, the home came complete - except for the carpenter to put the pieces together.

THE ISLANDS AND THEIR HISTORY

About 5000 years ago, Sanibel and Captiva were part of the coastal mainland. Sea waters rose, and then from the gulf, on rocks and shell beds, the islands began to form. Primitive people inhabited Sanibel's Wulfert and bay areas as early as 500 B.C. Shell middens containing pottery shards, shell tools and animal bones remain.

Ponce de Leon discovered the islands in 1513 on his voyage around Florida. The Spanish called the islands "La Costa de Caracofes," or "the Coast of Seashells."

The Calusa, a Native American tribe, attacked the Spanish intruders, but by the 1800's the Calusa were no more, reduced by disease, slavery, and cultural collapse. According to Seminole lore, the Calusa still roam the Everglades as the spirit of the deer.

Sanibel was platted as the Town of Sanybel Island in 1833. The Florida Land Company sold shares of land to prospective colonists who came to farm. By 1837 no one remained. An 1870 census reported two people living on Sanibel, William Allen and his son, George, raising castor beans.

In 1884 the Sanibel Lighthouse, its quarters and dock were built. Four years later the island, except for the part reserved for the Lighthouse, was opened for homesteading. Among the first to settle were farmers, sea captains, clergy, and teachers. Some of their descendants remain here still.

Hurricanes in the 1920's, a railroad line to south Lee County, and the Depression combined to eliminate the island's farming industry. But the advent of ferry service made the islands more accessible to visitors who came for fishing, shelling, and the natural beauty of these barrier islands.

The opening of the Sanibel Causeway was the end of an era.

Become a Mem' of the

SANIBEL HISTORICAL SOCIETY

\$15.00 Single
 \$25.00 Family
 \$100.00 Patron
 \$1,000..... Life

The Sanibel Historical Village and Museum needs volunteers who would enjoy helping others learn about the history of the islands. Our Village will continue to expand, our displays to be changed and augmented. Please help us by giving donations of time and dollars.

**ALL CONTRIBUTIONS ARE TAX DEDUCTIBLE.
 PLEASE MAKE CHECKS PAYABLE TO:**

**MUSEUM FUND/CITY OF SANIBEL
 AND MAIL TO:
 800 DUNLOP ROAD
 SANIBEL, FLORIDA 33957
 PHONE: (239) 472-4648**

NAME _____

ADDRESS _____

PHONE _____

PERMANENT RESIDENT
 OF WINTER RESIDENT

Historical Village directory

A - museum

B - sanibel garden

C - bailey's general store
& dock

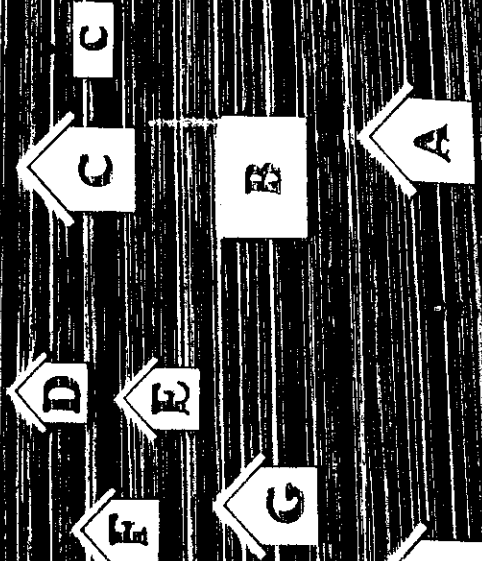
D - delivery truck

E - post office

F - packing house

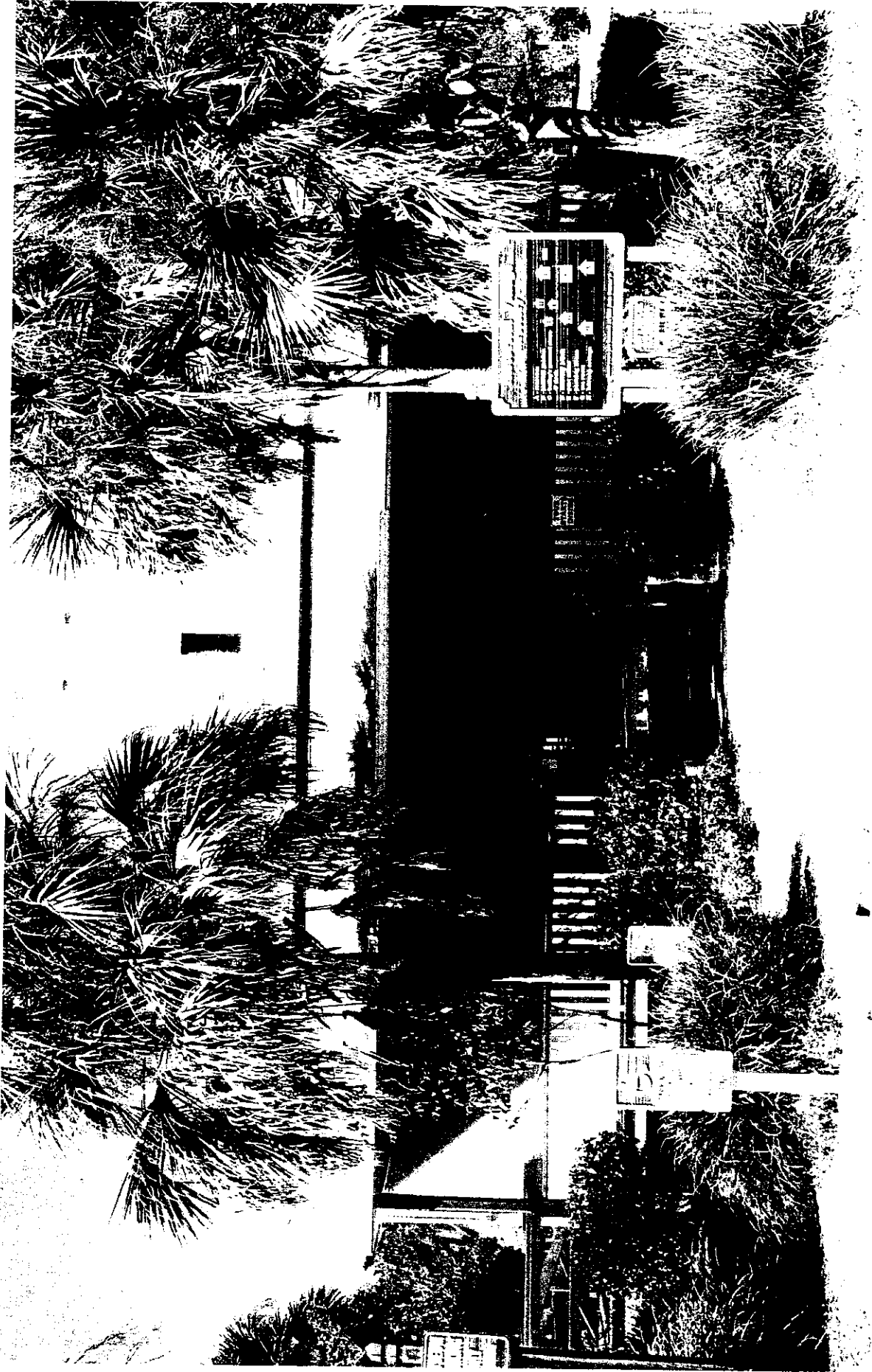
G - tea room

H - burnap cottage

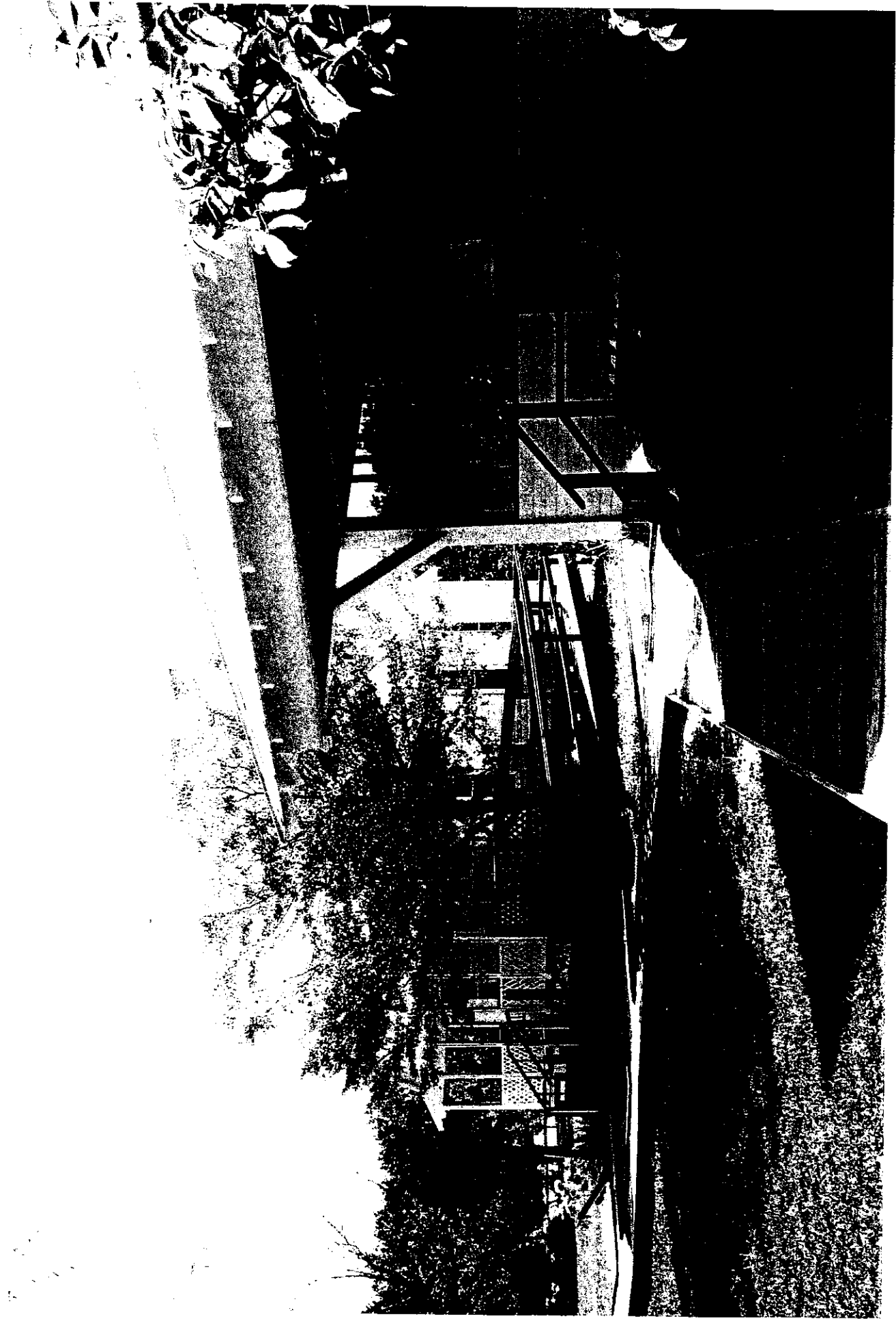


Restrooms are located at Bicardi Center

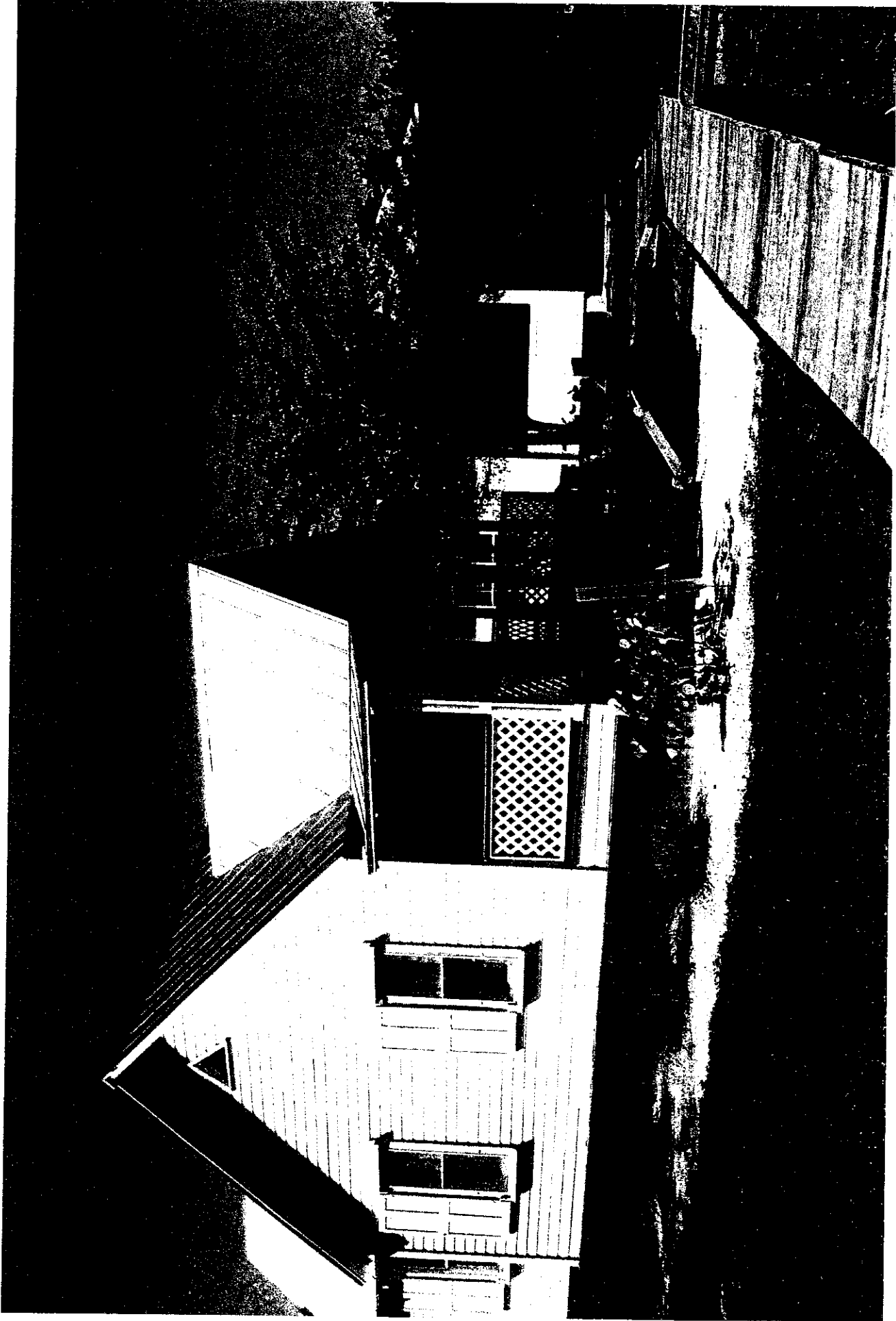
SANITOUSE



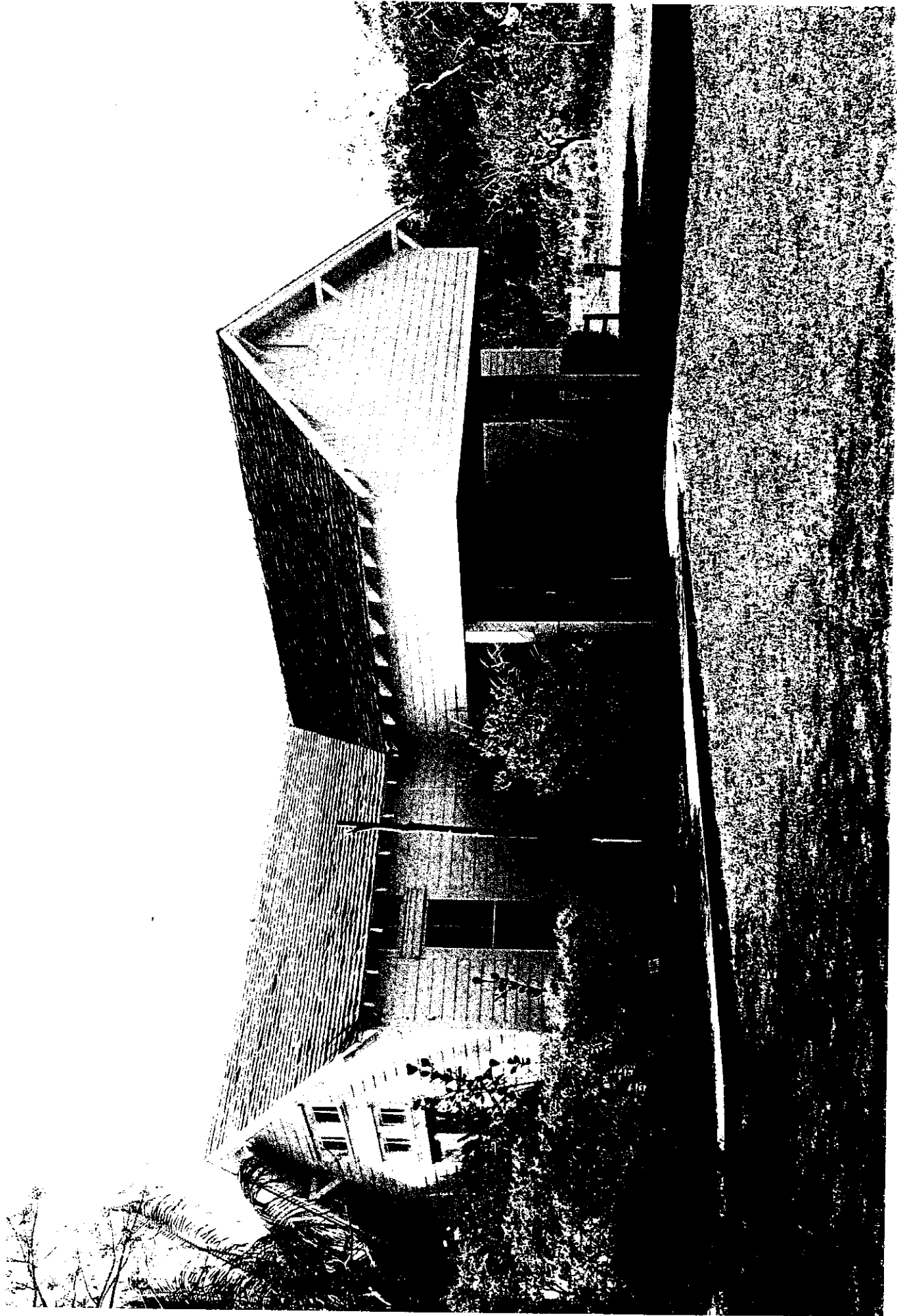
Existing Historical Village and Museum – Rutland House



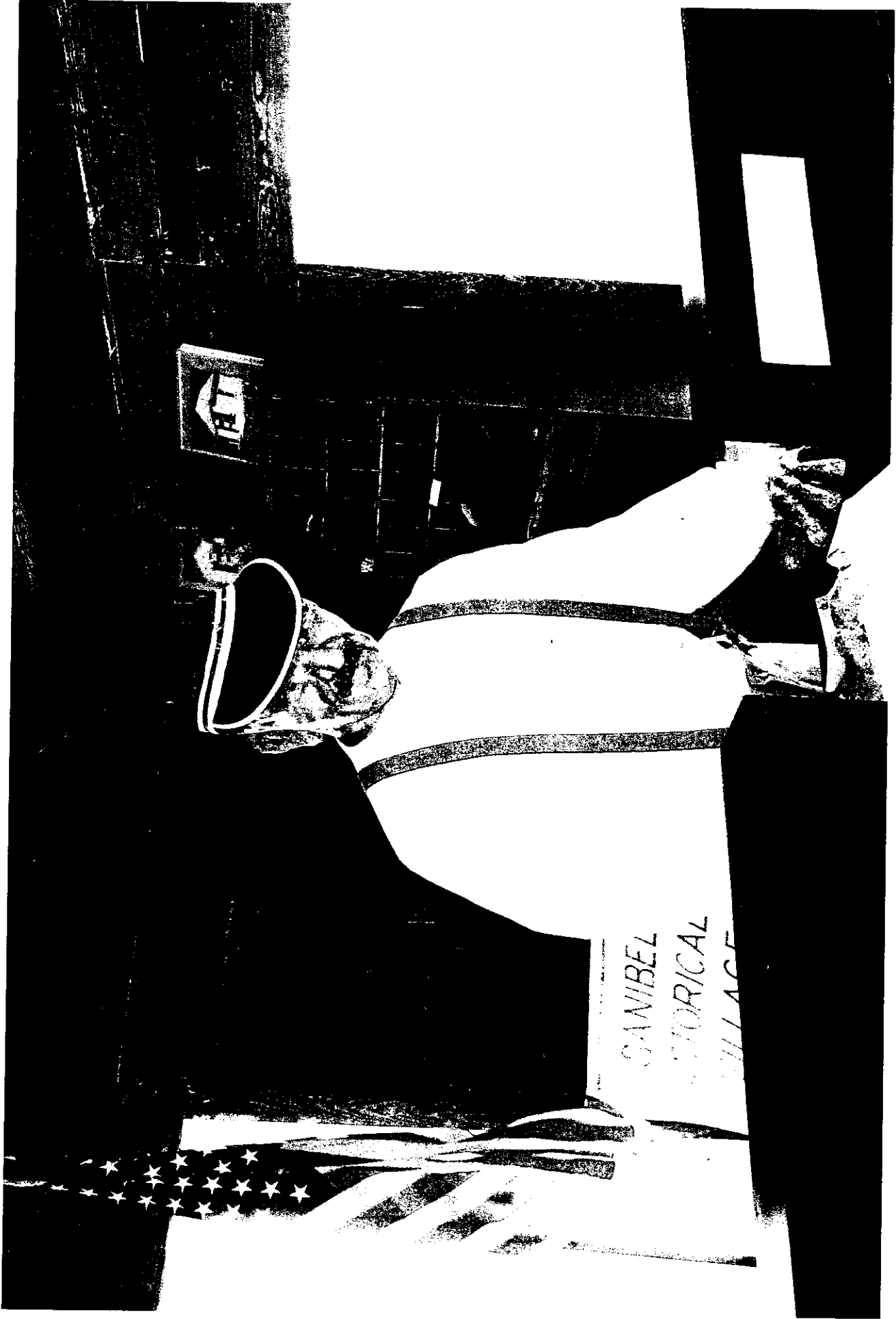
Existing Historical Village and Museum – Miss Charlotta’s Tea Room and Burnap Cottage



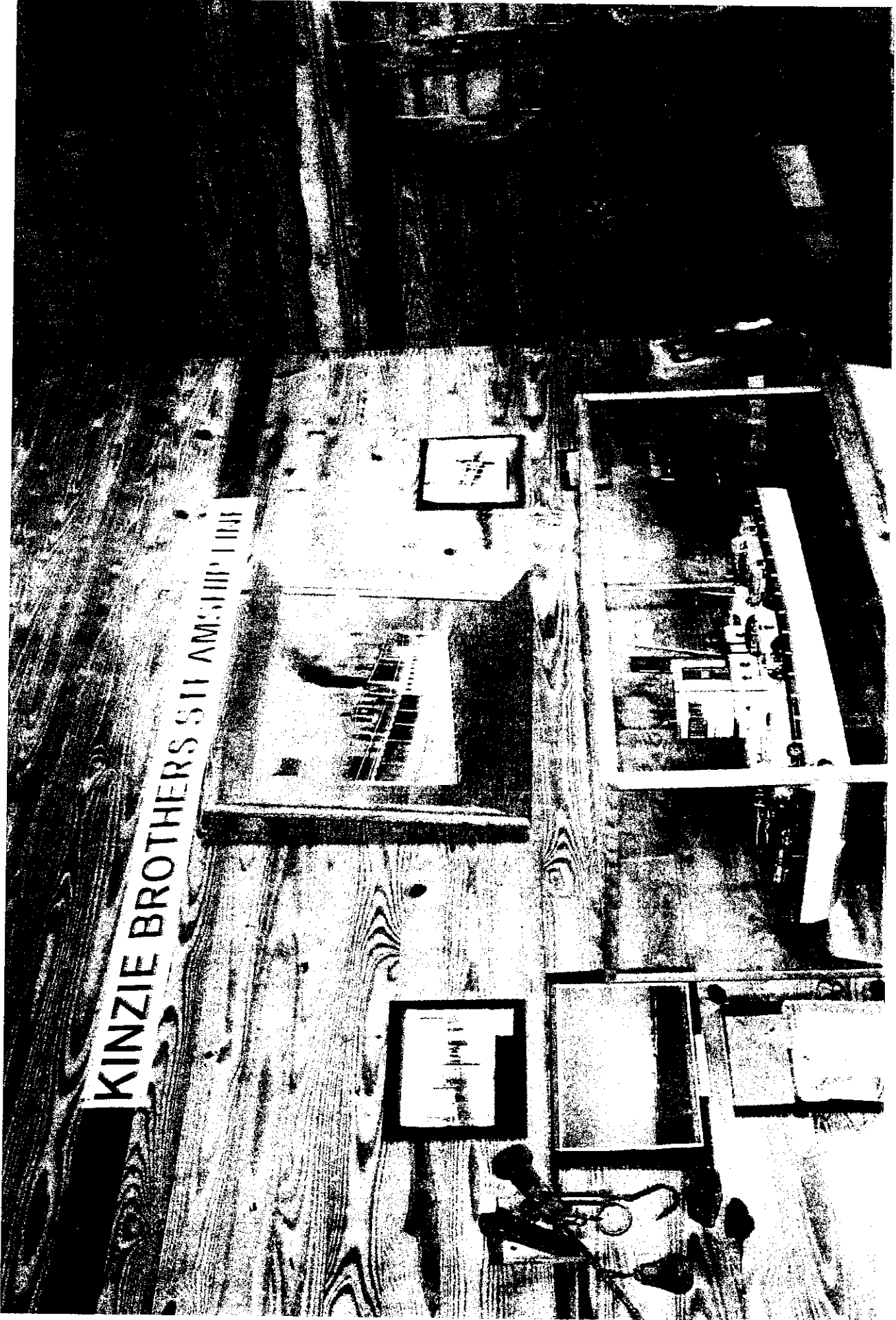
Existing Historical Village and Museum – Burnap Cottage



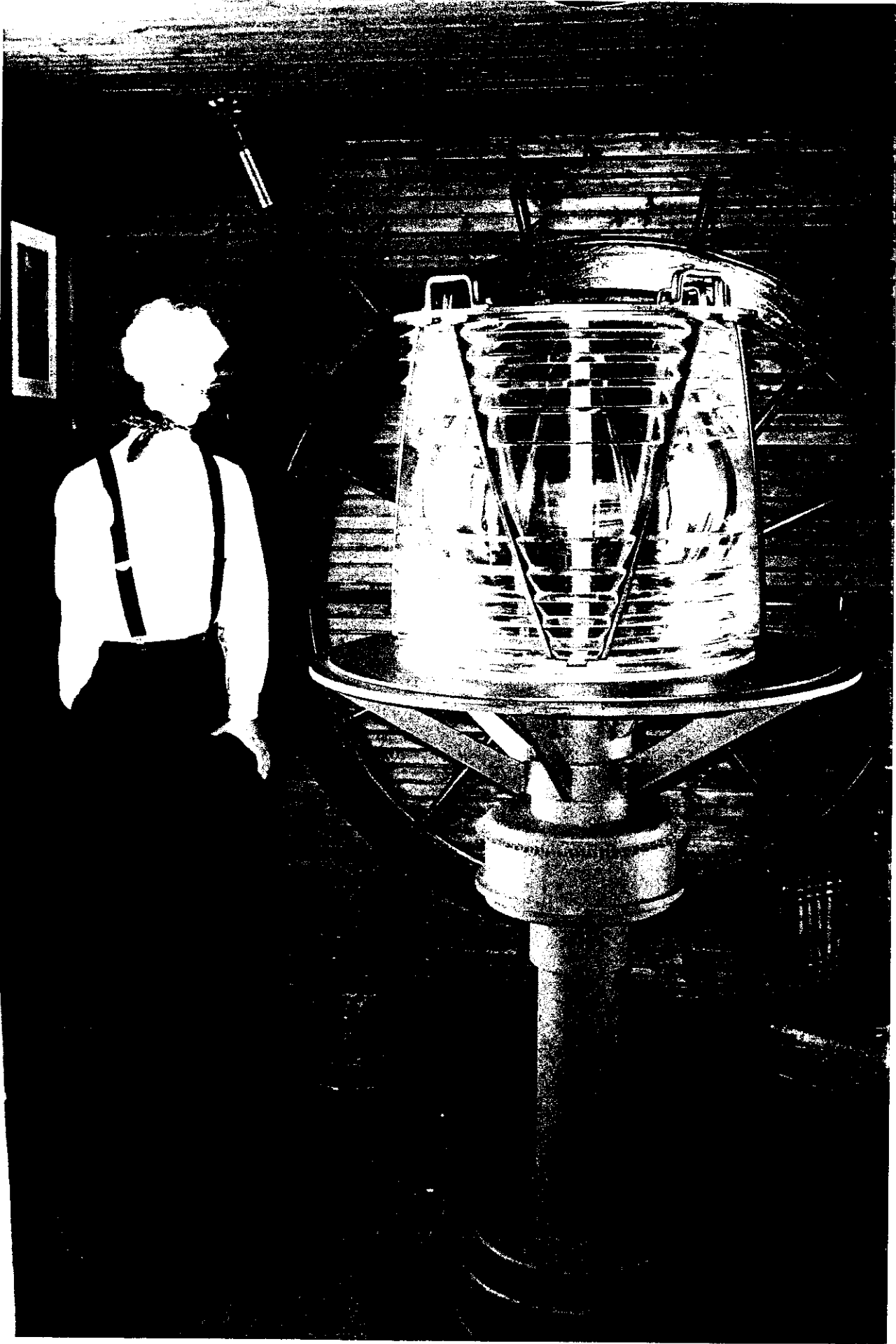
Existing Historical Village and Museum – Original Bailey’s Store



Existing Historical Village and Museum – Will Reed Postmaster in the Old Post Office



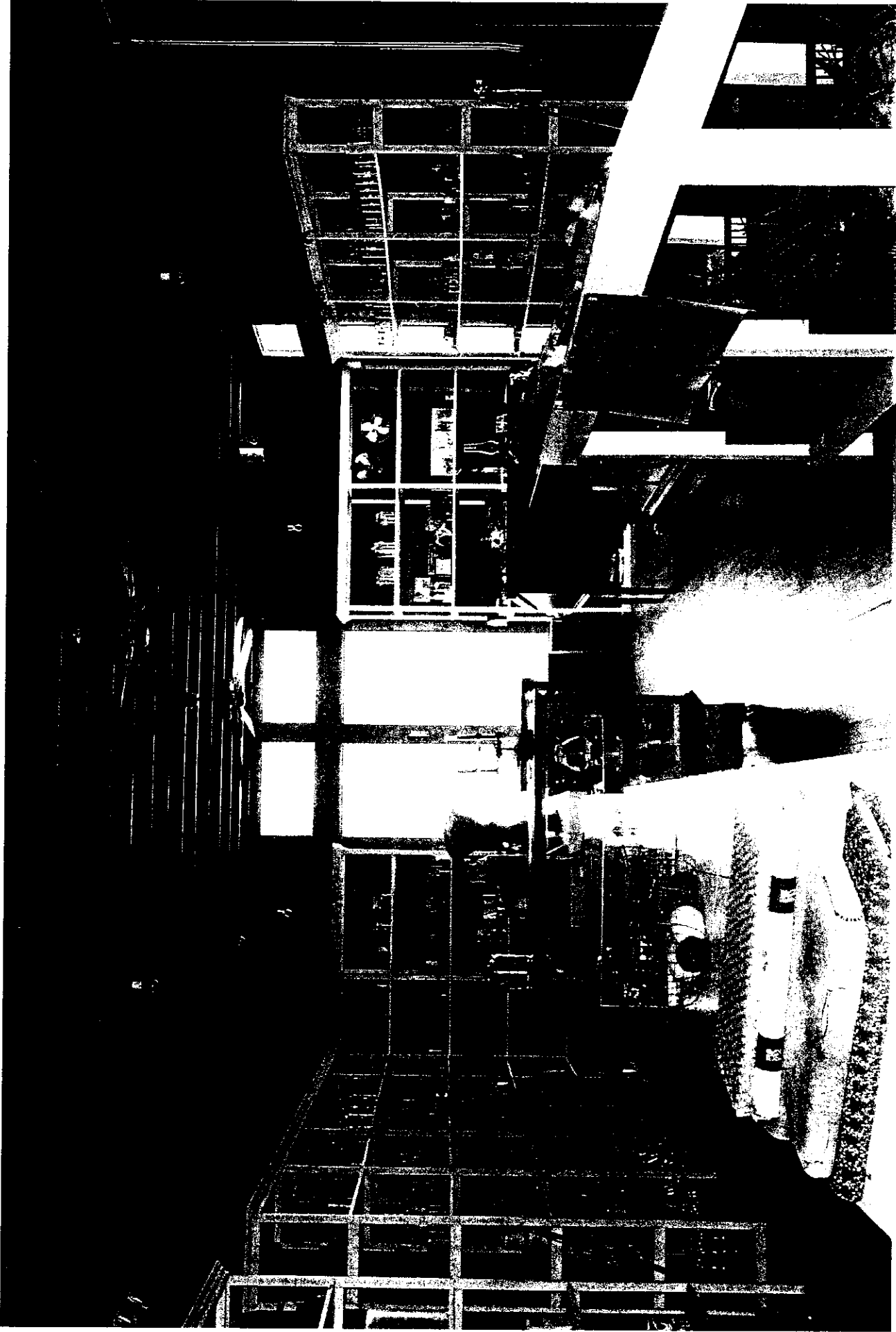
Existing Historical Village and Museum – Model of Sanibel Ferry [Located in the Bailey Store]



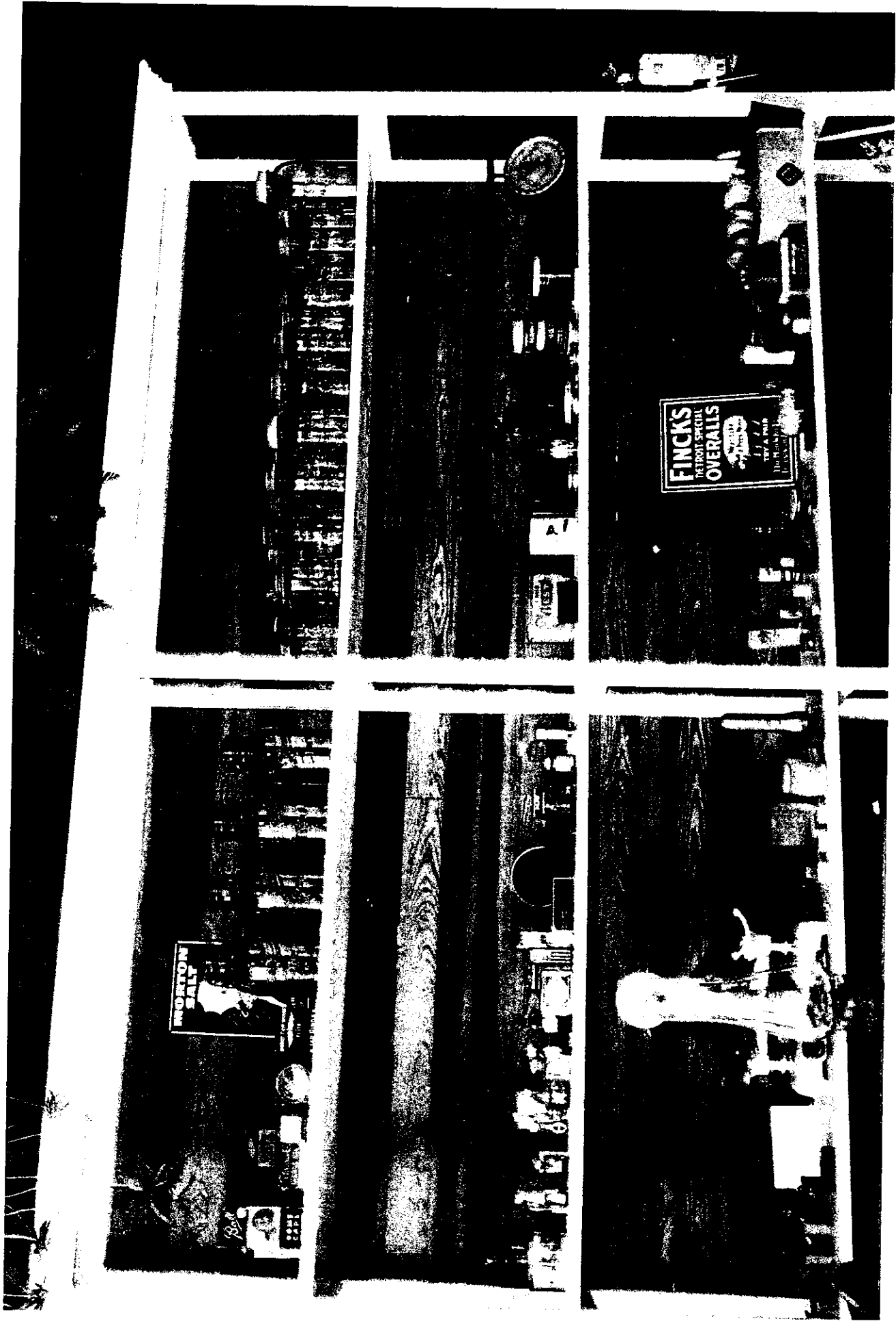
Existing Historical Village and Museum – Original Sanibel Lighthouse Reflector



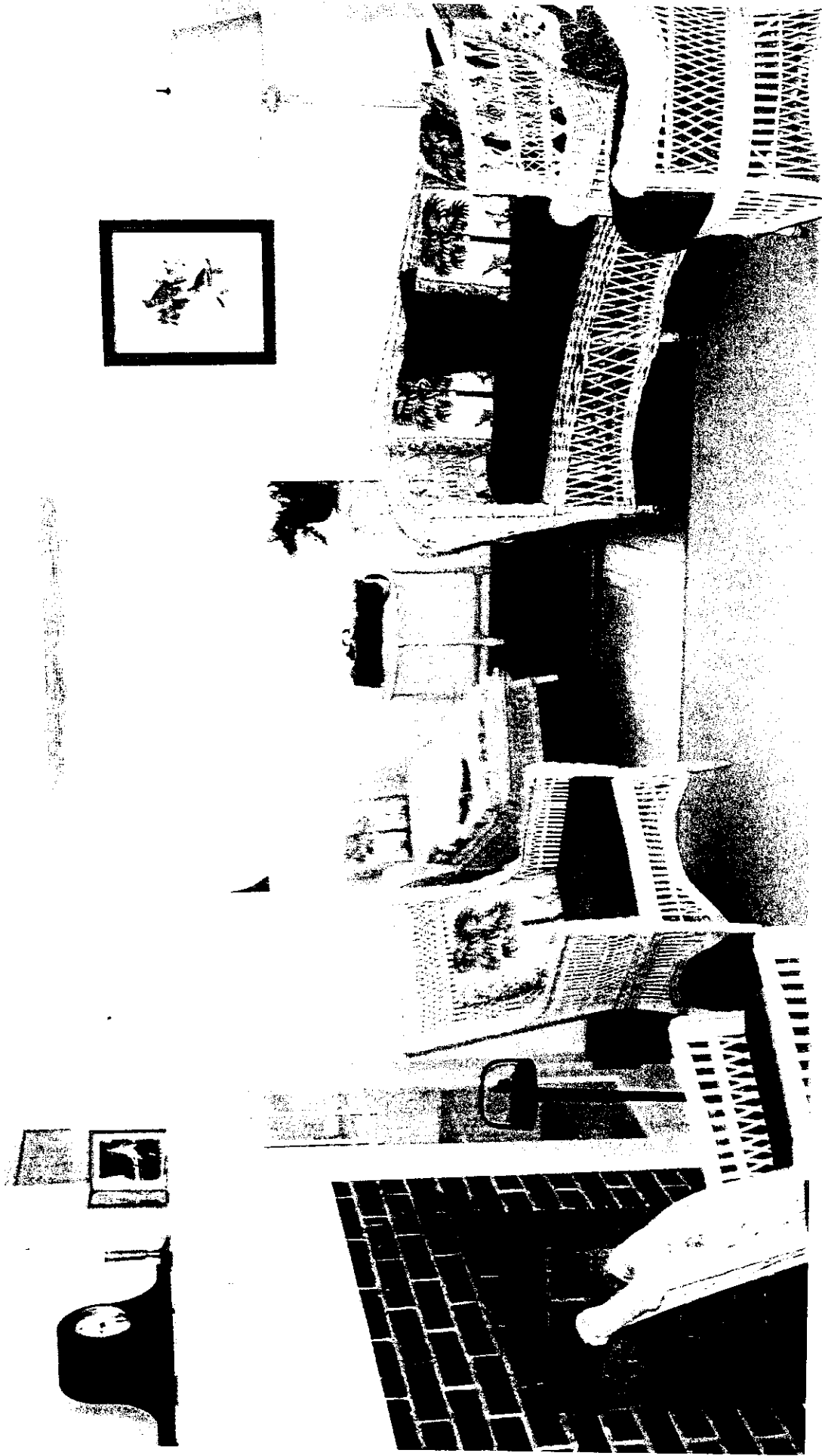
Existing Historical Village and Museum – Rutland House Bedroom



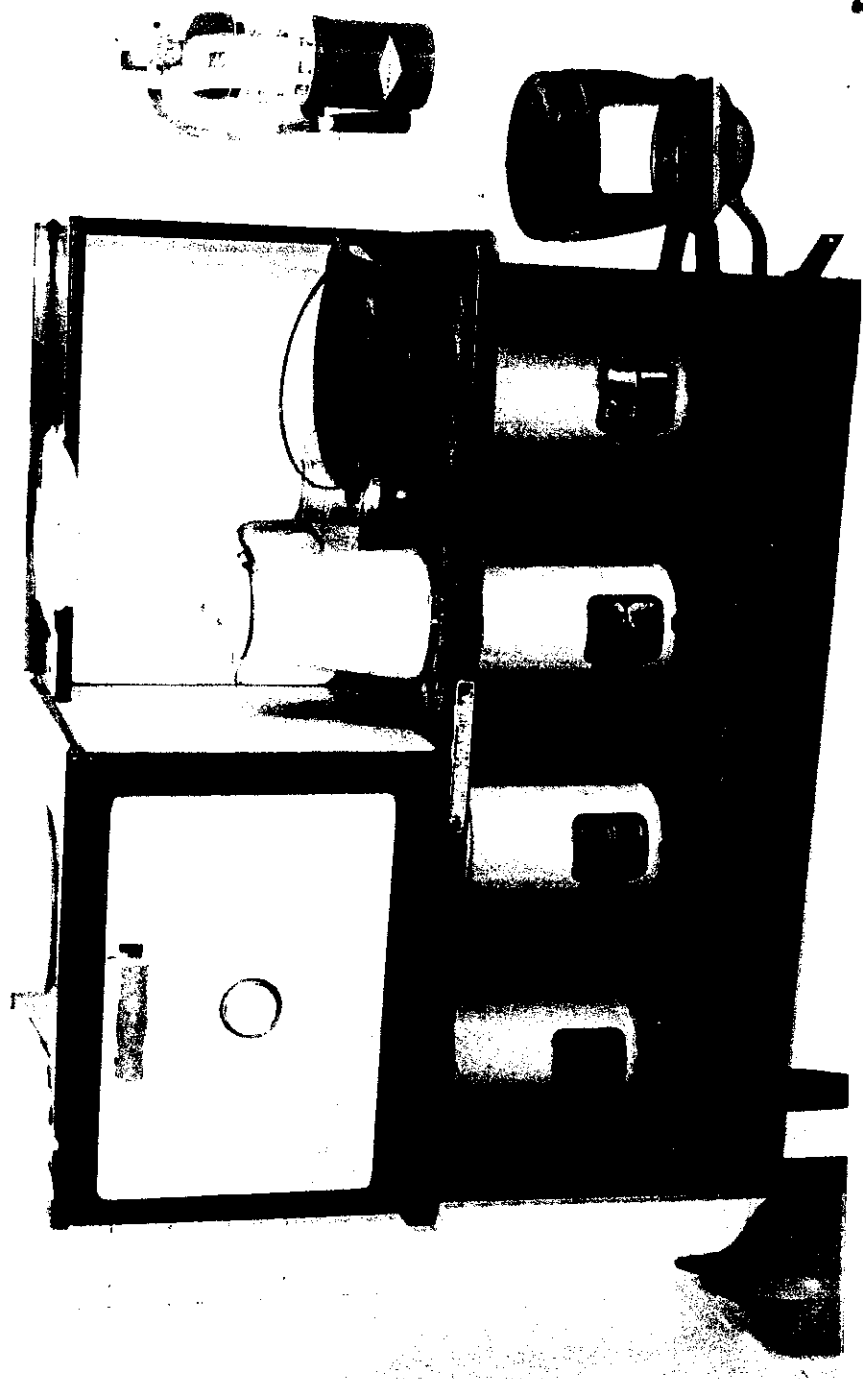
Existing Historical Village and Museum – Interior of the Original Bailey’s Store



Existing Historical Village and Museum – Interior of the Original Bailey’s Store



Existing Historical Village and Museum – Interior of the Morning Glories Cottage



Existing Historical Village and Museum – Interior of the Morning Glories Cottage