

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

Blue Sheet No. **20041491**

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and authorize Chairman to execute an interlocal agreement between Lee County and the City of Sanibel for the Lee County Tourist Development Council Beach & Shoreline CIP project, Sanibel Beach Parks Hurricane Charley Expenses. Approve budget transfer of \$169,500 and amend the FY 2004-05/2008-09 Capital Improvement Program budget accordingly.

WHY ACTION IS NECESSARY: The Board of County Commissioner must approve all transfers and agreements.

WHAT ACTION ACCOMPLISHES: Provides a mechanism to reimbursement the City of Sanibel with TDC beach and shoreline capital improvement program funds.

2. DEPARTMENTAL CATEGORY: 1

COMMISSION DISTRICT #: 1

CIB

3. MEETING DATE:

12-07-2004

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
- B. DEPARTMENT Visitor & Conv. Bureau
- C. DIVISION
- BY: D.T. Minich, Executive Director

[Signature]

7. BACKGROUND:

On September 28, 2004, the Tourist Development Council (TDC) recommended funding this project from hurricane reserves. These funds are for tree removal and facility repair work at beach park facilities necessary to open the parks to visitors following Hurricane Charley, and apply only to the portion of the project expenses not covered by FEMA or the State of Florida.

The attached interlocal agreements authorize the City of Sanibel to perform the specified work and County staff to reimburse the City for expenses incurred. The project is as follows:

201899..... Sanibel Beach Parks Hurricane Charley Expenses..... \$169,500.00

Funds will be available in account number 20189930101.508150, Capital Projects, Sanibel Exotic Removal, Capital Improvement Fund, Tourist Tax, Grants and Aids to Local Governments.

- Attachments: 1. Request for Transfer of Funds
2. Agreement for Tourist Tax Funding (three originals)

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
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
<i>11/13/04</i>
<i>4:46 pm 2004</i>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
<i>11-23-04</i>
<i>[Signature]</i>

Rec. by <i>[Signature]</i>
Date: <i>11/18/04</i>
Time: <i>2:25</i>
Forwarded to: <i>[Signature]</i>
<i>11/18/04 8:00 AM</i>

PS

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, Charter County and a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the City of Sanibel, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 03-18, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Sanibel Beach Parks Hurricane Charley Expenses

NUMBER: 201899

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the request for funding (“Exhibit A”) and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed

\$169,500.00 during the **COUNTY'S** fiscal year 2005. This reimbursement will apply only to the portion of the project expenses not covered by the Federal Emergency Management Agency (FEMA) or the State of Florida.

2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement applies only to the expenses related to the tree removal and facility repair work at Gulfside Beach, Lighthouse Beach and Bowman's Beach. Funding for the re-vegetation of these beach park facilities is not covered under this agreement.
4. This Agreement is subject to the **RECIPIENT** complying with the following Special Conditions: None.
5. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
6. Unspent or unencumbered revenue remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.

7. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.
8. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
9. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
10. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
11. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.

12. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this ____ day of _____, 2004..

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

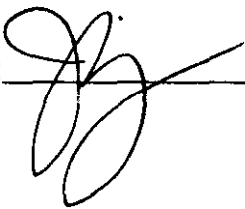
BY: _____
CHAIRMAN

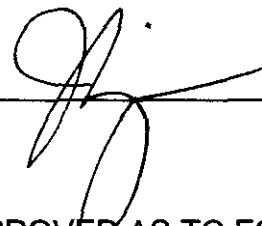
APPROVED AS TO FORM

BY: _____
COUNTY ATTORNEY'S OFFICE

ATTEST:
CITY CLERK

CITY OF SANIBEL, FLORIDA

BY:  _____

BY:  _____

APPROVED AS TO FORM

BY:  _____
CITY ATTORNEY'S OFFICE

"EXHIBIT A"

September 21, 2004



City of Sanibel

800 Dunlop Road
Sanibel, Florida 33957-4096

www.mysanibel.com

AREA CODE - 239

CITY COUNCIL	472-4135
ADMINISTRATIVE	472-3700
BUILDING	472-4555
EMERGENCY MANAGEMENT	472-3111
FINANCE	472-9615
LEGAL	472-4355
PARKS & RECREATION	472-9075
PLANNING	472-4136
POLICE	472-3111
PUBLIC WORKS	472-6397
UTILITIES	472-1008

Mr. D.T. Minich, CDME
Executive Director
Lee Island Coast Visitor & Convention Bureau
2180 West First Street, Suite 100
Fort Myers, FL 33901

Dear Director Minich:

As you are aware, the City of Sanibel is working diligently to re-open the parks and parking lots that provide public access to the beaches. To date, we are proud to announce that we have been able to re-open Blind Pass, Turner and Trost Lots. Unfortunately, these three parks have a total of only 119 parking spaces available.

When you toured our community you had the firsthand opportunity to view the severe damage the parks sustained, especially in the areas forested with Australian Pines. Due to the presence of damaged, leaning, broken-off and downed trees, the three largest parks remain closed. Without addressing these safety problems and fire hazards, these large beach access areas cannot be re-opened to our guests who come from around the globe to enjoy the shells, sun and sand.

Quotes have been received to complete the removal of the large, damaged and downed trees necessary to make these parks safe for visitors to enter and utilize. The cost of the large tree work is as follows:

Gulfside (Algiers Park)	\$ 31,500
Lighthouse Park	\$ 60,800
Bowman's Beach	\$315,700
Total	\$408,000

Additionally, the City of Sanibel Department of Public Works calculated damage to park facilities and amenities including restrooms, boardwalks, piers and beach walkovers at the three largest beach parks as follows:

Gulfside (Algiers Park)	\$ 50,000
Lighthouse Park	\$140,500
Bowman's Beach	\$ 79,500
Total	\$270,000

September 21, 2004
Mr. D.T. Minich
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Following removal of the damaged, downed trees and facility repairs, these parks will be re-open, but shockingly barren and in dire need of trees and groundcover. A minimum of \$350,000 in plantings will be required to even begin restoring these beach parks to the attraction that spawned the tag-line "The Beaches of Sanibel and Fort Myers."

This brings the estimated total for hurricane recovery at these three beach parks to \$1,028,000. Even though we are pursuing reimbursement from FEMA, it remains unclear exactly which of these expenses are FEMA eligible. We have been notified that FEMA will definitely not cover the re-vegetation cost.

Inasmuch as these beaches and the island ecology are a premiere attraction for Lee County's number one industry, tourism, it would be catastrophic to the region's economy to not restore the beach parks as soon as feasible. The City of Sanibel is respectfully and formally requesting the Tourism Development Council to utilize \$1.2 million from reserve funds, much of which was generated from the accommodations on Sanibel, to provide the necessary up-front funding essential to re-open and restore these three beach parks.

In light of the fact that Bowman's Beach is owned by Lee County, we are also working with Director John Yarbrough, Lee County Parks and Recreation and his staff to re-open Bowman's Beach to visitors.

In consideration of the jobs that are at risk until these three beaches are restored, we thank you in advance for your favorable review of this very important request. If we can provide any additional information regarding this request for emergency disaster relief funding, please do not hesitate to contact me directly at (239) 472-4700.

Sincerely yours,



Judith A. Zimomra
City Manager

Xc: Sanibel City Council
John Yarbrough, Director Lee County Parks & Recreation
Executive Staff