

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

Blue Sheet No. 2005-158-1

**1. ACTION REQUESTED/PURPOSE:**

Approve lease with Roefscos, LLC, for 100 designated parking spaces in the surface lot located at 2050 Broadway Street in Ft. Myers, Florida at \$35 per space per month or \$42,000 per year. Lease will be for five years and can be terminated by giving six months advance written notice.

**2. WHAT ACTION ACCOMPLISHES:** Allows Lee County Government to have 100 designated parking spaces in close proximity to the other employee parking lots to help to assist the increasing demands for employee parking.

**3. MANAGEMENT RECOMMENDATION:**

**4. Departmental Category:** 02 *C2C* **5. Meeting Date:** *08-16-2005*

|  |   |               |  |
|--|---|---------------|--|
| <b>6. Agenda:</b><br><input checked="" type="checkbox"/> Consent<br><input type="checkbox"/> Administrative<br><input type="checkbox"/> Appeals<br><input type="checkbox"/> Public<br><input type="checkbox"/> Walk-On | <b>7. Requirement/Purpose: (specify)</b>        |               | <b>8. Request Initiated:</b><br>Commissioner<br>Department <u>Construction &amp; Design</u><br>Division <u>Facilities Management</u><br>By: <u>Richard Beck, Director</u> <i>[Signature]</i> |
|  | <input type="checkbox"/> Statute                |               |  |
|  | <input type="checkbox"/> Ordinance              |               |  |
|  | <input checked="" type="checkbox"/> Admin. Code | <u>AC 4-1</u> |  |
|  | <input type="checkbox"/> Other                  |               |  |

**9. Background:**  
Currently, the Juror/Public parking lot on Monroe Street is being filled to capacity 3 out of the 5 days that it is open. The demand for juror parking is ever increasing, to the point that the approximate 250 existing spaces are not enough to accommodate them. In a few months, the juror/public lot will be expanded by 85 spaces. The expansion will decrease parking for employees in the parking area between Monroe and Cottage Streets. In order to make up for that deficit, the 100 designated parking spaces will be offered to individuals at the cost of \$35 per month.

**EXPENDITURE FUNDING WILL BE AVAILABLE IN THE FOLLOWING ACCOUNT STRING:**

**QC512.1200100.504410**

**REVENUE FOR EMPLOYEE PARKING WILL BE DEPOSITED IN THE FOLLOWING ACCOUNT STRING:**

**QC5121200100.344500.9001**

Attachments: Lease Documents (3)

**10. Review for Scheduling:**

| Department Director           | Purchasing or Contracts | Human Resources | Other | County Attorney               | Budget Services               |                               |                               |                               | County Manager/P.W. Director  |
|-------------------------------|-------------------------|-----------------|-------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
|                               |                         |                 |       |                               | Analyst                       | Risk                          | Grants                        | Mgr.                          |                               |
| <i>[Signature]</i><br>7-27-05 | N/A                     |                 |       | <i>[Signature]</i><br>7-28-05 | <i>[Signature]</i><br>7-28-05 | <i>[Signature]</i><br>7-28-05 | <i>[Signature]</i><br>7-28-05 | <i>[Signature]</i><br>7-28-05 | <i>[Signature]</i><br>7-27-05 |

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN:  
7-28-05  
1:30  
COUNTY ADMIN  
FORWARDED TO:  
S/K/G  
4/105/05

RECEIVED BY  
B.S. ATTY.  
11/15/05  
FORWARDED TO:  
Buckley

**LEASE AGREEMENT BETWEEN LEE COUNTY  
AND ROEFSCO, LLC. FOR USE OF PARKING SPACES**

THIS LEASE AGREEMENT, entered into this \_\_\_\_ day of July, 2005, between RoefSCO, LLC, a Georgia Limited Liability Company, (“Lessor”) and Lee County, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners (“Lessee”).

**WITNESSETH:**

That the Lessor, for and in consideration for 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, as described as follows:

100 designated parking spaces located in the  
parking lot located at 2050 Broadway Street,  
Fort Myers, FL.

**I. TERM**

To have and to hold the above described premises for a term commencing on the 1<sup>st</sup> day of September 2005 and ending on the 31<sup>st</sup> day of August, 2010.

**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 and the Lessee agrees to pay the Lessor the sum of Thirty-Five Dollars (\$35.00) per month for each parking space leased. Rent shall be paid to the Lessor on the first day of each month for the term of the Lease. Rent paid to Lessor after the 5<sup>th</sup> day of the month which rent is due, shall incur a late penalty in the amount of 10% of the outstanding amount, plus interest at a rate of 1% per month. The rent shall be paid to the Lessor at: RoefSCO, LLC, C/O Fialkow & Company, 3295 River Exchange Drive,

Suite 400, Norcross, Georgia 30092 or any other address if so notified in writing by Lessor to Lessee.

The Lessor will provide a receipt to Lessee for payment received. The receipt shall show the amount paid and the number of the leased parking space.

**III. REPAIR OF PARKING LOT**

The Lessor is responsible for costs of repair or maintenance of the parking lot. The Lessee accepts the lot in "as is" condition.

**IV. DAMAGE TO VEHICLES OR THEFT**

Lessor shall not be responsible for damage to Lessee, its persons, its employees, agents or subcontractor's vehicles(s), whether or not such damage is caused by other vehicles(s) or person(s) in the parking lot and surrounding area. Lessor, shall not be responsible for damage or loss to possessions or items left in Lessee's, its employees, agents or subcontractor's vehicle(s).

**V. HANDICAPPED STANDARDS**

The Lessor agrees that the stated premises now conforms, with the requirements of the Sections 255.21 and 255.11, Florida Statutes and ADA requirements, as they may be revised from time to time.

**VI. RIGHT TO TERMINATE**

Both parties shall have the right to terminate this Lease upon giving six months advance written notice to the other party by Certified Mail, Return Receipt Requested.

**VII. CONTACTS**

For purposes of this agreement, the County representative shall be Facilities Management. The Lessor's representative shall be E.S. Fialkow & Company, LLC.

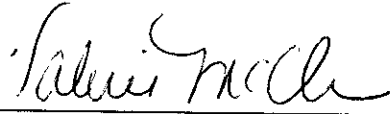
**VIII. WRITTEN AGREEMENT**

This Lease contains the entire agreement between the Parties hereto and it may be modified only in writing, with the approval of the Board of County Commissioners and the agreement to such modification by the Lessor.

**IX. OWNERSHIP**


Lessor covenants and warrants that they are lawfully seized and possessed of the said described property, have good and lawful right, power and sufficient interest to convey a leasehold in same, and that the described property is free from any other leases or encumbrances that would otherwise interfere with the direct relationship between Lessor and Lessee herein.

**IN WITNESS WHEREOF**, the Lessor and Lessee have caused this Lease Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

  
\_\_\_\_\_  
Witness

**LESSOR:**  
Roefsc, LLC

By: \_\_\_\_\_  
Emanuel Fialkow, Manager

  
\_\_\_\_\_  
Witness

**APPROVED AS TO FORM**

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

**ATTEST:**  
Charlie Green, Clerk

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

**LESSEE:**  
Lee County Board of County  
Commissioners

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