

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

Blue Sheet No. 20070195

1. ACTION REQUESTED/PURPOSE:

Approve agreement between Lee County and the Clinic for the Rehabilitation of Wildlife Inc (CROW) for the construction of a new visitor center. Authorize the Chairman's signature on the agreement. Approve budget amendment resolution and transfer in the amount of \$500,000. Transfer is from TDC debt service fund reserves.

2. FUNDING SOURCE:

Funds-Tourist development tax.

3. WHAT ACTION ACCOMPLISHES:

Finalizes the agreement with the CROW and allocates funds accordingly.

4. MANAGEMENT RECOMMENDATION:

Approve.

5. Departmental Category:

CIA

6. Meeting Date:

FEB 27 2007

7. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

8. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

9. Request Initiated:

Commissioner _____
 Department **VCB**
 Division _____
 By: **D.T. Minich, Director**

10. Background:

On June 9, 2006, the Lee County Tourist Development Council approved funding toward the construction of visitor center at the Clinic for the Rehabilitation of Wildlife on Sanibel. Funding was approved in the amount of up to \$500,000.

Funds will be made available in 40199400100.508210, CROW Visitor Center.

Attachments: Interlocal Agreement (3 originals)

Budget Amendment Resolution
 Request for Transfer of Funds

11. 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>	<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i> 2/14/07	<i>[Signature]</i> 2/14/07	<i>[Signature]</i> 2/14/07	<i>[Signature]</i> 2/15/07	<i>[Signature]</i> 2-13-07

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *[Signature]*
 2/14 2:05pm
 COUNTY ADMIN FORWARDED TO: *[Signature]*
 2/15/07
 1pm

Rec. by CoAtty
 Date: 2/13/07
 Time: 2:00pm
 Forwarded To: *[Signature]*

RESOLUTION

Amending the Budget of General Fund 00100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2006-2007.

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 General Fund 00100 budget for \$500,000 of the unanticipated revenue from the TDC Debt Service Fund and an appropriation of a like amount for construction costs and;

WHEREAS, the General Fund 00100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$570,251,029
Additions		
GC5810100100.381000.922650	Transfer from Fund 22650	500,000
Amended Total Estimated Revenues		\$570,751,029

APPROPRIATIONS

Prior Total:		\$570,251,029
Additions		
40199400100.508150	Grants & Aid to Local Governments	500,000
Amended Total Appropriations		\$570,751,029

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund 00100 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 _____, 2007.

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

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS GRANT AGREEMENT is made and entered into as of the _____ day of _____, 2007, by and between **LEE COUNTY**, a Charter County and a political subdivision of the State of Florida herein referred to as "County", and the Clinic for the Rehabilitation of Wildlife, Inc., (CROW), a 501 (c) (3), not for profit veterinary hospital, incorporated in the State of Florida, collectively "the Parties", hereto, 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. 05-24, Lee County collects tourist development tax; and

WHEREAS, the Clinic for the Rehabilitation of Wildlife, Inc., (CROW) is one of the nation's leading wildlife hospitals for tropical native and migratory wildlife; and,

WHEREAS, TDC is authorized to provide funds to remodel, repair, improve nature centers which are owned and operated by not-for-profit organizations and open to the public; and

WHEREAS, TDC goal is to attract visitors to Lee County and recognizes the trend of nature and wildlife oriented travel and has helped enhance Lee County's reputation as a eco-tourist destination; and,

WHEREAS, CROW proposes to construct a new Visitor Center and expand the clinic; and,

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

WHEREAS, TDC is willing to contribute funds on a reimbursable basis for CROW's Visitor Center, in the amount of \$500,000.00.

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

NAME: CROW Visitor Center

NUMBER: 401994

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The provisions and findings of the "Whereas" clauses above are incorporated herein as if set out further at length.
2. This agreement is entered into pursuant to the Lee County Charter, Chapters 125, Laws of Florida and other applicable law.
3. The purpose of this Agreement is for the County to provide to CROW on a reimbursable basis, \$500,000.00 assist in the funding of the Project as described in hereof. The County's funding obligation to CROW will be subject to the provisions and conditions as further set forth in this agreement.

4. The **CROW** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **CROW** for the amount not to exceed \$500,000.00 prior to the end of calendar year of 2010.
5. Funding is solely limited to the project as described in Exhibit "A" attached hereto and incorporated by reference. Exhibit "A" includes a description of the project, estimated time line and costs for completion. **CROW** 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 Executive Director of the Visitor Convention Bureau or his designee.
6. This Agreement is subject to the **CROW** complying with the following Special Conditions: None
7. **CROW** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
8. 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.

9. Accurate records of all expenditures shall be maintained by the **CROW**, 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.
10. **CROW** 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.
11. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **CROW** 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 **CROW** or debts incurred by the **CROW**.
12. The **CROW** 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.
13. The **CROW** 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.

14. 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 _____, 200__.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

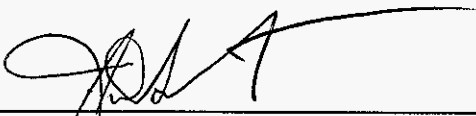
APPROVED AS TO FORM

BY: _____
COUNTY ATTORNEY'S OFFICE

CLINIC FOR THE REHABILITATION OF
WILDLIFE, INC., (CROW)



Witness

BY: 

President



Witness

“Exhibit A”
CROW Visitor Center Project

I. PROJECT DESCRIPTION:

Construction of a Visitor / Education Center at CROW on Sanibel Island which not only compliments other island and Lee County eco-tourist destinations, but also has the potential to become a unique attraction of Lee County tourism. The Visitor Center will be open to the public six or seven days per week, hosting an estimated 40-50,000 visitors each year.

II. SCHEDULE OF COMPLETION:

Development permits are currently being applied for with the City of Sanibel. Architectural plans have been completed and bids are being sought by our Construction Supervisor, Kevin Vertesch, of Dan Hahn Custom Builders. The design firm of Wilderness Graphics has been hired to develop the educational exhibits and they have submitted a concept proposal for the exhibits which is under review at CROW. The building and the exhibit completion are anticipated for July, 2008.

III. ESTIMATED COSTS TO COMPLETE

The construction estimate for the building is \$800,000 and the projected exhibit costs are \$500,000 for a total Visitor / Education Center estimate of \$1,300,000.