**RESOLUTION 12-005**

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-013 AND PROVIDING AN EFFECTIVE DATE**

**NOW, THEREFORE, BE IT RESOLVED** by City Council of the City of Sanibel, Florida:

**SECTION 1.** The revised Beach Parking Fund for fiscal year 2011-2012, Budget Amendment/Transfer BA 2012-013 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

**SECTION 2.** Effective date.

This resolution shall take effect immediately upon adoption.

**DULY PASSED AND ENACTED** by the Council of the City of Sanibel, Florida this 3rd day of January 2012.

**AUTHENTICATION:**

Kevin Ruane, Mayor

Pamela Smith, City Clerk

**APPROVED AS TO FORM:** Kenneth B. Cuyler, City Attorney 12/21/11 Date

Vote of Councilmembers:

| | |
|---|---|
| Ruane | yea |
| Denham | yea |
| Congress | yea |
| Harrity | yea |
| Jennings | yea |

Date filed with City Clerk: January 3, 2012

DOCUMENT NUMBER BA 2012 - 013

*CITY OF SANIBEL*
*BUDGET AMENDMENT/TRANSFER*

FUND: BEACH PARKING FUND
DEPT: Public Works / Police

| FUND | ORG | OBJECT | DESCRIPTION | Project Number | Amount Prior To Change | Incr/(Decr) REVENUE | Incr/(Decr) EXPENSE | Amount After Change |
|---|---|---|---|---|---|---|---|---|
| | | | ***BEACH PARKING FUND*** | | | | | - |
| 470 | 470 | 337401 | Grants from Local Units-TDC | **401656** | - | 898,000 | | 898,000 |
| 470 | 470 | 389020 | Ending fund balance | | 570,003 | (898,000) | | (327,997) |
| | | | | | TOTAL: | - | - | |

PURPOSE: To appropriate $898,000 from the Lee County Tourist Development Council (TDC) for fiscal Year 2011-12 for Sanibel Facility/Beach Maintenance. This amendment increases the FY12 budget by $898,000.

| Prepared by: | Date | Approved by: | Date | Input by: | GROUP # | Date |
|---|---|---|---|---|---|---|
| F. Slane | 1/3/2012 | | | | | |

the beaches of
FORT MYERS SANIBEL

RECEIVED BY
11 DEC 15 PM 4:11
CITY OF SANIBEL
ADMIN./LEGIS.

December 14, 2011

Ms. Judith Zimomra
City Manager
CITY OF SANIBEL
800 Dunlop Road
Sanibel, Florida 33957-4096

Dear Ms. Zimomra,

Enclosed please find the fully executed "Agreement for Tourist Development Tax Funding" documents for the project approved for funding in Lee County's fiscal year 2011-2012.

| Project No. | Project Name | Amount |
|---|---|---|
| **401656** | **Sanibel Facility/Beach Maintenance** | **$ 898,000.00** |

Should you have any questions, do not hesitate to contact this office

Sincerely,

Nancy MacPhee
Program Manager

Enclosures

cc: T. Pigott, Executive Director

# PURCHASE ORDER



LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
PO BOX 398
FORT MYERS, FL 33902 - 0398
(239) 533-5450 TELEPHONE (239) 485-5460 FAX

BILL TO: LEE COUNTY FINANCE DEPARTMENT
PO DRAWER 2238
FORT MYERS, FL 33902-2238
(239) 533-2100

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

FLORIDA SALES TAX EXEMPTION NO. 85-8012622170C-4

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with the County; and may not transact business with the County in excess of $25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

**VENDOR: 101607**
**CITY OF SANIBEL**
**800 DUNLOP ROAD**
**SANIBEL, FL 33957**

**SHIP TO: VISITOR & CONVENTION BUREAU - VCB**
**2201 SECOND STREET SUITE 600**
**FORT MYERS, FL 33901**

BUSINESS PHONE: 239 472-9615
FAX NUMBER: 239 472-3065

REQUISITIONER: MALDONBR
BUYER: MALDONBR

**P.O. NO.: 5856**

ORDER DATE:
DELIVERY DATE:
INSTRUCTIONS:

FREIGHT TERMS: NONE
CONFIRM TO:

QUOTE/CONTRACT NO.: BLUE SHEET # 20110968
BRANCH/PLANT : VCBOS

INTERLOCAL AGREEMENT: CITY OF SANIBEL

BLUE SHEET No: 20110968
SCHEDULED BOARD DATE: 12/06/2011

SUBJECT: TO REIMBURSE SANIBEL ISLAND FACILITY BEACH MAINTENANCE, AS OUTLINED IN THE PROJECT DESCRIPTION.

| Line | Rev | Item | Description/Account | Ordered | UOM | Unit Price | Extended Price | Req. No. | Type |
|---|---|---|---|---|---|---|---|---|---|
| 1.000 | 0 | 99916 | INTERLOCAL GOVERNMENTAL SANIBEL FACILITY BCH MAINT. 40165630101.508150 | | EA | .0000 | 898,000.00 | | |

**Total Order: 898,000.00**

**PURCHASING AUTHORIZATION: ROBERT FRANCESCHINI**

# AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, 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. 10-31 as may be amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, **COUNTY** and **RECIPIENT** acknowledge 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 Facility/Beach Maintenance**

NUMBER: **401656**

**NOW, THEREFORE**, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed $898,000 during the **COUNTY'S** fiscal year 2012.
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 is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered funds 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.
6. 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.

7. **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.

8. 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**.

9. 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.

10. 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.

11. 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 6th day of December, 2011

ATTEST:
CHARLIE GREEN, CLERK

BY: Marcia Wilson
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
CHAIR

APPROVED AS TO FORM

BY: Andrea R. Fraser
COUNTY ATTORNEY'S OFFICE

ATTEST:
CITY CLERK

BY: _____

CITY OF SANIBEL, FLORIDA

BY: _____

APPROVED AS TO FORM

BY: Kenneth B. Cuyler
CITY ATTORNEY'S OFFICE

APPROVED FINANCIAL SUFFICIENCY
Sylvia A. Edwards, Finance Director