

ORIGINAL

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September 26, 2003

BY HAND DELIVERY

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Blanca Bayo, Director
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED
SEP 26 PM 2:29
COMMISSION
CLERK

Re: Lee County's Requests for Official Recognition and Deferral, FPSC Docket No. 030748-SU, In Re: Application of Forest Utilities, Inc.

Dear Ms. Bayo:

Enclosed for filing are the original and fifteen copies of Lee County's Requests for Official Recognition and Deferral in the above-styled docket. I have also enclosed a 3.5" diskette containing this pleading in WordPerfect format. I will appreciate your confirming receipt of this pleading by stamping the attached filing copy thereof and returning same to my attention.

As always, my thanks to you and to your professional Staff for their kind and courteous assistance. If you have any questions, please give me a call at (850)681-0311.

Cordially yours,


Robert Scheffel Wright

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

Enclosures

- AUS _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- EDR _____
- GCL _____
- OPC _____
- MMS _____
- SEC 1
- OTH _____

DOCUMENT NUMBER-DATE

09269 SEP 26 8

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application of Forest Utilities, Inc. For Approval of a New Class of Service for Bulk Wastewater Service)) DOCKET NO. 030748-SU) FILED: September 26, 2003)

LEE COUNTY'S REQUESTS FOR OFFICIAL RECOGNITION AND DEFERRAL

Lee County, Florida ("Lee County"), pursuant to Sections 90.202, 90.203, and 120.569(2)(i), Florida Statutes,¹ hereby requests that the Commission take official recognition of the public records (attached hereto as Exhibit A), which document the Lee County Board of County Commissioners' approval of an Agreement for Temporary Connection of Jamaica Bay West to Lee County Utilities ("Agreement"). In addition to the Agreement, the attached records include the Agenda Item Summary and minutes reflecting the Lee County Board of County Commissioners' approval of this Agreement at its regular meeting of Tuesday, September 23, 2003. Lee County also respectfully requests that the Commission defer its consideration of this docket from its September 30, 2003 Agenda Conference until its Agenda Conference on October 21, 2003, or a later date, as may be appropriate.

¹ All references herein to the Florida Statutes are to the 2002 edition thereof.

DOCUMENT NUMBER 030748-SU
09269 SEP 26 2003
FPSC-COMMISSION CLERK

REQUEST FOR OFFICIAL RECOGNITION

Lee County respectfully requests that the Commission take official recognition of the attached Agreement and the public records documenting the Lee County Board of County Commissioners' approval and authorization for the execution of the Agreement on behalf of the County. Official recognition of these documents is supported by statutory and case law.

Section 90.202(10), Florida Statutes, provides that a court (and the Commission) may take judicial notice of

(10) Duly enacted ordinances and resolutions of municipalities and counties located in Florida, provided such ordinances and resolutions are available in printed copies or as certified copies.

The subject documents reflect an official action, taken by formal vote, of the Lee County Board of County Commissioners at its regular public meeting of September 23, 2003. Although the Board's action approving the Agreement is not technically in the form of a resolution, this official action by the Board has the substantive nature of a resolution. The Board could have adopted a resolution authorizing the Chairman of the Board to execute the Agreement on the County's behalf; the Board, however, simply took its action via a formal vote without the formality of a written resolution, which is its policy. This form of action by the Board does not change the legal character of its act. Accordingly, the Commission should take official notice of the

Agreement and the documents evidencing the Board's action.

Although there is relatively little case law on this particular issue, the Florida Supreme Court has stated that

Courts may take judicial cognizance of all public documents and public records.

Conyers v. State, 98 Fla. 417, 419, 123 So. 817, 818 (1929).

(The excerpts from the Board's minutes are found at BOOK 2003R - B.O.C.C., pages 1, 13-14, of the official records of the Lee County Board of County Commissioners.)

Moreover, Section 90.202(12), Florida Statutes provides that a court (and thus the Commission) may take judicial notice of

(12) Facts that are not subject to dispute because they are capable of accurate and ready determination by resort to sources whose accuracy cannot be questioned.

In this instance, the existence of the Agreement and the Board's action approving the Agreement are public records, the existence and accuracy of which are readily established by reference to the official documents of Lee County. Accordingly, the Commission should take official recognition of the attached documents.

Section 90.203, Florida Statutes, provides that

A court shall take judicial notice of any matter in s. 90.202 when a party requests it and:

(1) Gives each adverse party timely written notice of the request, proof of which is filed with the court, to enable the adverse party to prepare to meet the request.

(2) Furnishes the court with sufficient information to enable it to take judicial notice of the matter.

By filing this request for official recognition with the Commission, and by serving Forest Utilities' counsel with a copy hereof via hand delivery,² Lee County has fully complied with Section 90.203, Florida Statutes, and accordingly, the Commission must take official recognition of the Agreement and the attached documents demonstrating the Board's approval thereof.

Section 120.569(2)(i), Florida Statutes, provides that "[w]hen official recognition is requested, the parties shall be notified and given an opportunity to examine and contest the material." As above, by filing this Request for Official Recognition and by timely serving Forest Utilities' counsel with same via hand delivery, Lee County has satisfied these requirements.

REQUEST FOR DEFERRAL

The execution of the Agreement renders most of the factual allegations in Forest Utilities' Application no longer operative and factually inaccurate. Accordingly, the interests of the Commission and the parties will be best served by deferring this matter from the Commission's September 30, 2003 Agenda Conference to give the parties and the Commission Staff the time and opportunity to determine whether this docket should continue, and if so, to what end and via what procedures. As a result, Lee

² Lee County's counsel also furnished a copy of the executed Agreement to Forest Utilities' counsel by hand delivery on Thursday, September 25, 2003.

County respectfully requests that the Commission defer its consideration of this item from its September 30, 2003 Agenda Conference to a later date. To the extent necessary, Lee County also requests that the Commission suspend Forest Utilities' proposed bulk wastewater tariff during the period of any deferral, due to said tariff's applicability solely to the subject of the Agreement.

With regard to the period of any deferral, Lee County would request only that the matter not be taken up at the Commission's October 7, 2003 Agenda Conference, due to the fact that the undersigned serves as counsel to the Flagler County Utility Regulatory Authority and is already committed to attend a meeting of that Authority in Bunnell, Florida, on the morning of October 7, 2003.

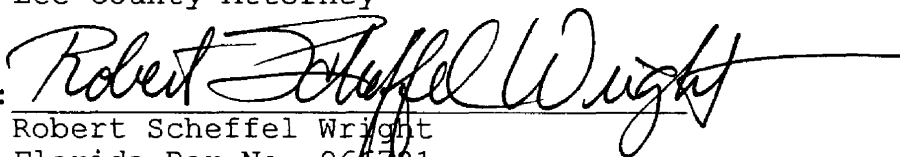
CONCLUSION

WHEREFORE, based upon the foregoing, Lee County, Florida respectfully requests that the Commission take official recognition of the attached Agreement and public records, and that the Commission also defer its consideration of this matter from its September 30, 2003 Agenda Conference to an Agenda Conference on or after October 21, 2003, or to such other date as the Commission may deem appropriate.

Respectfully submitted this 26th day of September, 2003.

James G. Yaeger
Lee County Attorney

By:



Robert Scheffel Wright
Florida Bar No. 966721
John T. LaVia, III
Florida Bar No. 853666
Landers & Parsons, P.A.
310 West College Avenue (ZIP 32301)
Post Office Box 271
Tallahassee, Florida 32302
(850) 681-0311 (Telephone)
(850) 224-5595 (Facsimile)

AND

David M. Owen
Chief Assistant County Attorney
Florida Bar No. 380547
Office of the Lee County Attorney
2115 Second St., 6th Floor (ZIP 33901)
Post Office Box 398
Fort Myers, Florida 33902
(239) 335-2236 (Telephone)
(239) 335-2606 (Facsimile)

EXHIBIT A

**AGREEMENT FOR TEMPORARY CONNECTION OF JAMAICA BAY WEST TO
LEE COUNTY UTILITIES, AGENDA ITEM SUMMARY, AND EXCERPT
FROM THE MINUTES OF THE LEE COUNTY BOARD OF COUNTY
COMMISSIONERS' MEETING OF SEPTEMBER 23, 2003**

**AGREEMENT FOR A TEMPORARY, EMERGENCY
CONNECTION FOR WASTEWATER DISPOSAL SERVICES**

THIS AGREEMENT is made this 23rd day of September, 2003, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida ("County"), and **JAMAICA BAY WEST ASSOCIATES, LTD.**, a Florida limited partnership ("Jamaica Bay"), collectively, the "Parties" hereto, for temporary, emergency wastewater disposal services.

WHEREAS, the County owns and operates a domestic wastewater collection and transmission system ("South System"), which facilities have the present and future capacity to serve Jamaica Bay's needs, and are proximate and available to Jamaica Bay; and,

WHEREAS, Jamaica Bay is at this time, under a Consent Order from the Florida Department of Environmental Protection ("FDEP") which addresses certain operational problems with respect to Jamaica Bay's disposal of treated domestic wastewater effluent from its system; and,

WHEREAS, the Parties, in a collective effort to protect the environment and provide continuing, quality wastewater services to the residents of Jamaica Bay, have devised a temporary, emergency supplemental methodology for Jamaica Bay's wastewater treatment and disposal system; and,

WHEREAS, the Parties now agree to enter into this Agreement in order to achieve a supplemental method for temporary, emergency wastewater disposal services for the residents of Jamaica Bay.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration as further described herein; the sufficiency of which is acknowledged, the Parties agree to the following terms and conditions as signified by their duly authorized representatives below.

TEMPORARY, EMERGENCY CONNECTION TO LEE COUNTY UTILITIES (“LCU”) WASTEWATER TREATMENT FACILITIES (SIX MILE CYPRESS PARKWAY CONNECTION); GENERAL CONDITIONS

1. The County agrees, that after obtaining all required permits and approvals, Jamaica Bay may immediately and temporarily connect to the LCU “South System” through a “hard connection” that meets all LCU and FDEP requirements.
2. The County will provide Jamaica Bay with an identified “connection point” to the County’s South System on the County’s 8-inch wastewater force main, located on the south side of the Six Mile Cypress Parkway, at a point west of the Ten Mile Canal.
3. Jamaica Bay’s temporary, emergency connection to the County’s South System will consist of an 8-inch “hard connection” via C-900 PVC pipe, an 8-inch meter with a backflow prevention device and corresponding valves on both sides of the meter, all of which will meet County specifications as provided in the Lee County Operations Manual adopted by the Lee County Board of County Commissioners.
4. Jamaica Bay agrees to provide the County with any and all technical information necessary for the Parties to perform as outlined in this Agreement, to include detailed construction plans that include the 8-inch

meter with backflow prevention device and valves. The County reserves the right to approve Jamaica Bay's plans for the proposed connection prior to construction, such right not to be unreasonably withheld. Once connected, no modifications to the connection may be made by Jamaica Bay without the express, written consent of the County after its review and approval of Jamaica Bay's plans depicting such proposed modifications.

5. Jamaica Bay may utilize any available County property or easements for such connection, so long as Jamaica Bay coordinates with appropriate County representatives with respect to the alignment and placement of its line for the connection.
6. Jamaica Bay will be solely responsible for all costs associated with the contemplated connection to the County.
7. Jamaica Bay agrees to abide by all published County specifications and rules with respect to its connection to the County's South System and agrees to County personnel's reasonable access to the connection point for routine inspections and annual meter calibrations.
8. Jamaica Bay may deliver either influent (raw sewage) or treated domestic wastewater effluent to the interconnect, at its election, with reasonable notice to the County with respect to which material is being delivered, and for what period of time.
9. Jamaica Bay will advise the County with respect to the amount of capacity that it desires to purchase from the County, which may be reasonably increased or decreased on an "average annual flow" basis, based upon

Jamaica Bay's wastewater treatment needs. All capacity purchased by Jamaica Bay will be priced pursuant to the County's then-current utility rates schedule for capacity, as adopted and approved by the Board of County Commissioners at a noticed Public Hearing.

10. The capacity as selected and purchased by Jamaica Bay, will be charged pursuant to the County's water and sewer Rates Resolution (currently at \$6.941 per gallon) and will be amortized over a thirty (30)-year term at five percent (5%) interest, payable quarterly. Jamaica Bay on an annual basis, may purchase additional capacity from the County after its initial purchase, at a 5% interest rate, amortized over a thirty (30)-year term.
11. Jamaica Bay may empty each of its two rapid infiltration (percolation) ponds for maintenance, and transmit their contents to the County's South System through the connection, two (2) times, each pond, during the term of this Agreement without such activities being included in Jamaica Bay's selected capacity as outlined in Paragraph 10., above. Jamaica Bay will notify appropriate County representatives in writing, at least ten (10) business days prior to such action, so as to advise the County of the timing and flow volume to be sent to the County during the emptying of the ponds.
12. For purposes of this temporary, emergency connection, and as an inducement for Jamaica Bay to utilize the County's South System in order to abate its environmental problems with the operations of its internal wastewater treatment system, the County is extending its Wholesale

Wastewater Treatment Rate to Jamaica Bay, currently in the amount of \$3.36 per thousand gallons delivered, for treatment services, for the term of this Agreement. Said stated amount is currently the rate in the present Lee County Rates Resolution (Lee County Resolution No. 02-07-44, at Section Six, I.), which may be revised from time to time by the County, but in no event will exceed the Wholesale Wastewater Rate charged to all other eligible wholesale service customers of the County.

13. During the term of this Agreement, Jamaica Bay may, at its sole election and upon ninety (90) days written notice to the County, discontinue its use of the emergency, temporary connection to the County's South System, at which time Jamaica Bay and the County will develop a plan to close said connection, with the infrastructure (line, valves and meter) to remain in place for future use if required by Jamaica Bay.
14. If such discontinuation of use is requested by Jamaica Bay for self-contained operations, Lee County will buy back its capacity from Jamaica Bay in the same manner and in the same amount as paid by Jamaica Bay at the time of its purchase(s) of the County's capacity, within ninety (90) days of the notice from Jamaica Bay of its discontinuing its use of the County's System.
15. Jamaica Bay agrees to coordinate with and promptly notify the County with respect to the type and volume of material being delivered to the County through the interconnect in order that the County may take the appropriate engineering measures to adjust for the quality and quantity of

the flow being delivered, and to protect the operations of its System.

16. The County will bill Jamaica Bay monthly for use of the System based on the gallonage flow as registered by the 8-inch meter placed at the interconnect. The County will have the continuing right to inspect and annually calibrate the 8-inch meter pursuant to County specifications. The cost for the annual calibration of the meter will be paid by Jamaica Bay.
17. Jamaica Bay will indemnify and hold the County harmless from and against any and all claims, administrative proceedings or suits at law brought by third parties, to include any local, state or federal regulatory agencies, through Courts of Appeals, as the result of Jamaica Bay's use of Lee County's wastewater disposal facilities for the disposal of domestic wastewater or treated effluent from Jamaica Bay's residential customers during the term of this temporary, emergency connection.

TERM

18. The term of this Agreement shall continue uninterrupted for a period not to exceed sixty (60) months from the date of execution by the County, or until notified by Jamaica Bay pursuant to paragraph 13. herein, that it desires to terminate its use of the interconnection, at which time, the Parties will proceed to close the interconnection as outlined in paragraphs 13. and 14., above.

MISCELLANEOUS PROVISIONS

19. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the County and Jamaica Bay. This Agreement

may only be amended by a mutual agreement of the Parties hereto, which amendment shall be reduced to writing and executed with the same formalities as the execution of this Agreement.

20. This Agreement shall be construed and enforced in accordance with the laws and Administrative Rules of the State of Florida.
21. Notices required by this Agreement to be served in writing upon either of the Parties shall be deemed sufficient if delivered by hand to an authorized representative of either of the Parties, or if mailed by United States mail, to the address of the Party below written, or such other address or addresses as the Parties may subsequently designate in writing. Such notices shall be deemed effective from the date the same is deposited in the mail, first class postage prepaid and addressed.

To: Jamaica Bay West
Associates, Limited
(Jamaica Bay)

Charles Soberman,
President & CEO
Uniprop Company, Inc.
280 Daines Street, Suite 300
Birmingham, Michigan 48009

To: Lee County
c/o Director of Utilities
Department of Lee County Utilities
Post Office Box 398
Fort Myers, Florida 33902-0398

With a Copy to:
Office of the Lee County Attorney
Post Office Box 398
Fort Myers, Florida 33902-0398

22. This Agreement is solely for the benefit of the Parties signing hereto, their successors and assigns, and no right or cause of action shall accrue upon or by reason hereto or for the benefit of any third party not a signatory hereof.

23. Each party hereto shall keep, observe and perform all requirements of local, state and federal laws, rules, regulations, or ordinances applicable to this Agreement while it is in force and effect.
24. No assignment, delegation, transfer or novation of this Agreement or part hereof, shall be made by Jamaica Bay, unless approved in writing by the County.
25. It is understood and agreed to by the Parties, that either Party shall have reasonable access to the books, records and accounts of the other Party, its agents, designees or vendors duly contracting with either Party for the purpose of fulfilling any of their obligations under this Agreement.

(Balance of this Page Left Intentionally Blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement by their
duly authorized officials, on the date first above written.

JAMAICA BAY WEST ASSOCIATES,
LIMITED

Dorva M. Sumner
Witness

By: *Charles A. Soberman*
Charles A. Soberman

(Typed Name)

Kimberly Bald
Witness

VP, GP Jamaica Bay Corp.,
Title
General Partner of Jamaica Bay
West Associates, L.P.

APPROVED AS TO FORM:

By: _____
Counsel

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: *Michelle B. Cooper*
Deputy Clerk

By: *John S. Allred*
Vice - Chairman



APPROVED AS TO FORM:

By: *[Signature]*
Office of the County Attorney

WALK ON #2

Lee County Board of County Commissioners Agenda Item Summary

Blue Sheet No. 20031134

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and authorize the Chairman's signature on an Agreement between Lee County and Jamaica Bay West Associates, LTD. ("Jamaica Bay") for a temporary connection to Lee County Utilities for wastewater disposal services.

WHY ACTION IS NECESSARY: Agreements for use of Lee County Utilities facilities that are separate from routine connections must be approved by the Board of County Commissioners.

WHAT ACTION ACCOMPLISHES: Provides Jamaica Bay West with temporary wastewater disposal services from Lee County Utilities, for a term of five (5) years in order to allow for correction of operational problems with the Jamaica Bay West System.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 5

3. MEETING DATE:
09-23-2003

4. AGENDA:

CONSENT

ADMINISTRATIVE

APPEALS

PUBLIC

WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE §125.01, F.S.

ORDINANCE

ADMIN. CODE

OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER

B. DEPARTMENT County Attorney

C. DIVISION General Services

BY: David M. Owen *[Signature]*

Rick Diaz, Utilities Director

9/19/03

7. BACKGROUND:

The Jamaica Bay West manufactured home development in south Lee County is a customer of Lee County Utilities for water services, but has its own, on site, wastewater treatment facilities, which have recently experienced operational problems. The Jamaica Bay West waste water treatment facilities are exempt from both Florida Public Service Commission and County regulation.

March 14, 2003; Lee County Utilities was approached by representatives of Jamaica Bay for the purpose of establishing a temporary connection to the County until its wastewater treatment plant operational problems were resolved with the FDEP.

(Continued on Page 2)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL: Approve and execute Agreement

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>Jacunder</i>	<i>[Signature]</i> 9/19	N/A	N/A	<i>[Signature]</i> 9/18/03	OA 9/17/03	OM 9/19/03	RISK 9/19/03	GC 9/19/03	<i>Jacunder</i> 9.18.03

10. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED

OTHER

UNAN. 4-0

Comm. JAMES ABSENT

RECEIVED BY
LEE CO. ATTORNEY
 2003 SEP 24 AM 11:55

Subject: Agreement between Lee County and Jamaica Bay West Associates, LTD. ("Jamaica Bay") for a temporary connection to Lee County Utilities

April - September, 2003; the Parties negotiated an Agreement for Jamaica Bay to utilize Lee County Utilities services on a temporary basis.

The relevant parts of the Agreement are these:

1. Jamaica Bay will connect to the County utility system pursuant to Lee County Utilities Operations Manual Specifications, at its sole cost. (PP. 2 and 3).
2. Jamaica Bay may deliver influent (raw sewage) or effluent to the Lee County Utilities South System as its election and in amounts identified to the County (P.3).
3. Jamaica Bay will purchase capacity from the County and pay use charges pursuant to the County's published Rates Schedule (Lee County Resolution No. 02-07-44) (PP.3, 4, and 5).
4. Provisions are included for Jamaica Bay's discontinuation of the temporary interconnection (P. 5).
5. The term of the Agreement is five (5) years.

Staff recommends approval and execution of the Agreement as it serves a public purpose and is in the public's interest from the health, safety and welfare perspectives.

ATTACHMENTS: (4) Original Agreements

SEPTEMBER 23, 2003

The Regular Meeting of the Board of Lee County Commissioners was held this date with the following Commissioners present:

- Ray Judah, Chairman
- John E. Albion, Vice-Chairman
- Douglas R. St. Cerny
- Andrew Coy
- Robert P. Janes

COMMISSIONER JANES' MEMORANDUM DATED SEPTEMBER 22, 2003, STATES THAT HE MUST LEAVE THE MEETING TODAY IN ORDER TO ATTEND THE FLORIDA ASSOCIATION OF COUNTIES' MEETING IN ST. AUGUSTINE.

The Chairman called the meeting to order at 9:30 a.m. The Invocation was given by County Attorney James G. Yaeger, followed by the Pledge of Allegiance to the Flag. The Chairman requested a moment of silence for Circuit Court Judge William Nelson, who recently passed away.

ANNOUNCEMENTS

Referring to the Agenda Revision Recap Sheet dated September 23, 2003, the Chairman announced that:

Consent Agenda Item 1(e) has a change that will be discussed when the item is heard.

Three Walk On Items will be heard following consideration of the Administrative Agenda; Walk-On Item No. 1 would be heard following Public Comment.

9:30 A.M. AGENDA ITEM - Public Comment on Agenda Items
Consent (C) and Administrative (A)

A9(a) – The following Cape Coral citizens came forward and requested the Board overturn staff's request to deny additional access to Veterans Memorial Parkway, from Everest:

- Cape Coral Mayor Terry Kempe
- Cape Coral Councilmember Mickey Rosado
- Ralph Sanziovanni
- Connie Cline
- Bob Goerss
- Everest Homeowners Association President Ted Mueller – presented a drawing which showed their suggestion of an off ramp going to the Veterans Memorial Parkway
- Terry Stewart
- Gloria Keen
- John Barth – opposed spending money on this project

C12(a) – The following citizens came forward and supported the extension of Sandy Lane, to continue Sandy Hook project to Old 41, and to extend the north-south roads:

- Don Eslick
- Michael DeVito
- Warren Miner
- Estero Association Member Carl Hoke
- Greg Toff

WALK-ON NO. 1 AND CONSENT AGENDA 12 (a) WERE HEARD AT THIS TIME. SEE THOSE ITEMS FOR ACTION TAKEN. AT THE END OF THESE ITEMS, COMMISSIONER JANES LEFT THE MEETING.

The following are the Consent Agenda items that each Board member wished to have discussed:

- Commissioner St. Cerny - none
- Commissioner Coy – 12(a)
- Commissioner Judah – 15(d)
- Commissioner Albion – 1(a), 4(e), 6(b), 6(g), 10(c), 11(a), 12(a)

11. PARKS AND RECREATION

No requests received.

12. COUNTY ATTORNEY

No requests received.

13. HEARING EXAMINER

No requests received.

14. PORT AUTHORITY

No requests received.

15. CONSTITUTIONAL OFFICERS

No requests received.

THE FOLLOWING ITEM WAS HEARD DIRECTLY AFTER PUBLIC COMMENT.

WALK-ON ITEM NO. 1

3. COUNTY COMMISSIONERS

ACTION REQUESTED:

Present a READ poster to each Lee County Commissioner.

WHY ACTION IS NECESSARY:

To finalize a successful series of activities during International Literacy Week in Lee County.

WHAT ACTION ACCOMPLISHES:

Public acknowledgment of the Commissioners support for Reading and Literacy in Lee County.

REASON FOR WALK ON:

Due to the timing of Literacy Week.

Director of Libraries Cynthia N. Cobb offered a brief presentation on the numbers of illiteracy in America; and discussed the special displays being shown at the libraries at this time. She was aided by four library assistants who presented the Commissioners with large posters of the Commissioners, illustrating their favorite books. The Chairman thanked them for their efforts.

WALK-ON ITEM NO. 2

10. UTILITIES

ACTION REQUESTED:

Approve and authorize the Chairman's signature on an Agreement between Lee County and Jamaica Bay West Associates, Limited (Jamaica Bay), for a temporary connection to Lee County Utilities for wastewater disposal services.

WHY ACTION IS NECESSARY:

Agreements for use of Lee County Utilities' facilities that are separate from routine connections must be approved by the Board of County Commissioners.

WHAT ACTION ACCOMPLISHES:

Provides Jamaica Bay West with temporary wastewater disposal services from Lee County Utilities, for a term of five (5) years, in order to allow for correction of operational problems with the Jamaica Bay West System.

REASON FOR WALK ON:

To minimize Jamaica Bay's connection time in order to complete the project, and assure the public's health and safety.

Commissioner Coy moved the item, seconded by Commissioner St. Cerny. County Attorney James G. Yaeger stated that there is a minor correction in Paragraph 11, that staff would like to add the following language, approximately, in the fifth line: "that their two rapid infiltration will not, include such activities, will not be included in Jamaica Bay's capacity outlined in Paragraph 10". Utilities Director Rick Diaz stated it was a sentence that had been omitted; that the parties involved will try to scarify their ponds, and then they do not have to buy capacity to empty them in a five-

year period twice. The maker and seconder concurred with the additional language. Commissioner Albion thanked all the participants for a fine job. The motion was called and carried with Commissioner Janes absent.

WALK-ON ITEM NO. 3

11. PARKS AND RECREATION

ACTION REQUESTED:

Authorize transfer in the amount of \$969,230.00 from Regional Park Impact Fee Reserves, and amend FY 2002/03 – 2006/07 CIP with the establishment of the Newton Estates Project. Authorize payment of \$969,230.00 to the Town of Fort Myers Beach for purchase of the Newton Property. Approve Interlocal Agreement with the Town of Fort Myers Beach for the Newton property.

WHY ACTION IS NECESSARY:

Board approval is required for amendments to CIP.

WHAT ACTION ACCOMPLISHES:

Approval allows the Town of Fort Myers Beach to acquire the Newton Beach parcel for public recreational use.

REASON FOR WALK ON:

Requested by Commissioner Albion.
(#20031122-Parks and Recreation)

Commissioner Coy moved the item, seconded by Commissioner Albion, called and carried with Commissioner Janes absent. Commissioner Albion offered his thanks to staff for their hard work.

WALK-ON ITEM NO. 4

10. UTILITIES

ACTION REQUESTED:

Adopt resolution supporting the continued inclusion of a local sources first policy regarding the transfer of water supplies, and oppose any amendment to Florida's water resource policy that allows, encourages, or promotes water transfers beyond county jurisdictions. Also, send letters to the South Florida Water Management District and the Army Corp of Engineers supporting the review and evaluation of the Water Supply/Environmental Schedule for Lake Okeechobee.

WHY ACTION IS NECESSARY:

Support of the resolution is proposed to avoid the inherent environmental and economic consequences of the transfer of massive water supplies beyond natural basin boundaries. The letters encourage the water resource evaluation.

WHAT ACTION ACCOMPLISHES:

Supports the Local Sources First policy, and advises the South Florida Water Management District and the Army Corp of Engineers of the County's request to participate in the process, to review and evaluate the Water Supply/Environmental Schedule for Lake Okeechobee.

REASON FOR WALK ON:

Requested by Commissioner Judah.
(#20031147-County Commission)

Smart Growth Director Wayne Daltry requested there be two motions; reviewed the above issues; and stated that the resolution states everyone is to use the sources most local to them. Commissioner Coy so moved, seconded by Commissioner Albion, called and carried with Commissioner Janes absent. Mr. Daltry stated that what is important to the county is to get the District and Corps to release more water, in a more efficient manner, during the dry season so they have more storage during the wet season; and that the letter was merely a formal request. Commissioner Albion so moved, seconded by Commissioner Coy. Mr. Daltry explained the down side of the water rushing past Lee County at the wrong time was that Lee County does not have the water when it is needed; and it is also destroying the estuary, creates flooding, etc. After further discussion, the motion was called and carried with Commissioner Janes absent.
RESOLUTION NO. 03-09-93

COMMISSIONER ITEMS

ROSH HASHANAH - Commissioner Albion wished everyone a Happy Rosh Hashanah, the Jewish New Year Holiday.

VETERAN ISSUE - Commissioner Coy informed the Board he had sent an item to each Commissioner regarding a case in which a Veteran was called to active duty and when he returned, he was not grandfathered in. The Chairman inquired if Commissioner Coy wished to direct staff to write a position paper. The

CERTIFICATE OF SERVICE
DOCKET NO. 030748-SU

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Hand-delivery (*), or U.S. Mail, on this 26th day of September, 2003, to the following:

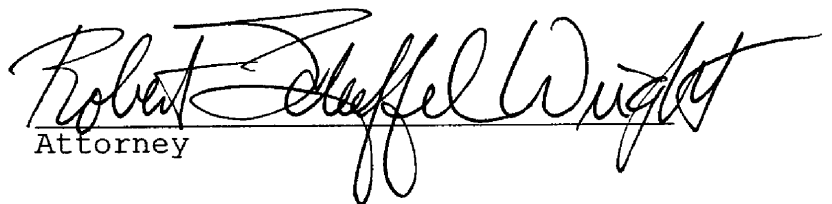
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