

LEE COUNTY ORDINANCE NO. 14-06

AN ORDINANCE OF LEE COUNTY GRANTING TO THE LEE COUNTY ELECTRIC COOPERATIVE, INC. ("LCEC"), ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC UTILITY FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR FRANCHISE FEE PAYMENTS TO LEE COUNTY; PROVIDING FOR SEVERANCE, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Lee County Board of County Commissioners is the governing body in and for Lee County, Florida ("County"), a political subdivision and Charter County of the State of Florida; and

WHEREAS, the Board of County Commissioners is lawfully authorized to enter into non-exclusive franchise agreements with electric utilities defining terms and conditions for the use of County Public Rights-of-Way and other County property for the purpose of supplying electricity and electric utility services (hereafter, "Grantor," "County," or Board"); and

WHEREAS, the Lee County Electric Cooperative, Inc. ("LCEC"), a not-for-profit electric cooperative organized under Chapter 425, F.S., is authorized to conduct business in the State of Florida and Lee County, and as such, is an electric utility desiring to enter into a non-exclusive franchise agreement with the County for such purpose (hereafter, "Grantee" or "LCEC"); and

WHEREAS, the County desires to grant a non-exclusive franchise to LCEC relating to LCEC's use of the County's Public Rights-of-Way and other County property for the purpose of supplying its customers with electricity within its service territory in unincorporated Lee County free of competition from Lee County.

NOW THEREFORE, BE IT ORDAINED BY THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS that:

SECTION 1. The above recitations are hereby found to be true and accurate and are adopted and approved as if set out herein at length.

SECTION 2.

Lee County hereby grants to LCEC its successors and assigns, for the period of thirty (30) years from the Effective Date hereof, the nonexclusive right, privilege and franchise (hereafter, "Franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future County owned or held roads, streets, alleys, bridges, easements, and other County property (hereinafter, "Public Rights-of-Way") throughout the unincorporated area of Lee County. LCEC shall exercise its Franchise granted herein in accordance with its customary practices with respect to the construction and maintenance of the electric light and power related facilities, including, without limitation, conduits, underground conduits, poles, wires,

communications facilities, transmission and distribution lines, fiber optic, and any other facilities installed in conjunction with or ancillary to all of LCEC's electric power operations (hereafter, "facilities"), for the purpose of supplying its customers with electricity within its service territory in unincorporated Lee County and persons beyond the limits thereof as may be authorized by law or agreement. The County recognizes that LCEC must construct, maintain and own or have the lawful use of sites and facilities for the transmission and distribution of electric power in order to adequately serve its customers in unincorporated Lee County, and that the County will not unreasonably withhold from LCEC, permits to construct such facilities within the County's Public Rights-of-Way or authorized County-held easements for such placement, unless the operation, construction and maintenance of such facilities would unreasonably interfere with the traveling public's safety and welfare. The County also recognizes and agrees that nothing in this Franchise constitutes or shall be deemed to constitute a waiver of LCEC's delegated and independent right of Eminent Domain.

SECTION 3.

(i) LCEC Facilities shall be installed, located or relocated, so as not to unreasonably interfere with the Public's travel over the Public Rights-of-Way or the reasonable egress from and ingress to abutting properties. To avoid conflicts with the Public's travel, the location or relocation of all LCEC Facilities shall be made in accordance with the County's adopted reasonable rules and regulations as they may be revised, amended, or re-numbered from time to time, for the placement and maintaining of electric utility infrastructure in, under, upon, along, over and across the County's Public Rights-of-Way.

(ii) The County's adopted rules and regulations for the placement of electric utilities in its Rights-of-Way (a) shall not unreasonably prohibit the exercise of LCEC's right to use said Public Rights-of-Way for reasons other than when such use creates an unreasonable interference with the safety of the Public's travel thereon, (b) shall not unreasonably interfere with LCEC's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of LCEC's Facilities installed before or after the Effective Date hereof in any County Public Rights-of-Way unless or until: (1) the County's widening or reconfiguring of the paved portion of any Public Rights-of-Way used by motor vehicles causes such installed LCEC Facilities to unreasonably interfere with motor vehicular traffic, or (2) the location of the LCEC Facilities constitutes an unavoidable hazard to non-motor vehicular traffic exercising reasonable care, taking into account established customs and practices with respect to the placement of utility facilities, and other structures or obstructions commonly installed or located in and around sidewalks and other non-motor vehicular travel ways.

(iii) The County's adopted rules and regulations for the County's electric utility construction permits will recognize and take into consideration that the installation of the above grade (surficial) LCEC Facilities that are installed or relocated in the County's Rights-of-Way after the Effective Date hereof will be installed or relocated at, or as close to the

outermost boundaries of the Rights-of-Way to the extent most reasonably possible, unless otherwise permitted by the County in a writing.

(iv) The County will not be liable to LCEC for any costs or expenses relating to any installations or relocations of LCEC's Facilities made pursuant to subparagraphs (i) and (ii), above. However, if the County directs LCEC in a writing signed by the County Manager, to locate or relocate its Facilities in a manner that is not consistent with LCEC's then-existing standard construction methods for such installations or relocations, the County will then be liable to LCEC for those costs under LCEC's then-existing contribution-in-aid of construction policies, unless during the term of this Franchise Ordinance, there are changes in law or rules, or judicial determination(s) that dictate otherwise.

(v) If any construction work is performed in a portion of a County Public Right-of-Way by LCEC in the course of the location or relocation of any of its Facilities, the portion of the Public Right-of-Way where such construction work is performed shall be restored by LCEC at its sole cost and expense to as good a condition as it existed at the time immediately prior to the commencement of such construction work within thirty (30) days after its completion.

(vi) For so long as LCEC remains in substantial compliance with the provisions of this Section, the County will not unreasonably deny LCEC the use of the County's Public Rights-of-Way as defined herein, and will not deny LCEC the necessary County permits to construct, maintain and operate its Facilities within such Public Rights-of-Way, other than what will be reasonable and necessary for the County to preserve the traveling public's safety and welfare from time to time.

SECTION 4. The County by the grant of this Franchise to LCEC, shall in no way be liable to or responsible for in any manner whatsoever for, any accident, personal injury, property damage, or any claim or damage that may occur in the construction, installation, operation or maintenance by LCEC, its employees, agents, contractors, sublicenses or licensees for any of its facilities hereunder, except for any damage specifically caused by or arising solely out the negligence, strict liability, intentional torts or criminal acts of the County. For and in consideration of the sum of One-Hundred and 00/100 Dollars (\$100.00) in hand paid, and other good and valuable consideration accepted by the County, LCEC agrees to indemnify and hold the County harmless from and against any and all liability, loss costs, damages or expenses, to include any reasonable attorney fees of the County which may accrue to the County as the result of or by reason of any negligence, default or misconduct by LCEC in the construction, operation and maintenance of its facilities hereunder in or on the County's Public Rights-of-Way or any other County granted properties. For the term of this Franchise, LCEC shall maintain general liability insurance in such amounts as are ordinary in the course of LCEC's electric utility business to further support this indemnification. Copies of LCEC's general liability insurance policies shall be provided to the County upon its written request.

SECTION 5.

(i) As a consideration for this Franchise and as reasonable rent for LCEC's use of the County's Public Rights-of-Way granted herein, LCEC shall pay to the County, beginning on the first day of the month immediately following the month in which the Ordinance becomes effective, and then thereafter at the end of each calendar quarter for the remainder of the term of this Franchise; an amount which when added to the amount of all County licenses, excises, assessments, fees or charges (except ad-valorem property taxes), levied or imposed by the County against LCEC's property, business or operations during the quarterly billing period ending 30 days prior to each such payment, will equal no more than four and one-half percent (4.5%) of LCEC's billed revenues, less actual write-offs, from the sale of electricity to residential, commercial and industrial customers located within the unincorporated areas of the County within LCEC's service territory for the quarterly billing period ending thirty (30) days prior to each such payment (hereinafter, "Franchise Fee").

(ii) It is hereby provided and agreed to by LCEC, that the County shall have the unilateral option after the fifth (5th) anniversary date from the implementation of the Franchise Fee, or at any time thereafter, to increase the franchise percentage rate herein to no more than six percent (6.0%). Such increase will not be exercised more than twice by the County (if an initial increase is less than 6.0%) in years to be reasonably selected by the Board. The increase option(s) will be exercised through a County Ordinance, adopted by the Board at a duly advertised Public Hearing. A certified copy of which will be delivered to LCEC no later than ninety (90) days before the fifth (5th) anniversary date hereof on which such increase is to become effective following the Board's adoption of the Ordinance. Any such ordinance shall provide that LCEC shall pay to the County, no later than thirty (30) days after the end of LCEC's first quarterly billing period occurring after the fifth (5th) anniversary date as stated above, or after any subsequent year as the County may elect to exercise this option and the effective date of the County Ordinance establishing the new franchise rate percentage; and no later than thirty (30) days after the end of each succeeding quarterly billing of LCEC, an amount which, when added to the amount of all County licenses, excises, assessments, fees or charges (except ad-valorem property taxes), levied or imposed by the county against LCEC's property, business or operations during the quarterly billing period ending 30 days prior to each such payment, will equal no more than six percent (6.0%) of the billed revenues from the LCEC's sale of electricity, less actual write-offs, to residential, commercial and industrial customers located in the unincorporated area of the County within LCEC's service territory.

(iii) It is hereby further provided and agreed to by LCEC, that if during the term of this Franchise Agreement LCEC enters into a franchise agreement with any other municipality or county government, the terms of which provide for the payment of a Franchise Fee by LCEC at a rate greater than 6.0 percent of billed revenues from LCEC's residential, commercial and industrial customers under the same terms and conditions as specified in Section 5 (i) and (ii) hereof, then LCEC, upon written request of the County, shall negotiate and enter into a new franchise agreement with the County in which the percentage to be used in calculating the monthly payments under Section 5 (i) and (ii), using the same terms and conditions as specified

in said Section, shall be at the greater rate being paid to the other municipality or county, provided however, that if the franchise with such other municipality or county contains additional benefits given to LCEC in exchange for the increased Franchise Rate, and such additional benefits are not contained within this Franchise Agreement, then LCEC shall have the option to include within such new franchise agreement with the County, the additional benefits included in the initiating franchise (i.e., the new municipality or county franchise that initiated the negotiation of the new franchise as contemplated above).

(iv) In the event during the term of this Franchise that LCEC recovers and collects previously written-off and uncollected billed revenues from the sale of electrical energy to residential, commercial, and industrial customers, LCEC shall pay to the County in accordance with this Section and other relevant terms of this Ordinance, the then applicable Franchise Fee payment on such revenues so collected and received, such payment to be made in the next quarterly Franchise Fee payment to the County pursuant to the terms herein following the recovery of the funds.

(v) The County reserves the unilateral right, at its sole discretion and at any time during the term of this Franchise to reduce the Franchise Fee, by providing to LCEC a certified copy of an Ordinance adopted by the County Commission at a duly advertised Public Hearing, amending the Franchise Ordinance to reduce the Franchise Fee. The certified copy of the Amended Ordinance shall be provided to LCEC no later than thirty (30) days following the Board's adoption of the Ordinance. The reduced Franchise Fee will be applied by LCEC to its customers as of the date of the adoption of the Franchise Fee Reduction Ordinance unless otherwise provided for in the terms of the Ordinance.

(vi) The County's options hereunder shall be limited solely to the percentages or calculations of the amount of the Franchise Fee to be paid by LCEC as consideration for this Franchise as specifically set forth in this Section. No other Sections or provisions of this Franchise ordinance may be altered, amended or affected by the County without the written concurrence of LCEC. Nothing herein shall require the County to exercise any of its options as outlined under this Section.

SECTION 6.

(i) As consideration during the term of this Franchise, the County agrees not to: (a) engage in the distribution and/or sale, in competition with LCEC, of electric capacity and/or electric energy as set out above to any ultimate consumer of electric utility service ("retail customer") or to any electrical distribution system established solely to serve any customer formerly served by LCEC, (b) participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate LCEC to transmit and/or distribute, electric capacity and/or electric energy from any third party to any other LCEC customer's facility, or (c) seek to have LCEC transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the County at one location to the County's facility at any other location(s).

(ii) However, nothing herein shall prohibit the County, if permitted by law, or judicial determination, from: purchasing electric capacity and/or electric energy from any third party, or (ii) seeking to have LCEC transmit and/or distribute to any facility of the County, electric capacity and/or electric energy purchased by the County from any third party; provided, however, that before the County elects to purchase electric capacity and/or electric energy from any third party, the County shall notify the LCEC in writing. Such written notice shall include a summary of the specific rates, terms and conditions of the proposed purchase which have been offered by the third party and identify the County's facilities to be served under the offer. LCEC shall thereafter have ninety (90) days to evaluate the offer and, if LCEC offers rates, terms and conditions to the County which are equal to or better than those offered by the third party, the County shall be obligated to continue to purchase electric power capacity from LCEC and/or electric energy to serve the identified facilities of the County at the revised rates, terms and conditions for a term no longer than the remainder term of this franchise. If LCEC does not agree to provide rates, terms and conditions which are equal to or better than the third party's offer, then the terms and conditions of this franchise shall continue to remain in full force and effect for its term, and the County shall have the right to proceed with the purchase of either electric capacity or electric energy from the third party; or prohibit the County from engaging with other utilities in wholesale transactions for the sale of any amount of the electric power generated by its Waste-to-Energy Facility.

SECTION 7. If the County grants a right, privilege or franchise to any other party or otherwise enables any other such party to construct, operate or maintain electric light and power facilities within any part of the service territory of LCEC within the unincorporated area of the County on terms and conditions which LCEC determines are more favorable than the terms and conditions contained herein, LCEC may at any time thereafter terminate this Franchise if such terms and conditions are not revised by the County within the time period provided for herein. LCEC shall give the County at least sixty (60) Business Days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for LCEC herein, advise the County of such terms and conditions offered to the other party that it considers more favorable. The County shall then have sixty (60) Business Days in which to correct or otherwise remedy the terms and conditions complained of by LCEC. If LCEC determines that such terms and conditions are not remedied by the County within said time period, LCEC may terminate this Franchise agreement by delivering written notice by Certified United States Mail to the Chairman of the Board of County Commissioners with copies to the County Manager, County Attorney and the Lee County Clerk of Courts, and thereafter shall not be obligated to pay any Franchise Fee to the County for the use of County Public Rights-of-Way.

SECTION 8. If as a direct or indirect consequence of any legislative, judicial, regulatory or other action by the United States or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) enacted after the Effective Date of this Ordinance, any person is permitted to provide electric service within LCEC service territory in the unincorporated area of the County to a customer then being served by LCEC, or to any new applicant for electric service within any part of the unincorporated area of

the County in which LCEC may lawfully provide service, and LCEC determines that its obligations hereunder or otherwise resulting from this Franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person providing the electric service, LCEC may, at any time after the taking of such action, terminate this Franchise if such competitive disadvantage, and which is within the jurisdiction and authority of the County to remedy, is not remedied within the time period provided for in this Section 9. LCEC shall give the County at least sixty (60) Business Days advance written notice sent by United States Mail of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for LCEC herein, advise the County of the consequences of such action which resulted in the competitive disadvantage. The County shall then have sixty (60) Business Days or such other time as may be agreed to by LCEC in consultation with the County, for the County to correct or otherwise remedy the competitive disadvantage, if it is within the County's jurisdiction and authority to do so. If such competitive disadvantage is not remedied by the County within the determined time period and such remedy is within the County's jurisdiction and authority to do so, LCEC may terminate this Franchise agreement by delivering written notice by Certified United States Mail to the Chairman of the Board of County Commissioners with copies to the County Manager, County Attorney and Lee County Clerk of Courts, and thereafter shall not be obligated to pay any Franchise Fee to the County for the use of County Public Rights-of-Way.

SECTION 9. Failure on the part of LCEC to comply in any substantial respect with any of the provisions of this Franchise shall be grounds for a forfeiture of this Franchise by the County, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by LCEC through either administrative or judicial proceedings until there is final determination by a court of competent jurisdiction (after the expiration or exhaustion of all rights of appeal) that LCEC has failed to comply in a substantial manner with any of the provisions of this Franchise. Thereafter, LCEC shall have six (6) months after such final determination to remedy the default before a forfeiture shall result, with a right of the County at its sole discretion to grant such additional time to LCEC for its compliance, if found to be warranted. If the default is not cured within the prescribed time, LCEC shall then immediately forfeit this Franchise.

SECTION 10. Failure on the part of the County to substantially comply with any of the provisions of this Ordinance, including: (a) denying LCEC the use of County Public Rights-of-Way in the LCEC service territory for reasons other than the unreasonable interference with public travel; (b) imposing conditions for the use of Public Rights-of-Way contrary to Florida law or the terms and conditions of this Franchise; or (c) an unreasonable delay in issuing LCEC a use permit, if any such permit is required, to construct facilities in County Public Rights-of-Way pursuant to this Franchise, shall constitute a County breach of this Franchise. LCEC shall notify the County of any such breach in writing sent by United States Mail and the County shall then remedy such breach as soon as practicable, taking into account LCEC's obligation(s) to provide reasonably sufficient, adequate and efficient electric service to its customers; otherwise, within no later than thirty (30) Business Days. Should the breach not be remedied within the specified thirty (30) Business Days, LCEC shall be entitled to withhold up to the maximum of thirty percent (30%) of the payments to the County as provided for in Section 5 herein until such time

as the use permit is issued, or a court of competent jurisdiction has reached a final determination with respect to the issue(s) in dispute. In the event that such final determination by the court is in favor of the County as to such issue(s) in dispute, LCEC shall promptly remit to the County all payments withheld hereunder together with simple interest, for the period withheld at the then established rate for judgments pursuant to Florida law.

SECTION 11. The Parties to this Franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the Parties agree to notify one another in writing sent by United States Mail and any other available electronic means commonly used in the ordinary course of business when such dispute arises, and agree that prior to pursuing their available legal remedies, they will meet at the senior management level in an attempt to resolve any disputes within no later than thirty (30) Business Days from such notice. If such efforts are unsuccessful, and after an impasse is declared by either of the Parties, then the Parties may exercise any of their other available legal remedies.

SECTION 12. The County may, upon reasonable notice and within ninety (90) days after each annual anniversary date from the Effective Date of this Franchise, at the County's sole expense, examine the records of LCEC relating to the calculation of the franchise payments for the year preceding such anniversary date. Such examination shall be made during normal business hours at the LCEC office where such records are generally maintained. Records not prepared by LCEC in the ordinary course of its business may be provided to the County at the County's expense, and as the Parties may agree in writing. Any information identifying individual LCEC customers by name, address or individual electric consumptions shall not be recorded in any manner, or taken from LCEC's premises by County auditors. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the County, shall be reported to LCEC. The County's right to examine the records of LCEC in accordance with this section shall not be conducted by any third party employed by the County whose fee, in whole or in part, for conducting such audit is contingent upon the third party's findings of the audit.

SECTION 13. The provisions of this ordinance are hereby deemed by the Parties to be interdependent upon one another and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect by a court of competent jurisdiction (after the expiration of all rights of appeal), such finding or adjudication shall not affect the validity of the remaining provisions for a period of sixty (60) days, during which, this Ordinance may be amended by the Parties. If an agreement to amend the ordinance is not reached at the end of the such sixty (60) day period, this entire ordinance shall then become null and void, and of no further force or effect.

SECTION 14. Any County ordinances and/or parts of County ordinances in conflict herewith are hereby repealed to the extent that they may be in conflict with the terms and provisions as set out herein.

SECTION 15. This Ordinance shall be governed and construed by the Laws, Administrative Rules and judicial determinations of the United States and the State of Florida. Nothing in this Franchise shall be either construed or considered as an abrogation, surrender or mitigation by the County of any of its rights and authority to use and to require the relocation of any uses within its Public Rights-of-Way as provided in Section 3. In the event that any legal proceeding is brought to enforce the terms of this Franchise, it shall be brought by either Party hereto in state court in Lee County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Fort Myers Division. In any legal action between the Parties arising out of this Franchise, any attempts to enforce this Franchise, or any breach of this Franchise, the prevailing Party may recover its expenses from such legal action including, but not limited to, costs of litigation and reasonable attorneys' fees from the other party together with reasonable fees and costs on appeal.

SECTION 16. Except in exigent circumstances, and except as otherwise may be specifically provided for in this Franchise, all notices by either Party shall be made by either depositing such notice into the United States Mail or by facsimile or other electronic transmission. Certified Mail shall be deemed delivered five (5) days following the date of such deposit into the United States Mail unless otherwise provided. Any notice given by facsimile or email is deemed to be received on the same Business Day. "Business Day" for purposes of this Ordinance shall mean Monday through Friday, with Saturday, Sunday and observed holidays excepted. All notices shall be addressed as follows:

To the County:

Chairman, Board of County Commissioners
2120 Main Street
Fort Myers, Florida 33901
Telephone: (239) 533-2227
Facsimile: (239) 485-2021
Email: dist3@leegov.com

Copy to:

Lee County Attorney
P.O. Box 398
Fort Myers, Florida 33902
Telephone: (239) 533-2236
Facsimile: (239) 485-2106
Email: rwesch@leegov.com

To LCEC:

Lee County Electric Cooperative, Inc.
Chief Executive Officer
4980 Bayline Drive
North Fort Myers, Florida 33917-3910
Telephone: (239) 995-2121
Facsimile: (239) 995-7904
Email: ceoffice@lcec.net

Copy to:

LCEC General Counsel
John Noland, Esq.
Henderson Franklin Starnes & Holt, P.A.
1715 Monroe Street
Fort Myers, Florida 33907
Telephone: (239) 344-1140
Facsimile: (239) 344-1515
Email: John.Noland@henlaw.com

Any changes to the Parties' representatives above shall be made in writing and provided to the other Party as soon as practicable by U.S. Mail or other electronic conveyance.

SECTION 17. This Ordinance is intended to constitute the entire agreement between the County and LCEC with respect to the subject matters herein, and supersedes all prior drafts and verbal or written agreements, commitments, or understandings, which shall not be used to vary or contradict the expressed terms hereof.

SECTION 18. As used herein for the purposes of this Franchise Ordinance, the term "person" means an individual, or, a partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or any other entity authorized to conduct business in Florida.

SECTION 19. The Board of County Commissioners intends that this Ordinance will be made part of the Lee County Code. Sections of this Ordinance can be renumbered or relettered and the word "ordinance" can be changed to "section," "article," or other appropriate word or phrase to accomplish such codification. Regardless of whether this Ordinance is ever codified, this Ordinance can be renumbered or relettered and typographical errors that do not affect the intent or substantive provisions herein may be administratively corrected upon the authorization of the County Manager and County Attorney, without the need for a further public hearing. Any such administrative revisions made hereto will be provided to LCEC within five (5) Business Days of their being made and incorporated into this Ordinance.

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SECTION 20.

(i) A certified copy of this Ordinance shall be filed by the County with the Florida Department of State within ten (10) days following its adoption.

(ii) As a condition precedent to the taking effect of this Ordinance, LCEC shall file a written acceptance hereof on its official letterhead stationery and executed by the Chief Executive Officer of LCEC, within thirty (30) days after the adoption of this Ordinance. The effective date ("Effective Date") of this Ordinance shall then be the date upon which LCEC files such written acceptance with the Clerk to the Lee County Board of County Commissioners, with copies to the Chairman of the Board of County Commissioners, the County Manager and the County Attorney.

The foregoing Ordinance was offered by Commissioner Manning who moved its adoption. The motion was seconded by Commissioner Mann and being put to a vote, the vote was as follows:

JOHN MANNING	Aye
CECIL PENDERGRASS	Nay
LARRY KIKER	Aye
BRIAN HAMMAN	Nay
FRANK MANN	Aye

DULY PASSED AND ADOPTED this 18th day of March, 2014.

ATTEST: LINDA DOGGETT
CLERK OF THE COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

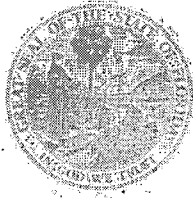
By: Marcia Wilson
Deputy Clerk

By: Larry Kiker
Larry Kiker, Chairman



APPROVED AS TO FORM:

By: Andrea B. Fauer
Office of the County Attorney



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

March 20, 2014

Honorable Linda Doggett
Clerk of the Circuit Courts
Lee County
Post Office Box 2469
Fort Myers, Florida 33902-2469

Attention: Lisa Pierce, Deputy Clerk

Dear Ms. Doggett:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Lee County Ordinance No. 14-06, which was filed in this office on March 20, 2014.

Sincerely,

Liz Cloud
Program Administrator

LC/elr

