

BOARD PACKET  
JUNE 21<sup>ST</sup>, 2019



ED BRANTLEY, CHAIRMAN

BRUCE C. SCOTT, VICE CHAIRMAN

BRIAN F. FARRAR, SECRETARY-TREASURER THOMAS B. HART

GEORGE T. MANN, JR

STEPHEN R. BOWEN

W. MICHEAL ELLIS

# LEE COUNTY MOSQUITO/HYACINTH CONTROL DISTRICTS

6/20/2019

REGULAR MEETING



## AGENDA

**Call to Order-** Chairman Brantley will call the meeting to order

**Public Comments on Agenda Items** – Chairman Brantley will open the meeting to the public to comment on agenda items

**Minutes Approval-** Chairman Brantley will request approval of the minutes

**Lee County Health Department Report** – Jennifer Roth, Director of Epidemiology will provide an update on vector borne disease activity in Lee County

### **Consent Agenda Items**

- Approval of surplus property for disposal
- Apartment furniture Gov Deals

### **Old Business**

- Executive Director Contract – Jacquelyn Small, HR Director will present the Executive Director Contract for Board approval

### **New Business**

- Lee County Mosquito Education Program FY19-20 Budget – Eric Jackson, Deputy Director will request Board approval of operating expenses for the school-based outreach program
- DC3 engine overhaul, budget amendment, Mr. Baker
- Auditor's Report
- Auditor Selection Board

## LEE COUNTY MOSQUITO/HYACINTH CONTROL DISTRICTS

6/20/2019

REGULAR MEETING



**Facilities Report** – Aaron Lloyd, Assistant Director will provide an update on current facility projects at the Districts

**Executive Director's Report**-Dr. David Hoel will provide an update on recent activities at the District

- Nicole Culbert, prospective SIT QA specialist
- FASD meeting, Dr. Hoel, Ms. Small, Mr. Sterling
- FASD Project Proposal, Milton Sterling
- Pledge of Allegiance, Roll Call
- Aircraft update

**Financial Report**- Commissioner Farrar will review the financial reports with the Board

**Commissioners Comments**

**Adjournment**

Commissioner Brantley called to order the regularly scheduled meeting of the Lee County Mosquito/Hyacinth Control Districts (LCMCD/LCHCD) on May 16<sup>th</sup>, 2019 at 9:58 a.m. in the William Opp Training Center at District headquarters, 15191 Homestead Road, Lehigh Acres, Florida.

**PRESENT:**

- Seat 1- Commissioner Ed Brantley, Chair
- Seat 2- Commissioner Brian Farrar, Secretary/Treasurer, Absent
- Seat 3- Commissioner Mike Ellis
- Seat 4- Commissioner Steve Bowen
- Seat 5- Commissioner George T. Mann, Jr., Absent
- Seat 6- Commissioner T. Hart
- Seat 7- Commissioner Bruce Scott, Absent

Legal Counsel – Not Present

**STAFF:**

|                                                       |                                                                    |                                                   |
|-------------------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------|
| Executive Director, Dr. David Hoel                    | Deputy Director, PIO, Eric Jackson                                 | HR Director, Jackie Small                         |
| Assistant Director, Aaron Lloyd                       | Deputy Director, Lee County Hyacinth Control District, Kevin Watts | Manager of Aircraft Maintenance, Al Bennett       |
| Executive Administrative Assistant, Summer De La Cruz | Accounts Payable, Sabina Vilarchao                                 | Purchasing Manager, Chris Gates                   |
|                                                       | Risk Management, Rick Pardo                                        | Manager, Scientific Intelligence, Milton Sterling |

**VISITORS:**

- Kathy Mayo, League of Woman Voters
- Bill Smith, News-Press

**PUBLIC COMMENTS:**

The following citizens addressed the Board:  
None

**MINUTES APPROVAL:**

*Commissioner Brantley requested board approval for the month of April 2019 meeting minutes. Commissioner Ellis moved to approve the April meeting minutes. Commissioner Bowen seconded the motion to approve the minutes as presented. The board unanimously approved.*

**LEE COUNTY HEALTH DEPARTMENT REPORTS:**

Lee County Health Department representative did not attend this month’s meeting.

**CONSENT AGENDA REPORT TOPICS:**

Senecio Mosquito Sex Separator

*Commissioner Ellis moved to approve the consent agenda. Commissioner Scott seconded the motion to approve the consent agenda. The board unanimously approved.*

**AGENDA ITEM REPORT TOPICS:**

- Embry-Riddle spray tank project update- Al Bennett addressed the Board that a belly scan from Creative Composites and Geometrics is currently being finished.
- Auditor selection process & update in Florida statutes- CFO, Russ Baker addressed the Board of LCMCD/LCHCD about the changes on selections of auditors. LCMHCD has a current RFP out requesting proposals for Auditing Services. The new statute begins on June 1<sup>st</sup>, 2019 and the current RFP ends on June 3<sup>rd</sup>, 2019. Russ Baker recommended to reconstruct the Audit Committee before the statute takes effect on June 1<sup>st</sup>, 2019. This discussion has been tabled until the return of Commissioner Farrar.

**EXECUTIVE DIRECTOR CONTRACT:** HR Director, Jacquelyn R. Small asked the Board to extend the contract discussion until June’s Board meeting.

*Commissioner Hart made a motion to wait until the June Board meeting to discuss the Executive Director contract. Commissioner Ellis seconded the motion; the Board approved unanimously.*

**DIRECTOR'S REPORT:** Executive Director Dr. David Hoel:

- Dr. Hoel introduced Lee County Mosquito/Hyacinth Control District new Assistant Director Aaron Lloyd. Aaron has seven years' experience as the Assistant Director with personal management and mosquito control operations at Pasco County Mosquito Control, three years' experience in research entomology with the Navy Entomology Center of Excellence in Jacksonville, Florida and ten years' experience in entomology field research for USDA's Center for Medical, Agricultural & Veterinary Entomology. Aaron also holds B.S and M.S. Entomology degrees from the University of Florida and is currently on the DODD committee of the FMCA as well as the research advisory panel for FDACS.
- Three District Employees and the Executive Director of Lee County Mosquito/Hyacinth Control Districts attended the annual American Mosquito Control Association's Washington Days to discuss issues with legislators important to mosquito control operations in Florida and the U.S. including the SMASH Act, support to CDC-DVBD, the REDTAPE Act, and the Endangered Species Act Reform. The offices of Representatives Rooney, Crist, Spano, and Hastings were visited as was Senator Scott's office.

**Facilities and actives report:**

1. Scheduling of IAEA workshop, 10-12 Sept., has been postponed until February or March. The workshop will include 22 participants from 12 countries. We will show & tell our SIT facility and discuss their SIT activities according to country or group.
2. IAEA has offered to fund a full-time worker, as a consultant. Danilo Carvalho did his PhD under an *Aedes* control project in Brazil where he was involved mainly in mass rearing, genetics, SIT releases, public relations, and trapping and evaluation. The position is for one year beginning July 2019, however, this will be delayed due to visa requirements, other administrative necessities.
3. LAMSID ribbon cutting event occurred at Blackstone Preservation, Lehigh Acres on April 24<sup>th</sup>. This was part of the Lehigh Acres Headwater Initiative Meeting: Moving Water South Phase II: Blackstone Preserve Project, put in place to control flooding, recharge groundwater, and to remove excess nitrogen from said water.
4. Linda Walstrum retired from the Hyacinth District on April 30<sup>th</sup> after 25 years of service.
5. Ed Foley, Kevin Watts, Rita Maiss and other attended a nation-wide phone conference to discuss insecticide and herbicide applications by drone and how they might relate to EPA labeling requirements.
6. The gate by the duplex on the south runway has been replaced with a keypad-operated electric gate to facilitate entry by EMS and LCSO.
7. The Districts (LCMHCD) have been working on a collaborative project to reduce the reoccurring problem of *Mansonia* mosquitoes associated with the overabundance of invasive water hyacinth at the Cow Slough Pond/Deep Lagoon Preserve area adjacent to the Kelly Soccer Fields. This pond was treated with herbicide and a series of drone pictures were taken to show progress made in killing the aquatic plants.
8. Waste area on the south runway was extensively cleaned. Two waste sheds were removed, hundreds of wooden pallets sold to a recycling center, waste tires were turned in to the recycling center, and a dumpster is in place to collect other waste material.
9. Thank you letters and news articles.
  - FFVA
  - Pine Island Eagle
  - Amateur Radio Club



Eric Jackson and Katie Baker  
Lee County Mosquito Control District  
15191 Homestead Road  
Lehigh Acres, FL 33971

Dear Eric and Katie:

Dealing with the continuing barrage of mosquito and aquatic weed management confrontations while at the same time trying to manage water issues, exposure issues, worker related issues, endangered species issues and other environmental issues that are associated with controlling mosquitoes and aquatic weeds in Florida, no doubt leads to day-to-day frustrations and much aggravation. Ugh! battles seem to be the norm with almost each one of these influential yet unavoidable components, and these challenges are particularly relevant with respect to such aspects in the mosquito and aquatic weed management arenas. The registrant groups, the regulatory community, the seemingly impossible sets of standards, and the concerns over the risks associated with the uncertainties of most mosquito control practices some days force us to ask the question, "Where do the complexities end?"

Your contribution to this year's Florida Spring Regulatory Tour was immeasurable in the impact on the regulatory personnel involved. Entirely new and eye-opening perspectives were presented to Tour participants, and your involvement in the Tour will pay you and the mosquito and aquatic weed control sectors as a whole dividends in the future because of the open dialogue and the resulting educational experiences the participants took away with them. Participants were impressed with the knowledge, professionalism and efficiency in which our systems are run in Florida. Following the visit to your facility, we received unprompted comments back from participants such as, "The LCMCD is an incredibly impressive organization and seeing the work that they do was extremely educational. It was also very interesting to hear how regulations, such as pesticide labels, are impactful." And, "Multifaceted and multi-sensory. Fascinating both for mosquito and aquatic weed controls." And, "OMG, better than expected! Very impressive work to control mosquitoes/hyacinths." And, "It was an informative experience. I learned a lot of new information about mosquitoes and I am happy to know tax money is hard at work." Sounds like your messages and processes were soaked up and comprehended.

F.O. Box 948133, Maitland, FL 32794-8133 • 800 Trafalgar Court, Suite 200, Maitland, FL 32751  
321.214.5200 • fax 321.214.0210 • www.ffva.com

Because of these types of participant responses, we truly believe that the openness and candor of discussions was fantastic and will go a long way toward building a better level of understanding that will be necessary to effect meaningful change. Overall, the Tour was a resounding success due in large part to cooperation and support of our site hosts such as you. We know how disruptive these events can be and just how much effort is involved in setting up a field visit for a group such as this, and we want you to know how much your help is appreciated. The willingness to open up your operation to a diverse group of inquisitive regulatory personnel is an indication of the confidence in the professional efforts shown by your entire organization. You have a remarkable ability of driving pertinent points home in a proficient and compelling manner. Please accept our personal thanks for all your assistance in this year's Tour, and we encourage you to keep up the good work. Please do not hesitate if there is any matter in which we might be of service or be able to return the favor.

Again, many thanks for the support and cooperation, and we look forward to continuing to work with you in the future.

Sincerely yours,  
*Mike*  
Michael J. Aerts  
Director, Science and Regulatory Affairs



May 2, 2019,

Mr. Eric Jackson  
Deputy Director  
Lee County Mosquito Hyacinth Control Dist.  
15191 Homestead Rd.  
Lehigh Acres, FL 33971

Dear Mr. Gale,

The Fort Myers Amateur Radio Club members would like to thank you and your staff for allowing us to run our Special Event during the days of March 25, thru 28th. We commemorated the 76 years of the opening of the Buckingham Gunner Army Airfield. It was a great success and a great exercise for us. In times of disasters, we are affiliated with Lee County Emergency Management and make contacts between them and Red Cross, Local police, the utility companies, the press, Fire dept. EMS, etc.... The exercise you allow us to do helps us greatly with this task.

The total contacts we made by UHF/VHF/FM CW and SDR were 474. Propagation was not with us this year. We made contacts with about 15 countries not counting Canada.. The furthest being South Africa. We had a total of 106 participants, and one Mascot. Again, we made contacts with folks that had family members who actually worked or graduated from the air field between 1942 and 1945. We had one Gunner come to our event which was a great surprise. So just imagine his age.. We put a lot of emphasis on the great job you all are doing with mosquito control and research for Southwest Florida.

Again, we all thank you and look forward for your allowing us to do our Special Event next year.

Sincerely,  
*Steve J. Schuler*

FMARC  
Ms Stella J Gurka WB2FAU  
Special Event Chairperson

Community News

Lee County Mosquito Control District assists with Woodstock Road maintenance

May 1, 2019

By Ed FRANKS (edfranks@leecountyfla.com), Rita Brantley Gale

Save | Post a comment

Early Wednesday morning, the Lee County Mosquito Control District joined with heavy equipment to contribute its part to the road maintenance of Woodcock Road.

The road is a private road that has been maintained by the residents of the street for many years.

In a comment from LCMCD Deputy Director Eric Jackson, "The District is assisting with routine maintenance on the road by providing equipment and personnel. The maintenance of Woodstock Road and Redwood Drive has been completed by neighbors pooling their resources together through monetary donations and/or labor. As new neighbors, we are pleased to contribute to the effort."

Article Photos



Lee County Mosquito Control District seen paving Wood.

"We have a road maintenance committee that gets out there to fill in pot holes and even out the grading," neighborhood committee chairman Dave Grueter said. "We don't really have the right equipment so we really appreciate LCMCD helping us. Woodstock Road and Redwood Drive have never looked better."

Save | Post a comment

**FISCAL REVIEW:** CFO, Russell Baker presented the District Treasurers report for April 2019. Commissioner Bowen moved to approve the Mosquito Control District financials. Commissioner Ellis seconded the motion and the board approved unanimously.

CFO, Russell Baker presented the Hyacinth Control District Treasurers report for April 2019. Motion to approve the Hyacinth financials was made by Commissioner Scott, and the motion was seconded by Commissioner Hart; the board approved unanimously.

There being no further business, Commissioner Brantley moved to adjourn. The meeting adjourned at 10:59 a.m.

Commissioner Ed Brantley, Chair  
Term: December 2016 – November 2020

Commissioner Brian Farrar  
Term: November 2018 – November 2022

|                                                                                                                                                                                                                                                                                                                                                                                               |                                                                              |                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------|
| <div style="display: flex; flex-direction: column; align-items: center;"> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <input checked="" type="checkbox"/> <div style="margin-left: 5px;"><b>MOSQUITO</b></div> </div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <div style="margin-left: 5px;"><b>HYACINTH</b></div> </div> </div> | <b>Lee County Mosquito/Hyacinth Control Districts<br/>Agenda Item Report</b> | <b>Meeting Date:</b><br>06/20/2019 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------|

**PURPOSE/ACTION REQUESTED:**

Declare the attached schedule of assets that are no longer used in operations and are considered to be beyond economical repair as surplus.

**WHAT ACTION ACCOMPLISHES:**

The action allows LCMCD to offer for sale the assets first to other Mosquito/Arthropod Control Programs and then to it national auction site (GovDeals).

**MANAGEMENT RECOMMENDATION:**

☒ **Approve**  
☐ **Dismiss**

**BACKGROUND:**

274.05 Surplus property.—A governmental unit shall have discretion to classify as surplus any of its property, which property is not otherwise lawfully disposed of, that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. Within the reasonable exercise of its discretion and having consideration for the best interests of the county or district, the value and condition of property classified as surplus, and the probability of such property's being desired by the prospective bidder or donee to whom offered, the governmental unit may offer surplus property to other governmental units in the county or district for sale or donation or may offer the property to private nonprofit agencies as defined in s. 273.01(3) by sale or donation.

388.323 Disposal of surplus property.—Surplus property shall be disposed of according to the provisions set forth in s. 274.05 with the following exceptions:

- (1) Serviceable equipment no longer needed by a county or district shall first be offered to any or all other counties or districts engaged in arthropod control at a price established by the board of commissioners owning the equipment.
- (2) The alternative procedure for disposal of surplus property, as prescribed in s. 274.06, shall be followed if it is determined that no other county or district engaged in arthropod control has need for the equipment.
- (3) All proceeds from the sale of any real or tangible personal property owned by the county or district shall be deposited in the county's or district's state fund account unless otherwise specifically designated by the department.

**FINANCIAL and BUDGET CONSIDERATIONS:** The District may recover the salvage value of the assets through sale to other Mosquito/Arthropod Control Programs or to other buyers registered in the national GovDeals auction program.

**SUPPORTING DOCUMENTS:** See Attachment.

|  |  |
|--|--|
|  |  |
|--|--|



15191 Homestead Road, Lehigh Acres, FL. 33971



| Lee County Mosquito Control District                                                                                     |                      |                                               |               |                     |           |                      |
|--------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------|---------------|---------------------|-----------|----------------------|
| District Property to be Declared Surplus                                                                                 |                      |                                               |               |                     |           |                      |
| June 20, 2019                                                                                                            |                      |                                               |               |                     |           |                      |
|                                                                                                                          |                      |                                               |               |                     |           |                      |
|                                                                                                                          |                      |                                               |               |                     |           |                      |
|                                                                                                                          |                      |                                               |               |                     |           |                      |
|                                                                                                                          |                      |                                               |               |                     |           |                      |
| Asset #                                                                                                                  | Property Description |                                               | Date Acquired | Cost at Acquisition | Condition | Estimated Fair Value |
| 0092H0                                                                                                                   | M                    | TRACTOR FORD 1989                             | 12/5/2002     | \$ 2,501.00         | Fair      | \$ 2,500.00          |
| 0115T0                                                                                                                   | M                    | MOWER RHINO 15' FLEX WING                     | 11/7/2002     | \$ 10,197.00        | Fair      | \$ 1,000.00          |
| 0929H0                                                                                                                   | M                    | TRACTOR WHEELED AGRICULTURAL IHC 1972         | 5/10/1984     | \$ 2,050.00         | Poor      | \$ 1,000.00          |
| 0126V0                                                                                                                   | M                    | VEH-ULV TRUCK CHEVROLET 2002 #126             | 12/6/2001     | \$ 13,083.82        | Poor      | \$ 1,000.00          |
| 0331B0                                                                                                                   | M                    | TRAILER BOAT ROAD KING 2006 GALVANIZED 15-17' | 6/8/2006      | \$ 1,276.00         | Poor      | \$ 250.00            |
| 1137T0                                                                                                                   | M                    | LAWN-MOWER LAWN EXMARK LAZER 52               | 8/8/1996      | \$ 6,374.14         | Poor      | \$ 250.00            |
| 0922H0                                                                                                                   | M                    | RAMP LOADING MAGLINER 9' MOBILE DOCK          | 6/9/2005      | \$ 3,414.00         | Fair      | \$ 1,000.00          |
| 0096V0                                                                                                                   | M                    | VEH-VAN FORD SUPER CLUB WAGON 1999 #96        | 12/16/1998    | \$ 22,608.00        | Good      | \$ 3,000.00          |
| 0046V0                                                                                                                   | M                    | VEH-VAN FORD SUPER CLUB WAGON 2003 #46        | 2/6/2003      | \$ 21,389.00        | Poor      | \$ 1,500.00          |
|                                                                                                                          |                      |                                               |               |                     |           |                      |
|                                                                                                                          |                      |                                               |               |                     |           |                      |
|                                                                                                                          |                      |                                               |               |                     |           |                      |
|                                                                                                                          |                      |                                               |               |                     |           |                      |
| The above assets are presented to the Board of Commissioners to approve for Disposal in accordance with District Policy. |                      |                                               |               |                     |           |                      |
|                                                                                                                          |                      |                                               |               |                     |           |                      |
|                                                                                                                          |                      |                                               |               |                     |           |                      |
|                                                                                                                          |                      |                                               |               |                     |           |                      |
| Approved:                                                                                                                |                      |                                               |               |                     |           | Date: 6/20/2019      |
|                                                                                                                          |                      |                                               |               |                     |           |                      |
|                                                                                                                          |                      |                                               |               |                     |           |                      |

| Item                     | QTY | Value | Total |
|--------------------------|-----|-------|-------|
| Sofa                     | 4   | 20    | 80    |
| Chairs                   | 4   | 5     | 20    |
| Small Tables Night Stand | 4   | 5     | 20    |
| Lamps                    | 8   | 5     | 40    |
| Armoire                  | 4   | 50    | 200   |
| TV Cart                  | 4   | 10    | 40    |
| Cocktail tables          | 4   | 10    | 40    |
|                          |     |       | 440   |





Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

**ARTHROPOD CONTROL BUDGET AMENDMENT**

ADAM H. PUTNAM  
COMMISSIONER

Section 388.361, F.S. and 5E-13.027, F.A.C.  
Telephone (850) 617-7995 Fax (850) 617-7969

Submit to:  
Mosquito Control Program  
3125 Conner Blvd, Bldg 6  
Tallahassee, FL 32399-1650

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT. USE PAGE TWO FOR THIS PURPOSE.

Amendment No. **2019-1**

Fiscal Year: **2018-2019**

Date: **6/20/2019**

Amending: Local Funds X State Funds    (Check appropriate fund account to be amended. Use a separate form for each fund). The

Board of Commissioners for Lee Co Mosquito Control District hereby submits to the Department of Agriculture and Consumer Services, for its consideration and approval, the following amendment for the current fiscal year as follows:

**ESTIMATED RECEIPTS**

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

| Total Available Cash and Receipts | Reserves               | Present Budget          | Increase Request     | Decrease Request | Revised Budget          |
|-----------------------------------|------------------------|-------------------------|----------------------|------------------|-------------------------|
| \$ <b>35,898,700.00</b>           | \$ <b>9,398,216.00</b> | \$ <b>35,898,700.00</b> | \$ <b>500,000.00</b> | \$ <b>-</b>      | \$ <b>36,398,700.00</b> |

NAME SOURCE OF INCREASE: (Explain Decrease) \_\_\_\_\_

| BUDGETED RECEIPTS                   |                                       |                  |                  |                  |                  |
|-------------------------------------|---------------------------------------|------------------|------------------|------------------|------------------|
| ACCT NO                             | Description                           | Present Budget   | Increase Request | Decrease Request | Revised Budget   |
| 311                                 | Ad Valorem (Current/Delinquent)       | \$ 20,732,700.00 | \$ -             | \$ -             | \$ 20,732,700.00 |
| 334.1                               | State Grant                           | \$ -             | \$ -             | \$ -             | \$ -             |
| 362                                 | Equipment Rentals                     | \$ -             | \$ -             | \$ -             | \$ -             |
| 337                                 | Grants and Donations                  | \$ 180,000.00    | \$ -             | \$ -             | \$ 180,000.00    |
| 361                                 | Interest Earnings                     | \$ 165,000.00    | \$ -             | \$ -             | \$ 165,000.00    |
| 364                                 | Equipment and/or Other Sales          | \$ 1,325,000.00  | \$ 500,000.00    | \$ -             | \$ 1,825,000.00  |
| 369                                 | Misc./Refunds (prior yr expenditures) | \$ 21,000.00     | \$ -             | \$ -             | \$ 21,000.00     |
| 380                                 | Other Sources                         | \$ 80,000.00     | \$ -             | \$ -             | \$ 80,000.00     |
| 389                                 | Loans                                 | \$ -             | \$ -             | \$ -             | \$ -             |
| TOTAL RECEIPTS                      |                                       | \$ 22,503,700.00 | \$ 500,000.00    | \$ -             | \$ 23,003,700.00 |
| Beginning Fund Balance              |                                       | \$ 13,395,000.00 | \$ -             | \$ -             | \$ 13,395,000.00 |
| Total Budgetary Receipts & Balances |                                       | \$ 35,898,700.00 | \$ 500,000.00    | \$ -             | \$ 36,398,700.00 |

**BUDGETED EXPENDITURES**

NOTE: Total increase must equal total decrease, unless the total "Present Budget" is revised.

| ACCT NO                                   | Uniform Accounting System Transaction         | Present Budget   | Increase Request | Decrease Request | Revised Budget   |
|-------------------------------------------|-----------------------------------------------|------------------|------------------|------------------|------------------|
| 10                                        | Personal Services                             | \$ 6,344,590.00  | \$ -             | \$ -             | \$ 6,344,590.00  |
| 20                                        | Personal Service Benefits                     | \$ 6,309,587.00  | \$ -             | \$ -             | \$ 6,309,587.00  |
| 30                                        | Operating Expense                             | \$ 734,000.00    | \$ -             | \$ -             | \$ 734,000.00    |
| 40                                        | Travel & Per Diem                             | \$ 139,514.00    | \$ -             | \$ -             | \$ 139,514.00    |
| 41                                        | Communication Services                        | \$ 57,500.00     | \$ -             | \$ -             | \$ 57,500.00     |
| 42                                        | Freight Services                              | \$ 12,000.00     | \$ -             | \$ -             | \$ 12,000.00     |
| 43                                        | Utility Service                               | \$ 229,000.00    | \$ -             | \$ -             | \$ 229,000.00    |
| 44                                        | Rentals & Leases                              | \$ 165,000.00    | \$ -             | \$ -             | \$ 165,000.00    |
| 45                                        | Insurance                                     | \$ 494,500.00    | \$ -             | \$ -             | \$ 494,500.00    |
| 46                                        | Repairs & Maintenance                         | \$ 725,000.00    | \$ 500,000.00    | \$ -             | \$ 1,225,000.00  |
| 47                                        | Printing and Binding                          | \$ 2,000.00      | \$ -             | \$ -             | \$ 2,000.00      |
| 48                                        | Promotional Activities                        | \$ 35,000.00     | \$ -             | \$ -             | \$ 35,000.00     |
| 49                                        | Other Charges                                 | \$ 35,000.00     | \$ -             | \$ -             | \$ 35,000.00     |
| 51                                        | Office Supplies                               | \$ 18,000.00     | \$ -             | \$ -             | \$ 18,000.00     |
| 52.1                                      | Gasoline/Oil/Lube                             | \$ 232,300.00    | \$ -             | \$ -             | \$ 232,300.00    |
| 52.2                                      | Chemicals                                     | \$ 2,310,474.00  | \$ -             | \$ -             | \$ 2,310,474.00  |
| 52.3                                      | Protective Clothing                           | \$ 37,000.00     | \$ -             | \$ -             | \$ 37,000.00     |
| 52.4                                      | Misc. Supplies                                | \$ 167,000.00    | \$ -             | \$ -             | \$ 167,000.00    |
| 52.5                                      | Tools & Implements                            | \$ 4,000.00      | \$ -             | \$ -             | \$ 4,000.00      |
| 54                                        | Publications & Dues                           | \$ 218,999.00    | \$ -             | \$ -             | \$ 218,999.00    |
| 55                                        | Training                                      | \$ 163,227.00    | \$ -             | \$ -             | \$ 163,227.00    |
| 60                                        | Capital Outlay                                | \$ 3,602,775.00  | \$ -             | \$ -             | \$ 3,602,775.00  |
| 71                                        | Principal                                     | \$ 2,136,187.00  | \$ -             | \$ -             | \$ 2,136,187.00  |
| 72                                        | Interest                                      | \$ 442,831.00    | \$ -             | \$ -             | \$ 442,831.00    |
| 81                                        | Aids to Government Agencies                   | \$ -             | \$ -             | \$ -             | \$ -             |
| 83                                        | Other Grants and Aids                         | \$ 35,000.00     | \$ -             | \$ -             | \$ 35,000.00     |
| 89                                        | Contingency (Current Year)                    | \$ 1,350,000.00  | \$ -             | \$ -             | \$ 1,350,000.00  |
| 99                                        | Payment of Prior Year Accounts                | \$ 500,000.00    | \$ -             | \$ -             | \$ 500,000.00    |
| TOTAL BUDGET AND CHARGES                  |                                               | \$ 26,500,484.00 | \$ 500,000.00    | \$ -             | \$ 27,000,484.00 |
| 0.001                                     | Reserves - Future Capital Outlay              | \$ -             | \$ -             | \$ -             | \$ -             |
| 0.002                                     | Reserves - Self-Insurance                     | \$ -             | \$ -             | \$ -             | \$ -             |
| 0.003                                     | Reserves - Cash Balance to be Carried Forward | \$ 9,398,216.00  | \$ -             | \$ -             | \$ 9,398,216.00  |
| 0.004                                     | Reserves - Sick and Annual Leave              | \$ -             | \$ -             | \$ -             | \$ -             |
| TOTAL RESERVES                            |                                               | \$ 9,398,216.00  | \$ -             | \$ -             | \$ 9,398,216.00  |
| TOTAL BUDGETARY EXPENDITURES and BALANCES |                                               | \$ 35,898,700.00 | \$ 500,000.00    | \$ -             | \$ 36,398,700.00 |
| ENDING FUND BALANCE                       |                                               | \$ -             | \$ -             | \$ -             | \$ (500,000.00)  |

APPROVED: \_\_\_\_\_  
Chairman of the Board, or Clerk of Circuit Court

DATE \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Mosquito Control Program

DATE \_\_\_\_\_



## ENGINEERING TEARDOWN REPORT

### 1. WORK ORDER - M5R1104

|               |            |                       |           |
|---------------|------------|-----------------------|-----------|
| ENGINE MODEL: | PT6A-65AR  | ENGINE SERIAL:        | PCE-97445 |
| CUSTOMER:     | Lee County | POWER SECTION SERIAL: | PS-97445  |

### 2. TIMES AND CYCLES ENGINE

|        |      |          |      |        |      |         |      |       |
|--------|------|----------|------|--------|------|---------|------|-------|
| Engine | TSN: | 11,978.9 | CSN: | 17,681 | TSO: | 5,497.9 | CSO: | 9,443 |
|--------|------|----------|------|--------|------|---------|------|-------|

### 3. AS RECEIVED LIFE LIMITED COMPONENTS

| Component                  | Part Number | Serial Number | Total Hours | Total Cycles Since New | Remaining Cycles |
|----------------------------|-------------|---------------|-------------|------------------------|------------------|
| Compressor Rotor Shaft     | 3043092     | 14B113        | N/A         | 8,761                  | 15,239           |
| 1 <sup>ST</sup> STG Rotor  | 3037101     | 3Y356         | N/A         | 17,681                 | 6,319            |
| 2 <sup>nd</sup> Stg Rotor  | 3036802     | 10A797        | N/A         | 17,681                 | 6,319            |
| 3 <sup>rd</sup> Stg Rotor  | 3036803     | 8Y808         | N/A         | 17,681                 | 6,319            |
| 4 <sup>th</sup> Stg Rotor  | 3036804     | 11A212        | N/A         | 17,681                 | 6,319            |
| Impeller                   | 3037204     | 5D500         | N/A         | 17,681                 | 6,319            |
| CT Disk                    | 3040311     | 25B539        | N/A         | 6,814                  | 8,186            |
| 1 <sup>st</sup> PT Disk    | 3029312     | 14A599        | N/A         | 17,681                 | 12,319           |
| 2 <sup>nd</sup> PT Disk    | 3029313     | 12A837        | N/A         | 17,681                 | 12,319           |
| 1 <sup>st</sup> Stg Blades | 3102502-01  | NSN           | 11,978.9    | N/A                    | N/A              |

4. **SHIPPING CONTAINER:** Prime Turbines container with PT cardboard top.

5. **PRELIMINARY OBSERVATIONS:** Engine received in normal run condition. Unscheduled removal for Inlet case corrosion, Strip and re-coat compressor vane and shrouds and time expired 1<sup>st</sup> Stage power turbine blades.

### 6. ACCESSORIES AS RECEIVED: GAS GENERATOR

- Fuel oil heater:** No data plate attached.
- Fuel Control Unit:** TSO: 1759.79
- Fuel Pump:** TSO: UNK
- Flow Divider:** TSO: UNK
- Exciter ignition box:** Not Received.
- Bleed Valve:** TSO: UNK

## 7. ACCESSORIES AS RECEIVED: POWER SECTION

- a. **Prop Gov:** Not received.
- b. **Overspeed Governor:** TSO: UNK
- c. **Torque Limiter:** Not received.

## 8. AS RECEIVED PICTURES



## 9. ACCESSORY GEARBOX: Not disassembled.

- a. Accessory Gearbox has loss of protective coating, recommend re-paint. (R). Pic 1
- b. Oil filler cap locking lever broken. Rejected. (A). Pic 1

## 10. GAS GENERATOR SUB ASSEMBLY: Partially disassembled.

- a. Inlet case P/N 3108869-01 has corrosion pitting on Dia. BR and BRF that exceed the 0.050" deep repairable limit. Rejected. (A). Customer requested aluminum replacement housing be quoted. Pic 2-6
- b. CT Bladed Disk diameter 9.166", 0.024" below min diameter for run blades at 9.190" per the MM and the OHM Post SB13089. Blades rejected. (A).
- c. Fuel manifold assemblies in clean and flow process.

**11. COMPRESSOR SECTION:**

- a. Impeller FOD on leading edge exceeds blend repair limits. Rejected. (A). Pic 7-9
- b. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> Stage stators require blending of minor FOD, strip and recoat due to coating loss. (R).
- c. 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Stg rotors require blending of minor FOD. (R).

**12. POWER SECTION: P.T. & EXHAUST:**

- a. 1<sup>st</sup> Stg PT Blades have exceeded 10,000 hours and require replacement. (A).
- b. 2<sup>nd</sup> Stg PT blades may have blade shift, Blade protrusion exceeds limit of 0.005 with measurements as high as 0.011. Requires removal of rivets to correct. (R).
- c. PT rotor air seal rejected due to rubbing and signs of oil leak. (A). Pic 10
- d. PT stator air seal rejected due to rubbing and signs of oil leak. (A). Pic 11
- e. Exhaust blanket has oil soaked and missing insulation. Repairable (R). Pic 12

**13. Reduction Gearbox: Not Disassembled.**

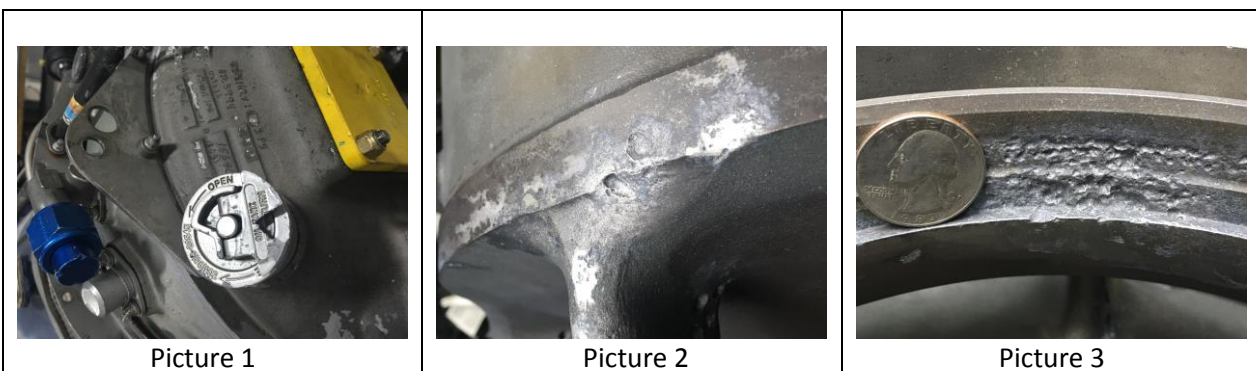
- a. Visual inspection, no discrepancies noted.

**14. External parts: Partial Disassembly.**

- a. Visual inspection, no discrepancies noted.

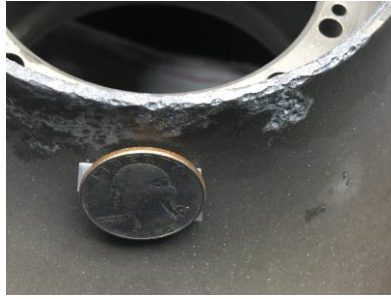
**Note:** (A) – rejected; (R) – repairable.

**15. REJECTED PARTS PICTURES**

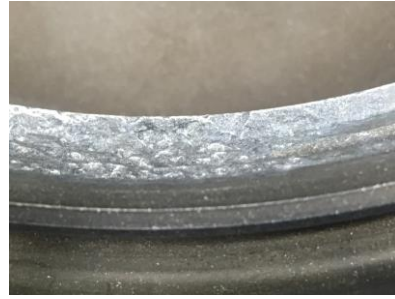




Picture 4



Picture 5



Picture 6



Picture 7



Picture8



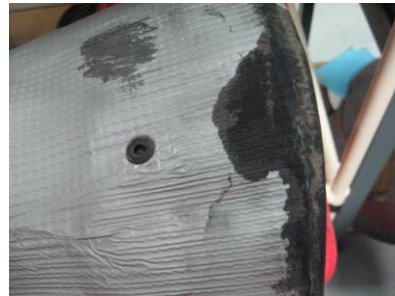
Picture 9



Picture 10



Picture 11



Picture 12



**PRIME TURBINES**

480-428-6341

|                |  |
|----------------|--|
| INVOICE NUMBER |  |
| INVOICE DATE   |  |
| DATE SHIPPED   |  |

| PURCHASE ORDER NUMBER | WORK ORDER | S/N       | ENGINE TYPE | DEST |
|-----------------------|------------|-----------|-------------|------|
| 80788                 | M5R1104    | PCE-97445 | PT6A-65AR   | USA  |

S Lee County Mosquito Control  
O 15191 Homestead Road  
L Lehigh Acres, FL 33971  
D  
T  
O U.S.A.

REMIT TO:  
PRIME TURBINES  
1615 DIPLOMAT DR., SUITE 120  
CARROLLTON, TX 75006

OR WIRE TRANSFER TO:  
CITIZENS BANK  
ACCOUNT NAME: PRIME TURBINES/VSE  
ACCOUNT: 6699010437  
ABA ROUTING: 036076150  
BIC / SWIFT: CTZIUS33

**Please note new wire instructions**

CUSTOMER NUMBER: LCMC1  
CREDIT TERMS: Net 30

## WORK ORDER QUOTE 5/31/2019

PN: 3101000-01  
Workscope: Repair

Labor: Flat Rate

|                                             |              |
|---------------------------------------------|--------------|
| Material: New PWC                           | \$185,991.30 |
| Material: PMA                               | \$12,476.55  |
| Material: Serviceable                       | \$73,675.00  |
| Material: Outside Vendor (OV)               | \$3,920.00   |
| Material: Outside Vendor (OV) - Accessories | \$8,700.00   |
| Material: Consumables                       | \$8,517.39   |
| Test Cell Fee                               | \$2,890.00   |
| Bulk Issue                                  | \$1,575.00   |
| Packaging & Preservation                    | \$1,475.00   |

Quote Total:

**\$299,220.24**

Please sign your acceptance and return via e-mail to [rgalaviz@primeturbines.com](mailto:rgalaviz@primeturbines.com)

Accepted by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Scrap Parts: Return ☐ Dispose Locally ☐

[illegible][illegible][illegible][illegible][illegible][illegible]

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into and effective as of the date last signed below, for employment commencing on the April 4, 2019 (the "Commencement Date"), by and among **LEE COUNTY MOSQUITO CONTROL DISTRICT**, a Special Taxing District ("LCMCD") and **LEE COUNTY HYACINTH CONTROL DISTRICT**, a Special Taxing District ("LCHCD" and collectively with LCMCD hereinafter referred to as the "District") and **DR. DAVID HOEL** ("Employee"), an individual resident of Lee County, Florida ("Lee County").

WHEREAS, Employee is expected to make major contributions to the efficient operation of the District in serving the citizens of Lee County; and

WHEREAS, LCMCD was established by an act of the Florida Legislature as an independent district and has been providing uninterrupted mosquito control services to the citizens of Lee County since inception; and

WHEREAS Lee County Hyacinth District was established by an act of the Florida Legislature as an independent district and has been providing uninterrupted hyacinth control services to the citizens of Lee County since inception; and

WHEREAS Employee has been acting as Interim Executive Director for the District since January 1, 2019; and

WHEREAS, the parties to this Agreement desire to employ Employee as the permanent Executive Director as of the Commencement Date on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above terms and conditions are correct.
2. Certain Definitions. All of the capitalized words and phrases used in this Agreement that are not otherwise defined herein, and that are capitalized for reasons other than syntax or grammar, shall have the meanings attributed to such words and phrases as set forth in paragraph 10 hereof.
3. Employment. The District shall employ Employee, and Employee accepts continued employment with the District as of the Commencement Date, upon the terms and conditions set forth in this Agreement for the period commencing on the Commencement Date and ending as provided in paragraph 6 hereof (the "Employment Period").

4. Position and Duties.

(a) During the Employment Period, Employee shall serve as Executive Director of the District and shall have the normal duties, responsibilities and authority of an Employee serving in such position.

(b) Employee shall report to the respective Board of Commissioners for LCMCD and LCHCD (each a "Board" and collectively the "Boards") or their designate (collectively the Boards and their designate are referred to herein as the "Direct Report"). The Boards of the two districts are comprised of the same Commissioners, and a reference to the District herein applies to both districts unless otherwise noted.

(c) During the Employment Period, Employee shall devote Employee's best efforts and Employee's full business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of the District. Employee shall perform Employee's duties and responsibilities to the best of Employee's abilities in a diligent, trustworthy, businesslike and efficient manner and at the location or locations assigned to Employee by the Board of Commissioners.

(d) Employee shall receive an annual performance review by the District's Boards to be conducted at or around the Board meetings for the District in July of each year.

5. Compensation and Benefits.

(a) Salary. The District agrees to pay Employee an annual salary during the Employment Period in arrears and in installments as is the custom of the District with respect to Employees, but not less frequently than monthly (currently the District pays Employees bi-weekly). Employee's initial salary shall be One Hundred and Sixty-Five Thousand Dollars per year (the "Salary"). This Salary shall be retroactive to January 1, 2019. Employee shall receive an annual cost of living adjustment ("COLA") at the same time and at the same rate as all other employees of the District.

(b) Withholding. All compensation paid by the District and taxable to Employee shall be subject to required withholding taxes, social security taxes and other employment taxes required to be withheld by the District with respect to compensation paid by an employer to an Employee.

(c) Expense Reimbursement. The District shall reimburse Employee for all reasonable expenses incurred by Employee during the Employment Period in the course of performing Employee's duties under this Agreement that are consistent with the District's policies in effect from time to time with respect to travel and other business expenses, subject to the District's requirements with respect to reporting and documentation of such expenses.

(d) Benefits. Employee shall be eligible for all benefits afforded by the District to its employees subject to the terms and conditions of all such benefit plans, as such plans may be amended by the Board from time to time.

(e) Paid Time Off. Commencing on January 1, 2019, and during each calendar year thereafter, Employee shall be entitled to paid time off ("PTO") of 200 hours per annum credited each January, during which time Employee's compensation shall be paid in full, and with the exception of the number of PTO hours and when credited, subject to the terms and conditions of all the District's paid time off policies. To ensure the efficient operation of the District PTO for vacations shall be taken at the times mutually agreed on by the Employee and Employee's Direct Report.

6. Employment Period.

(a) Unless terminated earlier or extended as hereinafter provided, the Employment Period shall continue until, and shall end on September 30<sup>th</sup> following the Commencement Date (the "Initial Term").

(b) Thereafter, unless the Employment Period shall have ended earlier pursuant to subparagraph 6(c) below, the Employment Period shall automatically be extended for an additional year (an "Additional Term") commencing each October 1<sup>st</sup> and ending each September 30<sup>th</sup>.

(c) Notwithstanding (a) or (b) above, the Employment Period shall end upon the first to occur of any of the following events:

- (i) Employee's death;
- (ii) a Termination for Cause;
- (iii) a Termination Without Cause; or
- (iv) a Voluntary Termination.

7. Post-Employment Period Payments. At the end of the Employment Period (the last day Employee is employed by the District) for any reason, Employee shall cease to have any rights to salary, expense reimbursements or other benefits and Employee shall be entitled to (i) any Salary which has accrued but is unpaid; (ii) any reimbursable expenses which have been incurred but are unpaid; and, (iii) any plan benefits which by their terms extend beyond termination of Employee's employment (but only to the extent provided in any other benefit plan in which Employee has participated as an Employee of the District) and (iii) any benefits to which Employee is entitled under Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"). Notwithstanding the above, no accrued PTO shall be payable to the Employee if his employment hereunder is terminated under paragraph 6(c)(ii) or if Employee terminates his employment under paragraph 6(c)(iv)

with less than thirty (30) days prior written notice to his Direct Report, and the balance of any such accrued PTO shall abate.

8. Conflicts of Interest. While employed by District, Employee shall not, directly or indirectly, unless approved by the District's Board of Commissioner's in writing:

(a) participate in any way in the benefits of transactions between District and its suppliers or clients, or have personal financial transactions with any of District's suppliers or clients, including, without limitation, having a financial interest in District's suppliers or clients, or making loans to, or receiving loans from, District's suppliers or clients; however, if such suppliers or clients are publicly traded companies, Employee may own stock in such suppliers or clients (as long as such ownership does not constitute a controlling interest);

(b) realize a personal gain or advantage from a transaction in which District has an interest or use information obtained in connection with Employee's employment with District for Employee's personal advantage or gain; or

(c) accept any offer to serve as an officer, director, partner, consultant, manager with, or to be employed in a technical capacity by, a Person which does business with the District.

9. District's Property Interests.

(a) District's Property. Employee agrees that at the end of the Employment Period, Employee shall return to the District, in good condition, all property of the District in Employee's possession.

(b) Discoveries and Inventions; Work Made for Hire. Except as provided in Exhibit A hereto, if any ("Pre-Existing Work", absent a fully executed Exhibit A there are no exceptions or Pre-Existing Work), Employee hereby assigns, transfers, and conveys to the District all of Employee's right, title, and interest in all and any intellectual property whether or not such matter is or could be service or trademarked, copyrighted or patented, hereafter made, developed, or conceived solely or jointly by Employee during employment with the District that relates in any manner to the actual or anticipated business of the District, or relates to the District's actual or anticipated research and development, or is suggested by or results from any tasks assigned to Employee, or work performed by Employee for or on behalf of the District and further acknowledges that any such work is created as a work made for hire for the sole ownership, use and benefit of the District. The Pre-Existing Work as described in Exhibit A, if any, shall be deemed intellectual property owned by Employee; provided, however, to the extent that any work product incorporates, relies on, or is derived from any Pre-Existing Work, Employee agrees and hereby grants the District an irrevocable, global, non-exclusive, transferrable and royalty-free license to use such Pre-Existing Work. Either during or subsequent to Employee's employment

with the District, without further consideration to Employee, upon the request and at the expense of the District or its designee, Employee shall make application for any service or trademarks, copyrights, patents, or other legal means of intellectual property protection in the United States of America or any foreign countries designated by the District or its designee (said application being for information assigned, transferred, and conveyed to the District under this paragraph); Employee shall execute all required papers and assign all such applications to the District or its designee forthwith and without charge; Employee shall give the District or its designee all reasonable assistance in preparing such applications; and Employee shall do all that may reasonably be required to protect the rights of the District or its designee and to vest in it or its designee the applications, service or trademarks, copyrights, patents or other intellectual property protection herein provided for.

10. Definitions.

(a) “Person” means any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society or association, trust or other entity.

(b) “Termination For Cause” means the termination by the District of Employee’s employment with the District as a result of (i) the commission by Employee of a felony or a fraud, (ii) conduct by Employee that brings the District into substantial public disgrace or disrepute, (iii) gross negligence or gross misconduct by Employee with respect to the District, (iv) Employee’s abandonment of Employee’s employment with the District, (v) Employee’s insubordination or failure to follow the directions of the Employee’s Direct Report, which is not cured within thirty (30) days after written notice thereof to Employee, (vi) Employee’s violation of paragraph 8 of this Agreement, (vii) Employee’s breach of a material employment policy of the District, which is not cured within thirty (30) days after written notice thereof to Employee, or (viii) any other breach by Employee of this Agreement or any other agreement with the District which is material and which is not cured within thirty (30) days after written notice thereof to Employee.

(c) “Termination Without Cause” means the termination by the District by not less than ninety (90) days written notice to Employee of Employee’s employment with the District for any reason, or with no reason, other than a termination under subparagraphs 6(c)(i), 6(c)(ii) or 6(c)(iv).

(d) “Voluntary Termination” means Employee’s termination of Employee’s employment with the District for any reason by written notice to the District.

11. Employee Representations. Employee represents and warrants to the District that neither the execution and delivery of this Agreement, nor any instrument or agreement to be delivered by Employee to the District pursuant to this Agreement, nor

the compliance with the terms and provisions thereof by Employee, will result in the breach of any administrative or court order or decree, or any agreement or other instrument to which Employee is a party, or by which Employee is or may be bound, or constitute an event of default or default thereunder, or with the lapse of time or the giving of notice, or both, constitute an event of default thereunder. Employee agrees to defend, indemnify, and hold the District harmless against any loss, damage, claim of third parties, actions, suits, demands, judgments, or expense (including legal and other fees and charges at all levels and in all proceedings) incurred or sustained by the District as a result of or attributable to any misrepresentation or breach of any representation, warranty, covenant, or agreement herein given or made by Employee. The obligations of Employee to indemnify the District as herein stated shall survive the termination of this Agreement and the District shall have the right of set-off for any loss incurred by the District against any payments due to Employee under this Agreement.

12. Assignment of Employee's Rights. The District shall not be required to make any payment under this Agreement to any assignee or creditor of Employee, other than to Employee's legal representative on death. Employee's obligations under this Agreement are personal and may not be assigned or transferred in any manner. Employee or Employee's legal representative, shall have no rights by way of anticipation or otherwise to assign or otherwise dispose of any right of Employee under this Agreement.

13. District's Obligations Unfunded. Except for any benefits under any benefit plan of the District that are required by law or by express agreement to be funded, it is understood that the District's obligations under this Agreement are not funded, and it is agreed that the District shall not be required to set aside or escrow any monies in advance of the due date of the payment of such monies to Employee.

14. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by reputable overnight carrier or mailed by first class mail, return receipt requested, to the recipient at the address indicated below:

Notices to Employee:

Dr. David Hoel  
15505 Pricklegrass Court  
Alva, FL 33920

Notices to the District:

Chairman  
Lee County Mosquito Control District  
15191 Homestead Road  
Lehigh Acres, FL 33971

Chairman  
Lee County Hyacinth District  
15191 Homestead Road  
Lehigh Acres, FL 33971

or such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party. Any notice under this Agreement will be deemed to have been given when so delivered, sent or mailed.

15. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

16. Prevailing Party's Litigation Expenses. In the event of litigation between the District and Employee related to this Agreement, the non-prevailing party shall reimburse the prevailing party for any costs and expenses (including, without limitation, attorneys' fees) reasonably incurred by the prevailing party in connection therewith.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and effective as of its date supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

18. References. References to this Agreement shall include any amendment or renewal hereof. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires. Whenever any reference is made in this Agreement to Employee, such reference shall (when applicable) be deemed to be and include references to Employee's estate, personal representative, legal representative, heirs, successors, assigns and transferees (directly or indirect). References to the masculine gender in this Agreement shall be deemed to include the feminine and neuter, and references to the singular shall include the plural and vice versa, where appropriate.

19. Headings. Any provision preceding the text of the several paragraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

20. Construction and Interpretation. In the event of any dispute as to the precise meaning of any term contained herein, the principles of construction and interpretation that written documents be construed against the party preparing the same shall not be applicable.

21. Offset. Whenever the District is to pay any sum to Employee, Employee agrees that any amounts that Employee owes the District may be deducted from that sum before payment.

22. Waiver. No waiver by a party hereto of any default or breach of any provision of this Agreement by another party hereto shall be deemed to extend to or operate as a waiver of any prior or subsequent default or breach of any provision of this Agreement or affect in any way any right arising by virtue of any prior or subsequent occurrence. No delay or omission on the part of any party hereto in exercising any right or remedy that such party may now or hereafter have hereunder or otherwise at law or in equity shall operate as a waiver thereof, and no single or partial exercise by a party hereto of any such right or remedy shall preclude any other future exercise thereof or the exercise of any other right or remedy.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and said counterparts shall constitute but one and the same agreement which may be sufficiently evidenced by one counterpart. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of a manually executed counterpart. In the event of delivery by facsimile or electronic mail, the parties hereto shall use all reasonable efforts also to deliver manually signed counterparts as soon thereafter as is practicable.

24. Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by Employee, the District and their respective heirs, executors, personal representatives, successors and assigns. Provided, however, Employee may not assign any rights or delegate any obligations hereunder without the prior written consent of the District, which may be withheld in its sole discretion. Employee hereby consents to the assignment by the District of all of its rights and obligations hereunder to any successor to the District by merger or consolidation or purchase of all or substantially all of the District's assets, or otherwise, provided such transferee or successor assumes the liabilities of the District hereunder.

25. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be exclusively governed by and construed in accordance with the laws of the State of Florida (without regard to any Florida law which would require the application of the law of any other state or

jurisdiction). Venue for any dispute under this Agreement shall exclusively be in the state courts of competent jurisdiction sitting in Lee County, Florida.

26. Amendment. This Agreement shall not be amended, in whole or in part, except by an agreement in writing signed by the District and Employee.

27. Agreement Drafted by the District's Counsel. The parties hereto acknowledge that the District's counsel, Henderson, Franklin, Starnes & Holt, P.A., prepared this Employment Agreement. Furthermore, Employee acknowledges that Employee has been advised that conflicts of interest may exist among the parties hereto; Employee was advised to seek the advice of independent counsel; and Employee hereby acknowledges that Employee had adequate opportunity and has sought the advice of independent counsel.

**[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK. THE  
SIGNATURE PAGE FOLLOWS.]**

The parties hereto have executed this Agreement with the intent to be legally bound.

**DISTRICT:**

**LEE COUNTY MOSQUITO CONTROL  
DISTRICT**

Date \_\_\_\_\_

By: \_\_\_\_\_  
Ed Brantley, Chairman

**LEE COUNTY HYACINTH CONTROL  
DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ed Brantley, Chairman

**EMPLOYEE:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. David Hoel

LCMCD Education Program Budget 2019-2020

Lee County Mosquito Education Program

|                              | Resource Specialist #1 | Resource Specialist #2 | Resource Specialist #3 | Total                    |
|------------------------------|------------------------|------------------------|------------------------|--------------------------|
| Salary and Benefits          | \$ 66,500              | \$ 74,500              | \$ 68,500              | <u>\$ 209,500</u>        |
| Other Operating Expenditures |                        |                        |                        |                          |
| Other Personnel Services     |                        |                        |                        | \$ 5,000                 |
| Printing                     |                        |                        |                        | \$ 5,000                 |
| Supplies                     |                        |                        |                        | \$ 5,000                 |
| Contingency                  |                        |                        |                        | <u>\$ 5,000</u>          |
| Other Operating Expenditures |                        |                        |                        | <u>\$ 20,000</u>         |
| Total School District Budget |                        |                        |                        | <u><u>\$ 229,500</u></u> |

| Detail Salary Information |             |            |             |            |             |           |             |
|---------------------------|-------------|------------|-------------|------------|-------------|-----------|-------------|
|                           | Salary      | Retirement | Social Sec. | Group Ins. | Work. Comp. | Unemploy. | Total       |
| Mark McCreary             | \$56,627.64 | \$4,813.35 | \$4,332.01  | \$7,424.00 | \$775.80    | \$67.95   | \$74,040.75 |
| Jenifer McBride           | \$50,015.70 | \$4,251.33 | \$3,826.20  | \$7,424.00 | \$685.22    | \$60.02   | \$66,262.47 |
| Wendy Samz                | \$51,951.88 | \$4,415.91 | \$3,974.32  | \$7,424.00 | \$711.74    | \$62.34   | \$68,540.19 |

Calculation does not include salary increases that are subject to the Bargaining Agreement for FY20.

## **FASD CDM Project Report Requirements**

Select a topic by considering what issues are surfacing with your organization that would benefit from intervention or innovation. Project should include enough complexity to be worthy of the time and effort involved and at the same time be manageable within the time frame. Prepare a formal written report. The report must include at a minimum:

1. A cover sheet with your name, email address, agency, project title and date of submission
2. Problem statement
3. Background
4. A description of the end product
5. A copy of your **Project Management** work papers (to include a work breakdown structure, work assignments, and Gantt chart)
6. Your process for gaining consensus and approval from your **Board**
7. An explanation of how your project support your **Strategic Plan**
8. A narrative addressing the additional two curriculum components covered in the project.

### **Curriculum Components**

- Strategic Planning and Budgeting
- Collective Bargaining
- Ethical Requirements
- Public Relations & Public Information
- Working with Boards
- Project Management
- Procurement & Intergovernmental Agreements

## CDM Project Proposal Form

Name: Milton Sterling

Title: Manager, Scientific Intelligence

Agency: Lee County Mosquito and Hyacinth Control Districts

Project Title: Commissioners' Handbook: A Guide to Service in the Public

Detailed Description of Project, including relevance and scope:

The Lee County Mosquito and Hyacinth Control Districts are industry leaders in insect and plant control. Developing a Commissioners' Handbook formalizes the leadership provided by the Board of Commissioners. Currently when new members join our Board of Commissioners there is no orientation to the standards and requirements of conducting business in the public domain.

The handbook is intended to be a living document that will orient newly elected commissioners to their roles and responsibilities. The handbook will also serve as a reference tool for current commissioners keeping them updated on Florida Statutes and functioning effectively in their capacity as a public servant. Updates to the handbook will be managed by the Executive team at the Districts, which includes the Executive Director, Assistant Director, Chief Financial Officer, and Human Resources Director.

Five CDM Curriculum components addressed (Must include Project Management, Strategic Planning and Board Relations):

Ethical Requirements

Strategic planning and Budgeting

Project Management

Working with Boards

Public Relations & Public Information

Project begin date: July 29, 2019

Project completion date: November 1, 2019