

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

Blue Sheet No. 20021356

1. REQUESTED MOTION:

ACTION REQUESTED: Conduct a public hearing and consider the adoption and execution of the Interlocal Agreement between Lee County and the City of Fort Myers regarding the City's annexation of the unincorporated enclaves commonly known as "Dunbar" and "Belle Vue".

WHY ACTION IS NECESSARY: The adoption of the Interlocal Agreement between the City of Fort Myers and the County for the transition of services to the annexed areas is a condition precedent to the March 4, 2003 referendum for the annexation pursuant to the Special Act for the annexation, Chapter 98-488, as amended.

WHAT ACTION ACCOMPLISHES: The adoption of the Interlocal Agreement allows the process to go forward to referendum on March 4, 2003, for the electorate in the enclaves to decide on annexation.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 5:00 #1

3. MEETING DATE: 01-07-2003

4. AGENDA:

CONSENT

ADMINISTRATIVE

APPEALS

PUBLIC 5:00 p.m.

WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE

ORDINANCE

ADMIN. CODE

OTHER Spc. Act, CH 98-488, as amended

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER

B. DEPARTMENT County Attorney

C. DIVISION General Services

BY: David M. Owen
Chief Assistant County Attorney

7. BACKGROUND: Four years ago, Lee County and the City of Fort Myers began negotiations for a proposed Interlocal Agreement for transitioning two unincorporated enclaves commonly known as "Dunbar" and "Belle Vue", to municipal levels of service if approved by the electorate. To assist in this transition, Lee County's Legislative Delegation proposed a Special Act which was adopted in 1998, Chapter 98-488, as amended.

The Special Act requires the adoption of an Interlocal Agreement between the City and County for the transition of services to the annexed areas as a condition precedent to the March 4, 2003 referendum.

The Interlocal Agreement is attached for Board of County Commissioners' consideration and approval. If approved, authorize the Chairman's execution of the Interlocal Agreement.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
N/A	N/A	N/A	N/A	<u>[Signature]</u> 11/25/02	OA <u>[Signature]</u> 11/25/02	OM <u>[Signature]</u> 11/25/02	RISK <u>[Signature]</u> 11/25/02	GC <u>[Signature]</u> 11/25/02	<u>[Signature]</u> 11-25-02

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

**RECEIVED BY
COUNTY ADMIN. X**

11/25/02

**COUNTY ADMIN.
RECEIVED**

11/25/02

INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE CITY OF FORT MYERS REGARDING THE MUNICIPAL ANNEXATION OF THE UNINCORPORATED ENCLAVE COMMONLY KNOWN AS "DUNBAR" AND THE UNINCORPORATED ENCLAVE CONSIDERED TO BE ANOTHER PORTION OF THE DUNBAR ENCLAVE, BUT COMMONLY KNOWN AS "BELLE VUE"; PROVIDING FOR SCOPE; PROVIDING FOR THE TRANSITION OF CERTAIN MUNICIPAL SERVICES; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND TERMINATION DATE

This Interlocal Agreement is made and entered into this ____ day of _____, _____, by and between the City of Fort Myers, an incorporated municipality of the State of Florida lying within Lee County, hereinafter referred to as "CITY", and Lee County, a charter county and a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "COUNTY", and, collectively, the "PARTIES" hereto.

RECITALS

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Florida Statutes Chapter 163, Part II, has been established to encourage and assure coordination between and among municipalities and counties, and to encourage and assure coordination of platting and development activities of units of local governments; and

WHEREAS, the Legislature of the State of Florida enacted Ch. 98-488, as amended, Laws of Florida (1998) entitled An Act relating to Lee County and the City of Fort Myers; providing for the annexation of the enclaves known as "Dunbar" and "Belle Vue" by Interlocal Agreement between the CITY and COUNTY, subject to approval by referendum; providing for procedures for adoption of the agreement and for a referendum; providing for authority for assumption of municipal service duties and transfer of infrastructure; providing an effective date (Exhibit "A"); and

WHEREAS, Ch. 98-488 authorizes the CITY and COUNTY to enter into an Interlocal Agreement subject to referendum approval for the orderly municipal annexation of areas located within a 1-mile radius of the City of Fort Myers city limits, consisting of the unincorporated enclave commonly known as "Dunbar" and the unincorporated enclave considered to be another portion of the Dunbar enclave, but commonly known as "Belle Vue"; and

WHEREAS, the areas proposed to be annexed by the CITY by Interlocal Agreement shall be shown in Exhibit "B", and hereinafter referred to as "Area".

NOW, THEREFORE, the PARTIES agree to the following terms and conditions hereinafter set forth, the CITY and the COUNTY, intending to be legally bound, hereby agree as follows:

SECTION I **PURPOSE**

It is the purpose and intent of this Interlocal Agreement to define and memorialize the terms and conditions under which the annexation of the "Dunbar" and "Belle Vue" enclaves, and the transition of municipal services to those enclaves, will occur.

All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth above.

SECTION II **AUTHORITY FOR AGREEMENT**

The CITY represents to the COUNTY that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the City Council, has been executed and delivered by an authorized officer of the City Council, and constitutes a legal, valid and binding obligation of the CITY. The COUNTY represents to the CITY that the execution and delivery of this Agreement has been duly authorized by an authorized officer of the COUNTY, and constitutes a legal, and binding obligation of the COUNTY.

SECTION III **SCOPE OF AGREEMENT**

The COUNTY and the CITY hereby agree to provide and perform all obligations and duties as required and necessary to complete the transition of the municipal services as set forth herein.

SECTION IV **EFFECT OF ELECTORAL APPROVAL OF THE INTERLOCAL AGREEMENT**

Upon electoral approval of this Interlocal Agreement, pursuant to referendum as provided for by law, the "Dunbar" and "Belle Vue" enclaves will, by operation of law, thereafter become and be a part of the municipality of the City of Fort Myers, and be included within its corporate limits.

SECTION V PUBLIC SAFETY

A. LAW ENFORCEMENT

Law enforcement services will be phased in over a period of three (3) years. Phase-in will begin upon the date of annexation and conclude three (3) years following such date. In the first year, the first enclave to be phased in will be designated as Area 1, as shown in Exhibit "C1". In the second year, the second enclave to be phased in will be designated as Area 2, as shown in Exhibit "C2". In the third year, the third enclave to be phased in will be designated as Area 3, as shown in Exhibit "C3".

1. First Year Phase-In of Services: The CITY will be responsible to provide municipal-level law enforcement for Area 1 described as having: a northern border of Dr. Martin Luther King Jr. Blvd., a southern border of Canal Street, a western border of Ford Street, and an eastern border of Flint Drive (Exhibit "C1"). Based on the CITY's research and data, Area 1 has 703 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 1 with similar CITY core level of law enforcement services, the workload projections will require:

a. The following additional personnel costs:

1)	Six (6) police officers	\$260,933.03
2)	Two (2) investigators (Det/SIG)	\$98,345.57
3)	One (1) School Resource Officer	\$47,874.71
4)	One (1) Community Policing Coordinator	\$50,397.55
5)	Four (4) Community Service Aides	\$116,992.08
6)	One (1) Records Clerk	<u>\$25,870.00</u>
	TOTAL:	\$600,412.94

b. The following additional vehicle costs:

1)	Six (6) fully equipped patrol units @ \$45,874	\$275,244.00
2)	One (1) unmarked detective vehicle	\$46,788.00
3)	One (1) SIG vehicle	\$46,788.00
4)	One (1) Community Policing vehicle	\$25,000.00
5)	One (1) School Resource vehicle	\$25,000.00
6)	Four (4) Community Service Aides vehicles	<u>\$100,000.00</u>
	TOTAL:	\$518,820.00

c.	The following additional costs:	
1)	Fourteen (14) sets of portable radios, uniforms, bulletproof vests and firearms - est. \$6,000.00 each	\$84,000.00
2)	Vehicle Maintenance - \$3,000 annual x 14 vehicles	\$42,000.00
3)	Radio Fees - for fourteen (14) radios x \$16.90 per radio per month x 12 months	<u>\$2,840.00</u>
	TOTAL:	\$128,840.00

TOTAL ESTIMATED COSTS FOR FIRST YEAR \$1,248,072.94

2. Second Year Phase-In of Services: The CITY will be responsible to provide municipal-level law enforcement for Area 2 described as having: a northern border of Marion Street, a southern border of Michigan Avenue, a western border of Palmetto Avenue, and an eastern border of Ortiz Avenue (Exhibit "C2"). Based on the CITY's research and data, Area 2 has 411 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 2 with similar CITY core level of law enforcement services, CITY data workload projections law enforcement will require:

a.	The following additional personnel costs:	
1)	Nine (9) police Officers (added 3 to Year II)	\$395,994.09
2)	Two (2) Investigators - (Det/SIG)	\$100,984.32
3)	Two (2) School Resource Officers (added 1 Year II)	\$96,202.32
4)	One (1) Community Policing Officer	\$51,753.58
5)	Four (4) Community Service Aides	\$119,851.40
6)	One (1) Records Clerk	<u>\$26,473.48</u>
	TOTAL:	\$791,259.19

b.	The following additional vehicle costs:	
1)	Three (3) fully equipped patrol units @ \$45,874	\$137,622.00
2)	One (1) School Resource Vehicle	<u>\$25,000.00</u>
	TOTAL:	\$162,622.00

c.	The following additional costs:	
1)	Eighteen (18) sets of portable radios, uniforms, bulletproof vests and firearms - est. \$6,000.00 each	\$108,000.00
2)	Vehicle Maintenance - \$3,000 annual x 18 vehicles	\$54,000.00
3)	Radio Fees - for eighteen (18) radios x \$16.90 per radio per month x 12 months	<u>\$3,650.00</u>
	TOTAL:	\$165,650.00

TOTAL ESTIMATED COSTS FOR SECOND YEAR \$1,119,531.19

3. Third Year Phase-In of Services: The CITY will be responsible to provide for municipal-level law enforcement for Area 3 describing as having: a northern border of Canal Street, a southern border of Warehouse Road, a western border of Palm Avenue, and an eastern border of Arcadia Avenue (Exhibit "C3"). Based on the CITY's research and data, Area 3 has 116 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 3 with similar CITY core level of law enforcement services, CITY data workload projections law enforcement will require:

a.	The following additional personnel costs:	
1)	Ten (10) Police Officers (added 1 to Year III)	\$449,140.94
2)	Two (2) Investigators (Det/SIG)	\$103,701.82
3)	Two (2) School Resource Officers (added 1 Year III)	\$98,749.14
4)	One (1) Community Policing Officer	\$53,149.73
5)	Four (4) Community Service Aides	\$122,712.64
6)	One (1) Records Clerk	<u>\$27,093.00</u>
	TOTAL:	\$854,547.27

b.	The following additional vehicle costs:	
1)	One (1) fully equipped patrol unit @ \$45,874	<u>\$45,874.00</u>
	TOTAL:	\$45,874.00

- c. The following additional costs:
 - 1) Nineteen (19) sets of portable radios, uniforms, bulletproof vests and firearms - est. \$6,000 each \$114,000.00
 - 2) Vehicle Maintenance - \$3,000 annual x 19 vehicles \$57,000.00
 - 3) Radio Fees - for nineteen (19) radios x \$16.90 per radio per month x 12 months \$3,853.00

TOTAL: \$174,853.00

TOTAL ESTIMATED COSTS FOR THIRD YEAR \$1,075,274.27

- 4. Total projected costs for law enforcement annexation: \$3,442,878.40

B. FIRE

The CITY shall be responsible for providing fire and rescue services to the annexed "Area" upon approval by the governing bodies of the CITY and COUNTY, and a subsequent favorable vote of the electorate of this Interlocal Agreement. Pursuant to Ch. 88-545, Laws of Florida, repealing subsection (4) of Section 2, Ch. 76-410, Laws of Florida, the CITY has the lawful authority to annex those portions of the Tice Fire District which are included in the annexed "Area".

The parties involved in the transition of fire services for the Dunbar and Belle Vue enclaves (City of Fort Myers and Tice Fire District), will follow the provisions of Florida law as set out at Section 171.093(4), F.S., for the transition of fire services from the Tice Fire District to the City of Fort Myers.

The County will share the statutory costs with the CITY for the CITY's and Tice Fire District's fire service transition, on a 50% - 50% basis for the four years as set out in Section 171.093(4), Florida Statutes.

SECTION VI CODE ENFORCEMENT

- i. The CITY shall be responsible for providing code enforcement services to the annexed "Areas" upon approval by the governing bodies of the CITY and COUNTY, and a subsequent favorable vote of the electorate of this Interlocal Agreement. Code Enforcement will mirror Law Enforcement's Phase-In of Services plan and associated geographic boundary Areas within this Interlocal Agreement.

A. CODE ENFORCEMENT FOR ANNEXED "AREAS"

- 1. Goals: The CITY's code enforcement goals for the annexed "Areas" are as follows:
 - a. To create safe, attractive residential and business neighborhoods.

- b. Assist the community in building pride, responsibility and involvement.
- c. Improve property values and the quality of life.

2. Methods to Achieve Goals

- a. Eliminate all unsafe structures
 - 1) Securing of typical buildings will be performed by the CITY's Rapid Response Team within seventy-two (72) hours of complaint.
 - 2) If uncontested, the CITY can demolish an unsafe structure ninety (90) days after identification and proper notice.
- b. Enforcement maintenance standards: code enforcement is dispatched within two (2) hours to respond to complaints.
- c. Manage overgrown properties with Rapid Response Team: Typical overgrown lots will have trash removed, tree limbs cut to six (6) foot, and overgrowth cut to four (4) inches by the CITY's Rapid Response Team. Response is scheduled upon return receipt of 10-Day Notice postcard.
- d. Aggressive tag and tow program. Vehicles are targeted to be removed within three (3) weeks.
- e. Coordinate clean-up programs.
- f. Rental Property licensing and enforcement.

3. Implementation Schedule

- a. Code Sweeps - Street by street, in phases. Assessment, public education and community outreach.

- b. Self-Initiated Enforcement of most serious violations by priority. Health and safety, crime-related, unsafe structure abatement, etc.. (Per Policy)
- c. Complaint Response - Most common violations: abandoned vehicles, trash and debris, wild growth, property maintenance, licenses and permits, etc..

B. ANNUAL OPERATING RESOURCES

1. Resources and Costs: In order to implement a smooth transition which will provide the annexed "Area" with similar CITY core level code enforcement services, the goals and implementation of those goals will require the following resources and costs:

a. Annual Personnel Costs:

One (1) FACE Certified Code Violation Officer	\$ 35,000.00
One (1) State Certified Building Inspector	\$ 50,000.00
One (1) Support Admin. Clerk	\$ 30,000.00
Other Admin. Mgmt. Costs	\$ 10,000.00

Total Annual Personnel Costs: \$ 125,000.00

b. Other Annual Operating Costs:

Unsafe Structure Abatement	\$ _____
Derelict Vehicle (Boat Tipping Fees)	\$ 10,000.00
Vehicle / Equipment Maintenance	\$ 10,000.00
General Operating Costs Percentage	\$ 20,000.00

Total Other Annual Operating Costs: \$ _____

c. Initial One Time Start-Up Costs:

Rapid Response Capital Equipment	\$ 70,000.00
Officer / Inspector Vehicles (2)	\$ 40,000.00
Computers (3)	\$ 10,000.00

Total One Time Start-Up Costs: \$120,000.00

2. Five Year Protection: (Including 08% Increase in Annual Costs / Year)

First Year	\$ 385,000.00
Second Year	\$ 280,000.00
Third Year	\$ 300,000.00
Fourth Year	\$ 320,000.00
Fifth Year	\$ 340,000.00

TOTAL FIVE YEAR PROJECTION COSTS: \$ _____

NOTE: Budget Does Not Include Equipment / Vehicle Replacement Costs.

3. Lee County Contributions Needed for Unsafe Structure Abatement:
\$ _____ Per Year for Five (5) Years.

II. If the PARTIES cannot reach an accord with respect to the implementation of the transition as set out in Section VI, I., above, by the date of adoption of this Interlocal Agreement, then the CITY and the COUNTY will negotiate in good faith to establish the costs and rate of transition of Code Enforcement services to the annexed enclave areas prior to the expiration of the first one hundred twenty (120) days following the implementation date as set out in Section XXI, herein.

SECTION VII SIDEWALKS, STREET LIGHTING, HOUSING

A. SIDEWALKS

1. a. For maintenance purposes, the COUNTY will maintain the sidewalks in the enclave areas for the first and second year after annexation. The COUNTY'S current service level for the cost of sidewalk repair and maintenance for the Dunbar/Belle Vue area is estimated at a not-to-exceed amount of \$2,000.00.
- b. In the third, fourth and fifth year after annexation, new sidewalks will be constructed by the CITY. The CITY will be responsible for all new construction and all maintenance on existing and new sidewalks in the same manner as sidewalks are presently constructed City-wide.
2. The COUNTY does not provide new sidewalks on a retrofit basis except through the Bicycle/Pedestrian Advisory Committee.

B. STREET LIGHTS

1. The installation of street lights will be phased in over a period of five (5) years. Phase-in will begin upon the date of annexation and conclude five (5) years following such date.

- a. The CITY will provide maintenance to all lighting systems within the area, at the current service level for the first two (2) fiscal years after annexation, with no additional street lights added.
 - b. In the third, fourth and fifth fiscal year after annexation, the CITY will install 400-watt street lights spaced at a minimum of 400 feet apart.
 - 1) In the annexed area of Dunbar, the CITY will install a total of 190 additional street lights over the third, fourth and fifth year after the annexation.
 - 2) In the annexed area of Belle Vue, the CITY will install a total of 170 additional street lights over the third, fourth and fifth year after the annexation.
2. COUNTY does not provide area street lighting as a core service.

C. HOUSING

1. SHIP FUNDING - Upon annexation of the "Area", the Dunbar and Belle Vue enclaves will remain eligible to receive SHIP funding from Lee County for three years - FY 2003-04, FY 2004-05, and FY 2005-06. The COUNTY will give priority to the "Area" in determining SHIP fund allocation. Beginning FY 2006-07, the "Area" shall apply to the City of Fort Myers for SHIP funding.
2. COMMUNITY REDEVELOPMENT AGENCY (CRA)-The CITY may establish a Community Redevelopment Area (CRA) pursuant to Chapter 163, Part III, Florida Statutes, in the annexed "Area", after demolition by the CITY's Code Enforcement Department of any and all unsafe structures. The CRA will use tax increment finance revenues generated from the Community Redevelopment Area for continued improvement of the "Area", if taxable values increase to the extent that such revenues are generated. The COUNTY agrees to provide for the funding of the redevelopment trust fund for the above-referenced Community Redevelopment Area to the extent permitted by law, as provided in Chapter 163.387(1)(b), Florida Statutes.
3. HOME FUNDS-Contingent on the availability of HOME funds, Lee County will allocate 7.5% of future HOME funds for three (3) years, FY 2003-2004, FY 2004-2005 and FY 2005-2006, if the electorate approves the Interlocal Agreement.

- a. Provisional funding.
- 1) Lee County will distribute the funds directly to the CITY on an annual basis in January for the fiscal years stated above.
 - 2) The CITY agrees to, shall, and will, use the funds for eligible HOME Community Housing Development Organizations (CHDO) activities.
 - 3) The CITY shall provide the funds to an eligible CHDO.
 - 4) The CITY shall use any and all interest earned on HOME funds for eligible HOME CHDO activities.
 - 5) The CITY shall comply with all applicable HOME and OMB Circular regulations.
 - 6) The CITY agrees to and shall indemnify and hold the COUNTY harmless if HUD or an independent auditor determines that the HOME funds given to the CITY were not spent in compliance with the HOME and OMB Circular regulations.
 - 7) The CITY shall pay the COUNTY an amount equal to any funds asked to be repaid by HUD or an independent auditor.
 - 8) The CITY shall provide the COUNTY with any annual activities report and the portion of the CITY's annual independent audit that relates to the above HOME funds.
 - 9) The CITY shall conduct any short and/or long term monitoring responsibilities; and all eligible activities must comply with 24 CFR Part 92.201.a.2 which states:
"The participating jurisdiction (Lee County) may only invest its HOME funds in eligible projects within its boundaries, or in joint projects within the boundaries of contiguous local jurisdictions which serve residents from both jurisdictions."

- 10) The CITY and COUNTY will enter into a HOME contract in order to receive these funds, pursuant to 24 CFR Part 504.

SECTION VIII UTILITIES

- A. Lee County Utilities (LCU) is a separate enterprise within Lee County government funded from utility revenues and does not subsidize the Lee County general fund. LCU currently provides water and wastewater utility service to areas within the City of Fort Myers, as well as in unincorporated Lee County. Annexation of the "Area", which is presently served by LCU, will not affect the water and wastewater utilities.
- B. At any time following annexation, CITY may acquire the COUNTY'S water and wastewater utilities at the then applicable costs.
- C. Transition Plan

LCU will continue to own, operate and maintain the water and sewer utility system within the "Area" during the transition. However, and if desired by the CITY as an option, the CITY may impose the statutorily authorized water/wastewater utility franchise fee of up to five percent (5%) of gross revenues within the CITY's "Area", which would be added to the CITY'S customer's utility bills by the County.

- D. Wastewater Utility Transition Options
 1. LCU will continue to own and operate the wastewater utility system within the annexed "Area". The level of service and rates provided by the COUNTY and CITY are similar.
 2. The CITY purchases the wastewater utility system assets and customer base located within the annexed "Area", as marked in Exhibit "E" from LCU (using the same methodology used in Precinct 51 purchase) for \$1,148,523.00, escalated by CPI index on an annual basis after the implementation of this Agreement. An additional \$40,000.00 would be incurred by the CITY to upgrade the system to their SCADA system, for a total cost of \$1,188,523.00 if the option is exercised in the first year of the Agreement. The CITY and COUNTY shall share the electricity costs of the Ballard Road Master Pump Station based on their number of connections served by the master pump station. The CITY shall perform all other operations and maintenance for the wastewater utility after the CITY'S purchase of the infrastructure.

E. Water Utility Transition Options

1. LCU will continue to own and operate the potable water utility system within the annexed "Area". The level of service and rates provided by the COUNTY and CITY are similar.
2. The CITY purchases the potable water utility system assets and customers base located within the annexed "Area" from LCU (including mains, distribution system, appurtenances, and customer accounts). The CITY shall provide at their cost, the necessary construction to physically disconnect the potable water system in the annexed "Area" from LCU and connect to the CITY's water system. The CITY shall provide necessary easements to the COUNTY, and pay the COUNTY to construct a new LCU 16" water transmission main to replace the existing 16" transmission main transferred to the CITY as part of the purchase, in accordance with the attached conceptual drawing, Exhibit F, hereto. The cost to the CITY is estimated to be \$2,626,080.00 escalated by the CPI index on an annual basis after the implementation of this Agreement. The CITY's construction costs are estimated to be \$1,002,949.00 for a total cost to the CITY of \$3,629,029.00, if the option is exercised in the first year of the Agreement.
3. The CITY purchases the potable water utility distribution system and retail water customer base and provides retail utility services (including distribution piping, meters and customer service) within the annexed "Area". LCU will retain ownership of the 16" transmission main system in the annexed "Area". Potable water will then be supplied to the annexed "Area" by the COUNTY under a wholesale arrangement. The cost for the CITY to purchase the retail water utility customer base is \$626,080.00, escalated by the CPI index on an annual basis after the date of this Agreement. The CITY will pay a monthly wholesale potable water fee, to the COUNTY, based on the combined retail potable water usage, plus ten percent (10%) allocation for leakage, and the COUNTY's then existing wholesale potable water rate.

SECTION IX **ROADS, PAVEMENT, CURBS**

A. Roads to be Overlaid

1. Upon annexation of the Area, the COUNTY will continue the Overlay Program within the enclaves of Dunbar and Belle Vue for a period of five (5) years.
 - a. Ten (10) streets have been identified as requiring resurfacing during the five (5) years of this Interlocal Agreement. The COUNTY agrees to resurface ten streets, or the equivalent square yard area (60,598 yd.²) on any of the proposed annexed streets, as agreed to by the CITY and the COUNTY, over this five-year period. The COUNTY may choose to provide the equivalent cost for the resurfacing based on the most current asphalt prices from the COUNTY resurfacing contract.
 - b. The CITY will be responsible for all other street maintenance, overlays, resurfacing, etc..
2. The CITY will assume responsibility of the Overlay Program at the beginning of the sixth year after annexation.

B. Street and Traffic Control Signs

1. Upon annexation of the Area, the COUNTY will replace the COUNTY's street signs with CITY street signs. The CITY agrees to pay the COUNTY \$19,300.00 for changing and replacing the signs.
2. Upon annexation of the Area, the CITY will maintain the traffic control signs in the Dunbar and Belle Vue enclaves at the CITY's expense.

SECTION X **SOLID WASTE**

The CITY will phase in the collection of solid waste from the "Area". Two (2) years after annexation, beginning October 1, 2005, the CITY will be solely responsible for the collection of solid waste in the Area.

The COUNTY will continue to charge customers in the Area for Solid Waste services in the same manner as the unincorporated COUNTY through FY 2005 (9/30/2005).

SECTION XI PARKS AND RECREATION

A. Recreation Programming

Neither the CITY nor COUNTY operate direct recreation programming within the proposed annexation Area. The residents of this Area are served through programs offered at the Stars Complex and programs offered at other CITY or COUNTY facilities. Neither entity excludes on the basis of residency, so the population of these areas would continue to be served with no changes or additional costs. Additionally, residents would continue to have access to all other CITY and COUNTY facilities and programs.

SECTION XII DRAINAGE & ENVIRONMENTAL

I. Cleaning of Drainage Structures

A. Cleaning:

The COUNTY will perform a COUNTY Core Level of Service (CCLOS) maintenance event / cleaning of all necessary Municipal Separate Storm Sewer System (MS4) components, canals and ditches within the first year after passage of the referendum. Those MS4 systems, canals and ditches are:

1. Ditch from Ballard Road to New York Avenue
 Co. No. (439, partial) CCLOS: Clean and Reshape
2. Ditch @ Michigan Avenue to New York
 Co. No. (438, partial) CCLOS: Clean and Reshape
3. Zapato Canal, North from Ballard Road to Billy's Creek
 Co. No. 474, CCLOS: NCM *
4. 10 Mile Canal, North from N. Colonial to Hanson Street
 Co. No. 1730, CCLOS: Spray and Mow
5. Ditch East of Kutak Lane N. to Hanson Street
 Co. No. 929, CCLOS: NCM
6. Ditch @ Cargo Street, S. to North Colonial W/w
 Co. No. 937, CCLOS: Clean and Reshape
7. Ditch East of Work Drive, S. from Hanson to N. Colonial W/w
 Co. No. 936, CCLOS: Clean and Reshape
8. Thomas Avenue Ditch, East from Ford Street to Henderson
 Co. No. 533, CCLOS: Clean and Reshape
9. Ditch between Cargo Street & Work Drive, runs East & West
 Co. No. 932, CCLOS: Clean and Reshape
10. 2 Ditches, running East & West across Work Drive
 Co. Nos. 934, 935, CCLOS: Clean and Reshape
11. Hanson Ditch, Runs East then North to Hanson Avenue
 Co. No. 926, CCLOS: Clean and Reshape
12. Lucille Swale, between Louise & Michigan Avenue

- Co. No. 472, CCLOS: Mow
- 13. Palmetto Canal, from MLK Blvd. South to Edison Avenue
Co. No. 532, CCLOS: Clean and Reshape
- 14. Ditch from Habitat for Humanity to Canal Street
Co. No. 1788, CCLOS: NCM
- 15. Palmetto Ditch, North from Canal St. to South St.
Co. No. 511, CCLOS: Clean and Reshape

* = Home Owner Association Maintained
 NCM = Not County Maintained

- B. The COUNTY will transfer to the CITY, all of the ownership rights, title and interest that the County holds in the above canal systems within the first year following the implementation of this Interlocal Agreement. The COUNTY agrees to conduct ownership and encumbrance (O&E) searches and reports for the subject properties prior to the issuance of County deeds or easements for the properties, and will provide copies of said reports to the CITY along with the deeds or easements, as appropriate. For those parts or portions of the canal system(s) where the COUNTY holds no legal ownership, the PARTIES will act in concert to determine such ownership, and the COUNTY will assist the CITY in obtaining any easements the CITY determines necessary for the integrated maintenance of its drainage system. If there are any costs associated with the CITY'S obtaining any such necessary easements other than CITY and/or COUNTY staff time, the PARTIES will meet upon that occasion for the purpose of determining any sharing of those costs.
- C. The CITY will be responsible for all other drainage structures' maintenance and cleaning.

SECTION XIII ENVIRONMENTAL ISSUES

- 1. The COUNTY will provide a map and written text description of the annexed Area as required by Florida Administrative Code (FAC) Chapter 62-624.700; Transfer of Operational Authority. Coordination for this transfer of authority shall occur on the Second Thursday of each month for twelve (12) months after execution of this Agreement, or until completed.
- 2. The COUNTY will provide the CITY with any incidental MS4 information associated with the Area, including; but not limited to, prior drainage studies, retrofit projects, maps or other hydrologic data obtained by any means, as well as the information required by FAC 62-624.600 2.(d) 1.a,c,d,e,g,h,l,m,o, and p.; and 62-600-2.(d), 2.(h) 2.a, as may be required by permit.

3. The COUNTY will provide the CITY with all data collected by the COUNTY regarding the Area as required by the Environmental Protection Agency's (EPA) and Department of Environmental Protection (DEP) Permit No. FLS 000035, both electronically and hard copies, including, but not limited to: Maps of the Municipal Separate Storm Sewer System (MS4), Major Outfall locations and inspections, Minor Outfall locations and inspections, receiving water bodies and their classifications, dry weather field screening records, high risk industrial facility inspections, illicit connection information and a listing of structural controls by type.
4. The transfer of all other Federal, State, or Local permits, including, but not limited to, permits issued by the Corps of Engineers, South Florida Water Management District and/or the DEP will occur during the first year of the implementation of this Agreement. Coordination meetings for any such transfers shall occur on the Second Thursday of each quarter at a time mutually agreeable to both PARTIES. Such permits to be transferred are those as listed below:

The COUNTY holds no other permits, except those as described in C.1, 2, and 3 above.

SECTION XIV LAND USE AND PERMITTING

A. Local Government Comprehensive Plan

1. Upon annexation of the Area, the CITY will initiate all appropriate amendments to its adopted local government comprehensive plan to assign land use designations to the properties annexed.
2. Until such time as the CITY local government comprehensive plan amendment(s) are adopted and become effective, the land use designations and the associated goals, objectives and policies as contained in the adopted Lee County Comprehensive Plan shall remain in full force and effect and apply to all properties located in the Area.

B. Development Review and Permitting

1. Until such time as the CITY local government comprehensive plan amendment(s) are adopted and become effective, the COUNTY will continue to accept, review and make determinations on all permits for development proposed in the Area.
2. In reviewing and making determinations for all permit applications, the COUNTY will apply the land use designations and goals, objectives and policies as included in the adopted Lee County Comprehensive Plan.

3. Immediately upon the effective date of the amendments to the CITY comprehensive plan, all acceptance, review and determinations for permit applications within the Area will become the responsibility of the CITY.

SECTION XV FUNDS RESTRICTION

The CITY agrees that any and all funds received from the COUNTY under this Interlocal Agreement will not be used for any other purpose or CITY business other than for those stated in the Interlocal Agreement.

SECTION XVI AMENDMENTS

Upon filing of the Interlocal Agreement with the Clerk of the CITY and the Clerk of the Courts for the COUNTY, neither the CITY nor COUNTY shall make any amendments, revisions or changes to the terms and conditions of this Agreement prior to the public hearing for consideration of adoption.

SECTION XVII NOTICES

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to the COUNTY at the Office of the County Manager, and the CITY, at the Office of the Mayor.

SECTION XVIII CONSTRUCTION

This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION XIX LIABILITY

The PARTIES agree that by execution of this Agreement, no PARTY will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for by Florida Statutes.

SECTION XX SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless remain in full force and effect.

SECTION XXI EFFECTIVE DATE

This Agreement shall become effective on October 1, 2003, following approval by the governing bodies of both the CITY and COUNTY, and a subsequent favorable vote of the electorate as provided for in § 171.0413, F.S.

SECTION XXII TERMINATION DATE

The Agreement shall terminate upon the completion of all obligations of both CITY and COUNTY herein, or five (5) years following the effective date, whichever first occurs.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

ATTEST:

CITY OF FORT MYERS

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM BY:

By: _____
City Attorney

CHAPTER 2002-381

House Bill No. 1183

An act relating to Lee County and the City of Fort Myers; amending section 4, chapter 98-488, Laws of Florida, as amended; providing for the addition of a special election that may be conducted by the city for the interlocal agreement approval referendum; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 4 of chapter 98-488, Laws of Florida, as amended by chapter 2000-413, Laws of Florida, is amended to read:

Section 4. (1) Subsequent to the adoption of the interlocal agreement between the city and the county, and prior to the implementation of the proposed annexation by the city of the described "Dunbar" and "Belle Vue" enclaves, a referendum shall be held by the city within the proposed, described enclave areas to be annexed, or at the election of the city, in the city of Fort Myers and within the proposed, described enclave areas to be annexed, for the ratification and approval of the interlocal agreement by the registered electorates therein pursuant to the provisions of s. 171.0413, Florida Statutes, as amended.

(2) The interlocal agreement shall be presented to the registered voters residing within the proposed annexed areas as further described in section 2 of this act. The city may also elect to submit the interlocal agreement to a separate vote of the registered voters residing within the city at the same time the referendum is held in the proposed enclave areas. The procedures for conducting the referendum shall be pursuant to the requirements as set out at s. 171.0413(2), Florida Statutes. Upon a majority vote, of the combined registered electors residing in both the "Dunbar" and "Belle Vue" areas, or if the city elects to submit the interlocal agreement to a separate vote of the registered voters residing within the city, upon a majority vote of the electors of the City of Fort Myers and a majority vote by the combined electors residing in both "Dunbar" and "Belle Vue" areas, the interlocal agreement shall be deemed to be ratified and approved, and shall become effective as provided for in the interlocal agreement, but otherwise for not more than 1 year following the referendum. The referendum for ratification and approval of the interlocal agreement for annexation may be conducted by the city at any regular or special election following the adoption of the interlocal agreement by the city and the county.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor April 24, 2002.

Filed in Office Secretary of State April 24, 2002.

CHAPTER 2000-413

House Bill No. 1197

An act relating to Lee County and the City of Fort Myers; amending Section 4.(2) of Chapter 2000-43, section 4, chapter 98-488, Laws of Florida; providing for ~~an annexation referendum in certain enclaves only~~; allowing city the option to hold a referendum in the City of Fort Myers; providing for separate vote on an interlocal agreement by electors in the city and electors in certain enclaves areas proposed to be annexed the addition of a Special Election that may be conducted by the City for the Interlocal Agreement approval referendum; providing for an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 4 of chapter 98-488, Laws of Florida, is amended to read:

Section 4. (1) Subsequent to the adoption of the interlocal agreement between the city and the county, and prior to the implementation of the proposed annexation by the city of the described "Dunbar" and "Belle Vue" enclaves, a referendum shall be held by the city ~~in the City of Fort Myers and~~ within the proposed, described enclave areas to be annexed, or at the election of the city, in the city of Fort Myers and within the proposed, described enclave areas to be annexed, for the ratification and approval of the interlocal agreement by the registered electorates therein pursuant to the provisions of s. 171.0413, Florida Statutes, as amended.

(2) The interlocal agreement shall be presented ~~separately to the registered voters residing within the city and the registered voters residing within the proposed annexed areas as further described in section 2 of this act.~~ The city may also elect to submit the interlocal agreement to a separate vote of the registered voters residing within the city at the same time the referendum is held in the proposed enclave areas. The procedures for conducting the referendum shall be pursuant to the requirements as set out at s. 171.0413(2), Florida Statutes. Upon a majority vote, of the ~~registered electors of the City of Fort Myers and a majority of the votes cast by the combined registered electors residing in both the "Dunbar" and Belle Vue" areas, or if the city elects to submit the interlocal agreement to a separate vote of the registered voters residing within the city, upon a majority vote of the electors of the City of Fort Myers and a majority vote by the combined electors residing in both "Dunbar" and "Belle Vue" areas,~~ the interlocal agreement shall be deemed to be ratified and approved, and shall become effective as provided for in the interlocal agreement, but otherwise for not more than 1 year following the referendum. The referendum for ratification and approval of the interlocal agreement for annexation may be conducted by the city at any regular or special election following the adoption of the interlocal agreement by the city and the county.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor May 25, 2000

Filed in Office Secretary of State May 25, 2000.

CHAPTER 2000-413

House Bill No. 1197

An act relating to Lee County and the City of Fort Myers; amending Section 4.(2) of Chapter 2000-43, section 4, chapter 98-488, Laws of Florida; providing for an annexation referendum in certain enclaves only; allowing city the option to hold a referendum in the City of Fort Myers; providing for separate vote on an interlocal agreement by electors in the city and electors in certain enclave areas proposed to be annexed the addition of a Special Election that may be conducted by the City for the Interlocal Agreement approval referendum; providing for an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 4 of chapter 98-488, Laws of Florida, is amended to read:

Section 4. (1) Subsequent to the adoption of the interlocal agreement between the city and the county, and prior to the implementation of the proposed annexation by the city of the described "Dunbar" and "Belle Vue" enclaves, a referendum shall be held by the city in the City of Fort Myers and within the proposed, described enclave areas to be annexed, or at the election of the city, in the city of Fort Myers and within the proposed, described enclave areas to be annexed, for the ratification and approval of the interlocal agreement by the registered electorates therein pursuant to the provisions of s. 171.0413, Florida Statutes, as amended.

(2) The interlocal agreement shall be presented separately to the registered voters residing within the city and the registered voters residing within the proposed annexed areas as further described in section 2 of this act. The city may also elect to submit the interlocal agreement to a separate vote of the registered voters residing within the city at the same time the referendum is held in the proposed enclave areas. The procedures for conducting the referendum shall be pursuant to the requirements as set out at s. 171.0413(2), Florida Statutes. Upon a majority vote, of the registered electors of the City of Fort Myers and a majority of the votes cast by the combined registered electors residing in both the "Dunbar" and Belle Vue" areas, or if the city elects to submit the interlocal agreement to a separate vote of the registered voters residing within the city, upon a majority vote of the electors of the City of Fort Myers and a majority vote by the combined electors residing in both "Dunbar" and "Belle Vue" areas, the interlocal agreement shall be deemed to be ratified and approved, and shall become effective as provided for in the interlocal agreement, but otherwise for not more than 1 year following the referendum. The referendum for ratification and approval of the interlocal agreement for annexation may be conducted by the city at any regular or special election following the adoption of the interlocal agreement by the city and the county.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor May 25, 2000

Filed in Office Secretary of State May 25, 2000.

ENROL:

1999 Legislature

CS/CS/HB 17, Third Engrossed

ENROLLED

1999 Legislature

CS/CS/HB 17, Third Engrossed

1 7. The names and addresses of three officers or
2 persons submitting the proposal.
3 8. Evidence of fiscal capacity and an organizational
4 plan as it relates to the area seeking incorporation that, at
5 a minimum, includes:
6 a. Existing tax bases, including ad valorem taxable
7 value, utility taxes, sales and use taxes, franchise taxes,
8 license and permit fees, charges for services, fines and
9 forfeitures, and other revenue sources, as appropriate.
10 b. A 5-year operational plan that, at a minimum,
11 includes proposed staffing, building acquisition and
12 construction, debt issuance, and budgets.
13 9.1- Data and analysis to support the conclusions that
14 incorporation is necessary and financially feasible, including
15 population projections and population density calculations,
16 and an explanation concerning methodologies used for such
17 analysis.
18 10.2- Evaluation of the alternatives available to the
19 area to address its policy concerns.
20 11.3- Evidence that the proposed municipality meets
21 the requirements for incorporation pursuant to s. 165.061.
22 (c) In counties that have adopted a municipal overlay
23 for municipal incorporation pursuant to s. 163.3217, such
24 information shall be submitted to the Legislature in
25 conjunction with any proposed municipal incorporation in the
26 county. This information should be used to evaluate the
27 feasibility of a proposed municipal incorporation in the
28 geographic area.
29 * Section 12. Section 171.0413, Florida Statutes, is
30 amended to read:
31

1 171.0413 Annexation procedures.--Any municipality may
2 annex contiguous, compact, unincorporated territory in the
3 following manner:
4 (1) An ordinance proposing to annex an area of
5 contiguous, compact, unincorporated territory shall be adopted
6 by the governing body of the annexing municipality pursuant to
7 the procedure for the adoption of a nonemergency ordinance
8 established by s. 166.041. Prior to the adoption of the
9 ordinance of annexation, the local governing body shall hold
10 at least two advertised public hearings. The first public
11 hearing shall be on a weekday at least 7 days after the day
12 that the first advertisement is published. The second public
13 hearing shall be held on a weekday at least 5 days after the
14 day that the second advertisement is published. Each such
15 ordinance shall propose only one reasonably compact area to be
16 annexed. However, prior to the ordinance of annexation
17 becoming effective, a referendum on annexation shall be held
18 as set out below, and, if approved by the referendum, the
19 ordinance shall become effective 10 days after the referendum
20 or as otherwise provided in the ordinance, but not more than 1
21 year following the date of the referendum.
22 (2) Following the final adoption of the ordinance of
23 annexation by the governing body of the annexing municipality,
24 the ordinance shall be submitted to a vote of the registered
25 electors of the area proposed to be annexed. The governing
26 body of the annexing municipality may also choose to submit
27 the ordinance of annexation to a separate vote of the
28 registered electors of the annexing municipality. ~~If the~~
29 ~~proposed ordinance would cause the total area annexed by a~~
30 ~~municipality pursuant to this section during any one calendar~~
31 ~~year period cumulatively to exceed more than 5 percent of the~~

~~1 total land area of the municipality or cumulatively to exceed~~
~~2 more than 5 percent of the municipal population, the ordinance~~
~~3 shall be submitted to a separate vote of the registered~~
~~4 electors of the annexing municipality and of the area proposed~~
~~5 to be annexed. The referendum on annexation shall be called~~
~~6 and conducted and the expense thereof paid by the governing~~
~~7 body of the annexing municipality.~~

8 (a) The referendum on annexation shall be held at the
 9 next regularly scheduled election following the final adoption
 10 of the ordinance of annexation by the governing body of the
 11 annexing municipality or at a special election called for the
 12 purpose of holding the referendum. However, the referendum,
 13 whether held at a regularly scheduled election or at a special
 14 election, shall not be held sooner than 30 days following the
 15 final adoption of the ordinance by the governing body of the
 16 annexing municipality.

17 (b) The governing body of the annexing municipality
 18 shall publish notice of the referendum on annexation at least
 19 once each week for 2 consecutive weeks immediately preceding
 20 the date of the referendum in a newspaper of general
 21 circulation in the area in which the referendum is to be held.
 22 The notice shall give the ordinance number, the time and
 23 places for the referendum, and a brief, general description of
 24 the area proposed to be annexed. The description shall
 25 include a map clearly showing the area and a statement that
 26 the complete legal description by metes and bounds and the
 27 ordinance can be obtained from the office of the city clerk.

28 (c) On the day of the referendum on annexation there
 29 shall be prominently displayed at each polling place a copy of
 30 the ordinance of annexation and a description of the property
 31

1 proposed to be annexed. The description shall be by metes and
 2 bounds and shall include a map clearly showing such area.

3 (d) Ballots or mechanical voting devices used in the
 4 referendum on annexation shall offer the choice "For
 5 annexation of property described in ordinance number of
 6 the City of" and "Against annexation of property
 7 described in ordinance number of the City of" in
 8 that order.

9 (e) If the referendum is held only in the area
 10 proposed to be annexed and receives a majority vote, or if the
 11 ordinance is submitted to a separate vote of the registered
 12 electors of the annexing municipality and the area proposed to
 13 be annexed and there is a separate majority vote for
 14 annexation in the annexing municipality and in the area
 15 proposed to be annexed, the ordinance of annexation shall
 16 become effective on the effective date specified therein. If
 17 there is any majority vote against annexation, the ordinance
 18 shall not become effective, and the area proposed to be
 19 annexed shall not be the subject of an annexation ordinance by
 20 the annexing municipality for a period of 2 years from the
 21 date of the referendum on annexation.

22 (3) Any parcel of land which is owned by one
 23 individual, corporation, or legal entity, or owned
 24 collectively by one or more individuals, corporations, or
 25 legal entities, proposed to be annexed under the provisions of
 26 this act shall not be severed, separated, divided, or
 27 partitioned by the provisions of said ordinance, but shall, if
 28 intended to be annexed, or if annexed, under the provisions of
 29 this act, be annexed in its entirety and as a whole. However,
 30 nothing herein contained shall be construed as affecting the
 31 validity or enforceability of any ordinance declaring an

1 intention to annex land under the existing law that has been
2 enacted by a municipality prior to July 1, 1975. The owner of
3 such property may waive the requirements of this subsection if
4 such owner does not desire all of the tract or parcel included
5 in said annexation.

6 (4) Except as otherwise provided in this law, the
7 annexation procedure as set forth in this section shall
8 constitute a uniform method for the adoption of an ordinance
9 of annexation by the governing body of any municipality in
10 this state, and all existing provisions of special laws which
11 establish municipal annexation procedures are repealed hereby;
12 except that any provision or provisions of special law or laws
13 which prohibit annexation of territory that is separated from
14 the annexing municipality by a body of water or watercourse
15 shall not be repealed.

16 (5) If more than 70 percent of the land in an area
17 proposed to be annexed is owned by individuals, corporations,
18 or legal entities which are not registered electors of such
19 area, such area shall not be annexed unless the owners of more
20 than 50 percent of the land in such area consent to such
21 annexation. Such consent shall be obtained by the parties
22 proposing the annexation prior to the referendum to be held on
23 the annexation.

24 (6) Notwithstanding subsections (1) and (2), if the
25 area proposed to be annexed does not have any registered
26 electors on the date the ordinance is finally adopted, a vote
27 of electors of the area proposed to be annexed is not
28 required. In addition to the requirements of subsection (5),
29 the area may not be annexed unless the owners of more than 50
30 percent of the parcels of land in the area proposed to be
31 annexed consent to the annexation. If the governing body does

1 not choose to hold a referendum of the annexing municipality
2 ~~is not required as well~~ pursuant to subsection (2), then the
3 property owner consents required pursuant to subsection (5)
4 shall be obtained by the parties proposing the annexation
5 prior to the final adoption of the ordinance, and the
6 annexation ordinance shall be effective upon becoming a law or
7 as otherwise provided in the ordinance.

8 Section 13. Efficiency and accountability in local
9 government services.--

10 (1) The intent of this section is to provide and
11 encourage a process that will:

12 (a) Allow municipalities and counties to resolve
13 conflicts among local jurisdictions regarding the delivery and
14 financing of local services.

15 (b) Increase local government efficiency and
16 accountability.

17 (c) Provide greater flexibility in the use of local
18 revenue sources for local governments involved in the process.

19 (2) Any county or combination of counties, and the
20 municipalities therein, may use the procedures provided by
21 this section to develop and adopt a plan to improve the
22 efficiency, accountability, and coordination of the delivery
23 of local government services. The development of such a plan
24 may be initiated by a resolution adopted by a majority vote of
25 the governing body of each of the counties involved, by
26 resolutions adopted by a majority vote of the governing bodies
27 of a majority of the municipalities within each county, or by
28 resolutions adopted by a majority vote of the governing bodies
29 of the municipality or combination of municipalities
30 representing a majority of the municipal population of each
31 county. The resolution shall create a commission which will be

1 responsible for developing the plan. The resolution shall
 2 specify the composition of the commission, which shall include
 3 representatives of county and municipal governments, of any
 4 affected special districts, and of any other relevant local
 5 government entities or agencies. The resolution must include
 6 a proposed timetable for development of the plan and must
 7 specify the local government support and personnel services
 8 that will be made available to the representatives developing
 9 the plan.

10 (3) Upon adoption of a resolution or resolutions as
 11 provided in subsection (2), the designated representatives
 12 shall develop a plan for delivery of local government
 13 services. The plan must:

14 (a) Designate the areawide and local government
 15 services that are the subject of the plan.

16 (b) Describe the existing organization of such
 17 services and the means of financing the services, and create a
 18 reorganization of such services and the financing thereof that
 19 will meet the goals of this section.

20 (c) Designate the local agency that should be
 21 responsible for the delivery of each service.

22 (d) Designate those services that should be delivered
 23 regionally or countywide. No provision of the plan shall
 24 operate to restrict the power of a municipality to finance and
 25 deliver services in addition to, or at a higher level than,
 26 the services designated for regional or countywide delivery
 27 under this paragraph.

28 (e) Provide means to reduce the cost of providing
 29 local services and enhance the accountability of service
 30 providers.

31

1 (f) Include a multiyear capital outlay plan for
 2 infrastructure.
 3 (g) Specifically describe any expansion of municipal
 4 boundaries that would further the goals of this section. Any
 5 area proposed to be annexed must meet the standards for
 6 annexation provided in chapter 171, Florida Statutes. The plan
 7 shall not contain any provision for contraction of municipal
 8 boundaries or elimination of any municipality.

9 (h) Provide specific procedures for modification or
 10 termination of the plan.

11 (i) Specify any special act modifications which must
 12 be made to effectuate the plan.

13 (j) Specify the effective date of the plan.

14 (4) (a) A plan developed pursuant to this section must
 15 conform to all comprehensive plans that have been found to be
 16 in compliance under part II of chapter 163, Florida Statutes,
 17 for the local governments participating in the plan.

18 (b) No provision of a plan developed pursuant to this
 19 section shall restrict the authority of any state or regional
 20 governmental agency to perform any duty required to be
 21 performed by that agency by law.

22 (5) (a) A plan developed pursuant to this section must
 23 be approved by a majority vote of the governing body of each
 24 county involved in the plan, and by a majority vote of the
 25 governing bodies of a majority of municipalities in each
 26 county, and by a majority vote of the governing bodies of the
 27 municipality or municipalities that represent a majority of
 28 the municipal population of each county.

29 (b) After approval by the county and municipal
 30 governing bodies as required by paragraph (a), the plan shall
 31 be submitted for referendum approval in a countywide election

20.
FYI

98-488

ENROLLED

1998 Legislature

HB 3859, First Engrossed

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An act relating to Lee County and the City of Fort Myers; providing for the annexation of the enclaves known as "Dunbar" and "Belle Vue" by interlocal agreement between the city and county, subject to approval by referendum; providing for procedures for adoption of the agreement and for a referendum; providing for authority for assumption of municipal service duties and transfer of infrastructure; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The City of Fort Myers and Lee County are authorized to enter into an interlocal agreement subject to referendum approval for the orderly municipal annexation of the following further described areas located within a 1-mile radius of the City of Fort Myers city limits:

(1) The unincorporated enclave commonly known as "Dunbar"; and

(2) The unincorporated enclave considered to be another portion of the Dunbar enclave, but commonly known as "Belle Vue."

Section 2. The areas proposed to be annexed are described as follows:

(1) The "Dunbar" enclave includes the following described lands located south of S.R. 82:

Tracts or parcels of land lying in Sections 17, 19, 20, 29 and 30, Township 44 South, Range 25

1 East, Lee County, Florida which tracts or
2 parcels are described as follows:

3
4 SECTION 17

5 All of George D. Williams Subdivision as
6 recorded in Plat Book 4 at Page 1 of the Lee
7 County Records

8 LESS AND EXCEPT:

9 Lots 19, 24, 25 and 26

10 AND

11 Lot 29 and the West 115 feet of Lot 30 of
12 Sunnyside Farms Subdivision as recorded in Plat
13 Book 3 at Page 72 of the Lee County Records

14 AND

15 Lot 32 and the South 74 feet of Lot 17 of
16 Sunnyside Farms Subdivision as recorded in Plat
17 Book 3 at Page 72 of the Lee County Records

18
19 SECTION 19

20 Beginning at the intersection of the East
21 right-of-way (ROW) line of Ford Street and the
22 South ROW line of Dr. Martin Luther King Jr.
23 Boulevard (State Road No. 82) run East along
24 the South line of said road to the Westerly
25 line of Henderson Avenue; thence run South
26 along said West line to the Westerly
27 prolongation of the South line of Lots 1
28 through 10, Block D of Carver Park; thence run
29 East along said South line to the Southeast
30 corner of Lot 4, Block E said Carver Park as
31 recorded in Plat Book 8 at Page 88 of the Lee

1 County Records; thence run North along the East
2 line of said Lot 4 to the South line of said
3 Martin Luther King Jr. Boulevard; thence run
4 East along said South line to the Northeast
5 corner of Lot 2, Block 1 Kaune's Subdivision as
6 recorded in Plat Book 1 at Page 60 of said
7 public records; thence run South along the East
8 line of said Lot 2 and East line of said Lot
9 25, said Kaune's Subdivision; thence run East
10 along the North line of Conn Avenue to the
11 Southeast corner of Lot 18, Block 1, said
12 Kaune's Subdivision; thence run North to an
13 intersection with the South line of said
14 Boulevard; thence run East along said South
15 line to the East line of Section 19; thence run
16 South along said East line to the South line of
17 Edison Avenue; thence run West along said South
18 line to the East line of Highlands Avenue;
19 thence run South along said East line to the
20 North line of Franklin Street; thence run East
21 along the North line of Franklin Street to an
22 intersection with the East line of Section 19;
23 thence run South along said East line to the
24 South line of Canal Street; thence run West
25 along said South line of Canal Street to the
26 East line of Ford Street; thence run North
27 along said East line to the South line of
28 Franklin Street; thence run East along said
29 South line to the West line of Henderson
30 Avenue; thence run North along said West line
31 to the South line of Edison Avenue; thence run

1 West along said South line to the East line of
2 Ford Street; thence run North along said East
3 line to the Point of Beginning.

4
5 SECTION 20

6 Beginning at the intersection of the South line
7 of Dr. Martin Luther King Jr. Boulevard and the
8 West line of Section 20, Township 44 South,
9 Range 25 East run South to an intersection with
10 the North line of Harlem Lakes Subdivision as
11 recorded in Plat Book 13 at Page 136 of the Lee
12 County Records; thence run East along the North
13 line of Lot 12, Block 1, said Harlem Lakes
14 Subdivision to the Northeasterly corner of said
15 Lot 12; thence run Southeasterly along the
16 Northeasterly line of said Lot 12 to the North
17 line of Fairview Avenue; thence run East along
18 the North line of said Fairview Avenue to the
19 Southeast corner of Lot 5, said Block 1; thence
20 run North along the East line of Lot 5 and
21 Northerly prolongation thereof to an
22 intersection with the South line of Martin
23 Luther King Jr. Boulevard; thence run Easterly
24 along said South line to the Northeast corner
25 of lands described in Official Record Book 2209
26 at Page 4434, said public records, 280 feet
27 Easterly of the East line of Flint Drive;
28 thence run South along the East line of said
29 lands and the Southerly prolongation thereof to
30 the Southeast corner of lands described in
31 Official Record Book 2352 at Page 4744, said

1 public records; thence run West along the South
2 line of said lands to the East line of Flint
3 Drive; thence run South along said East line
4 for 100 feet; thence run East for 280 feet;
5 thence run South for 162 feet; thence run West
6 for 280 feet to the East line of Flint Drive;
7 thence run South along said East line for 100
8 feet; thence run East for 280 feet; thence run
9 South 350 feet to the Southeast corner of lands
10 described in Official Record Book 1150 at Page
11 66, said public records; thence run West for
12 280 feet to the East line of said Flint Drive;
13 thence run South along said East line to the
14 North line of Edison Avenue; thence run West
15 along said North line to an intersection with
16 the West line of said Section 20; thence run
17 North along said West line to the Point of
18 Beginning.

19
20 SECTION 29

21 Lots I through 8, Block 1, Southside Gardens as
22 recorded in Plat Book 3 at Page 18, Lee County,
23 Records

24 AND

25 Lot 1 and the West 220 feet of Lot 2, Block 2
26 and the South 183 feet of the 196 feet of Lot 8
27 all in Block 2,

28 AND

29 Lots 2, 3, 4, 5 and 8, Block 3; Lots 2, 3, 6, 7
30 and 8, Block 4; Lots 3 and 6, Block 5; Lots 2
31 through 8, Block 6; the West half (W-1/2) of

1 Lot 1, Block 8, Lots 2 through 8, Block 10;
2 Lots 5 and 6, Block 11 and Lots 2 and 3, Block
3 12;
4 AND
5 All of Resubdivision of Lot 5, Block E,
6 Southside Gardens as recorded in Plat Book 6 at
7 Page 8, said public records;

8
9 SECTION 30

10 Beginning at the Northeast corner of Section 30
11 run South along said East line to the Southeast
12 corner of said Section 30; thence run West
13 along the South line of said Section to the
14 intersection with the East line of the Seminole
15 Gulf Railroad; thence run North along said East
16 line to an intersection with the North line of
17 Tara Lee Street; thence run Easterly along said
18 North line to the Southwest corner of lands
19 described in Official Record Book 2123 at Page
20 2935, Lee County Records; thence run North
21 along the West line of said lands to the
22 Northwest corner of said lands; thence run
23 Easterly along the North line of said lands and
24 the Easterly prolongation thereof to the East
25 line of Metro Parkway; thence run South along
26 said East line to the Southwest corner of Lot
27 27, East Stadler Farms as recorded in Plat Book
28 5 at Page 6 of the Lee County Records; thence
29 run East along the South line of Lot 27 to the
30 Southeast corner of the West half (W-1/2) of
31 Lot 28, said East Stadler Farms; thence run

1 North along said Seat line to an intersection
2 with the South line of Lot 21, said East
3 Stadler Farms; thence run West along said South
4 line and the Westerly prolongation thereof to
5 the East line of the Seminole Gulf Railway;
6 thence run North along said East line to the
7 South line of Hanson Street; thence run East
8 along said South line to the West line of Work
9 Drive; thence run North along said West line to
10 the South line of the North half (N-1/2) of
11 Lots 13 and 14, East Stadler Farms; thence run
12 West along said South line to the East line of
13 Ford Street; thence run North along said East
14 line to the South line of Lot 4, said East
15 Stadler Farms; thence run East along said South
16 line of Lots 3 and 4, said East Stadler Farms
17 to the West line of Work Drive; thence run
18 North along said West line to an intersection
19 with the Westerly prolongation of the South
20 line of lands described in Official Record Book
21 2359 at Page 2587, said public records; thence
22 run East along the South line of said lands to
23 an intersection with the West line of Highland
24 Circle; thence run North, East and Northerly
25 along the West line of Highland Circle to the
26 Northeast corner of lands described in Official
27 Record Book 2359 at Page 2587, said public
28 records; thence run West along the South line
29 of said lands for 120 feet; thence run North
30 for 100 feet; thence run West to the East line
31 of Work Drive; thence run North along said East

1 line to an intersection with the North line of
2 said Section 30; thence run East along said
3 North line to the Point of Beginning.
4 (2) The "Belle Vue" enclave includes the following
5 described lands located north of S.R. 82:

6
7 Tracts or parcels of lands lying in Sections 8,
8 9, 16 and 17, Township 44 South, Range 25 East,
9 Lee County, Florida which tracts or parcels are
10 described as follows:

11
12 SECTION 8
13 All that part of the Southeast quarter (SE-1/4)
14 of Section 8 lying East of Marsh Avenue and
15 South and West of Arlington Subdivision as
16 recorded in Plat Book 16 at Pages 38 and 39,
17 Lee County Records.
18 All that part of the Southwest quarter (SW-1/4)
19 of Section 8 lying South of Billy's Creek;

20
21 SECTION 9
22 All of Lots 21, 24, 25 and 28 of N.S. Blunt's
23 Five Acre Farms as recorded in Plat Book 4 at
24 Page 66 of the Lee County Records lying South
25 of Billy's Creek
26 AND
27 All of Sherwood Forest Subdivision as recorded
28 in Plat Book 10 at Page 35 of said public
29 records.

30
31 SECTION 16

1 All of Green Acres Subdivision as recorded in
2 Plat Book 5 at Page 72 of the Lee County
3 Records
4 AND
5 The North half (N-1/2) of the Southwest quarter
6 (SW-1/4) of the Northeast quarter (NE-1/4) of
7 said Section 16;
8 AND
9 The West half (W-1/2) of the Southwest quarter
10 (SW-1/4) of the Southwest quarter (SW-1/4) of
11 the Northeast quarter (NE-1/4) of said Section
12 16;
13 AND
14 The North half (N-1/2) of the Northeast quarter
15 (NE-1/4) of the Northwest quarter (NW-1/4) of
16 the Southeast quarter (SE-1/4) of said Section
17 16.
18
19 SECTION 17
20 All of the North half (N 1/2) of said Section
21 17.
22 LESS AND EXCEPT:
23 East Palm Subdivision as recorded in Plat Book
24 29 at Page 95 of the Lee County Records.
25
26 LESS AND EXCEPT:
27 The West 410 feet of the North 360 feet of the
28 West half (W-1/2) of the Northeast quarter
29 (NE-1/4) of the Northeast quarter (NE-1/4)
30 LESS
31 The West 30 feet.

1
2 Section 3. The interlocal agreement for the proposed
3 annexation of the Dunbar and Belle Vue enclaves as developed
4 by the City of Fort Myers and Lee County shall be filed with
5 the clerk of the city and the clerk of the courts for the
6 county, and a duly advertised public hearing shall be held by
7 both the city and the county respectively, prior to the
8 adoption of the interlocal agreement by the city council and
9 the county commission. No changes to the terms and conditions
10 of the interlocal agreement may be made by either the city or
11 the county once filed with the respective clerks prior to the
12 public hearings for consideration of the adoption of the
13 interlocal agreement.

14 Section 4. (1) Subsequent to the adoption of the
15 interlocal agreement between the city and the county, and
16 prior to the implementation of the proposed annexation by the
17 city of the described "Dunbar" and "Belle Vue" enclaves, a
18 referendum shall be held by the city in the City of Fort Myers
19 and within the proposed, described enclave areas to be annexed
20 for the ratification and approval of the interlocal agreement
21 by the registered electorates therein.

22 (2) The interlocal agreement shall be presented
23 separately to the registered voters residing within the city
24 and the registered voters residing within the proposed annexed
25 areas as further described in section 2 of this act. The
26 procedures for conducting the referendum shall be pursuant to
27 the requirements as set out at s. 171.0413(2), Florida
28 Statutes. Upon a majority vote, of the votes cast, in favor of
29 the interlocal agreement by the registered electors of the
30 City of Fort Myers and a majority of the votes cast by the
31 combined registered electors residing in both the "Dunbar" and

1 "Belle Vue" areas, the interlocal agreement shall be deemed to
2 be ratified and approved, and shall become effective as
3 provided for in the interlocal agreement, but otherwise for
4 not more than 1 year following the referendum. The referendum
5 for ratification and approval of the interlocal agreement for
6 annexation may be conducted by the city at any regular
7 election following the adoption of the interlocal agreement by
8 the city and the county.

9 Section 5. (1) For the areas subsequently annexed by
10 the city by interlocal agreement, the city shall assume all of
11 the municipal service duties of Lee County pursuant to the
12 terms and conditions of the approved interlocal agreement.

13 (2) The transfer from the county to the city of county
14 municipal service infrastructure located within the annexed
15 areas shall be pursuant to the terms and conditions of the
16 approved interlocal agreement.

17 Section 6. This act shall take effect upon becoming a
18 law.

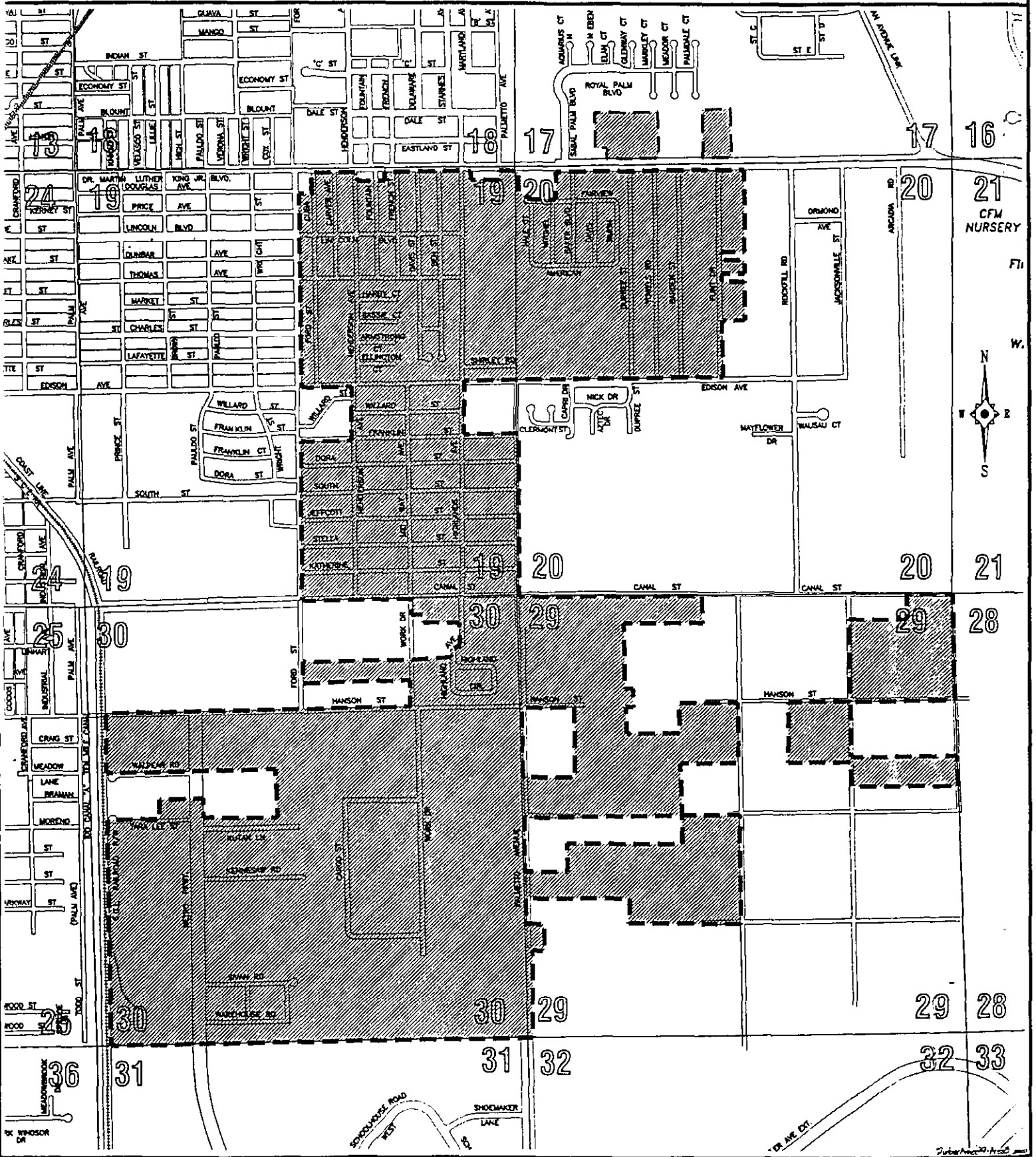
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PROPOSED ANNEXATION AREA



Dunbar Area

Sections 17, 19, 20, 29 & 30, T.44 S., R.25 E.
Lee County, Florida

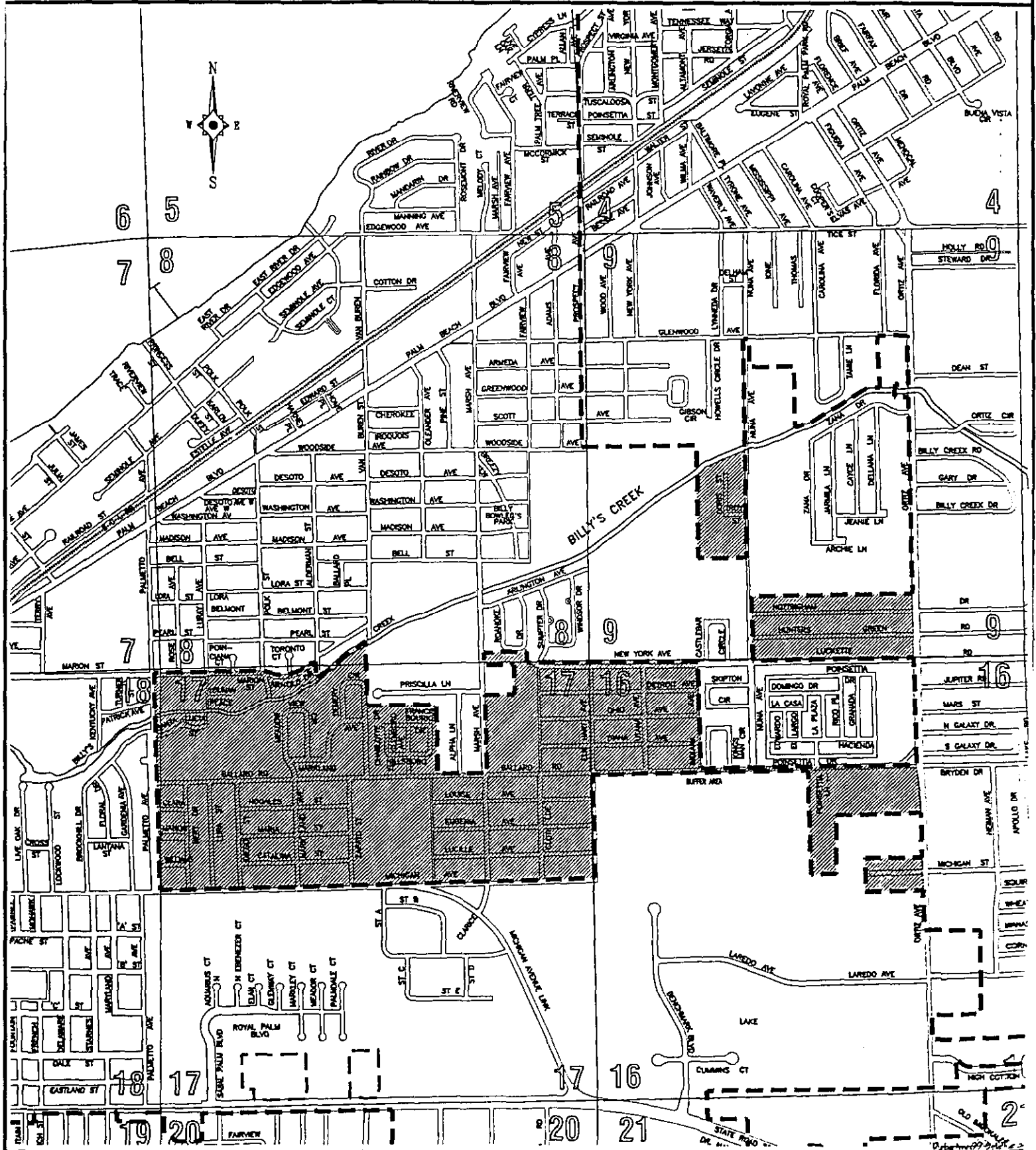


PROPOSED ANNEXATION AREA



-Belle Vue Area

Sections 8, 9, 16 & 17, T.44 S., R.25 E.
Lee County, Florida

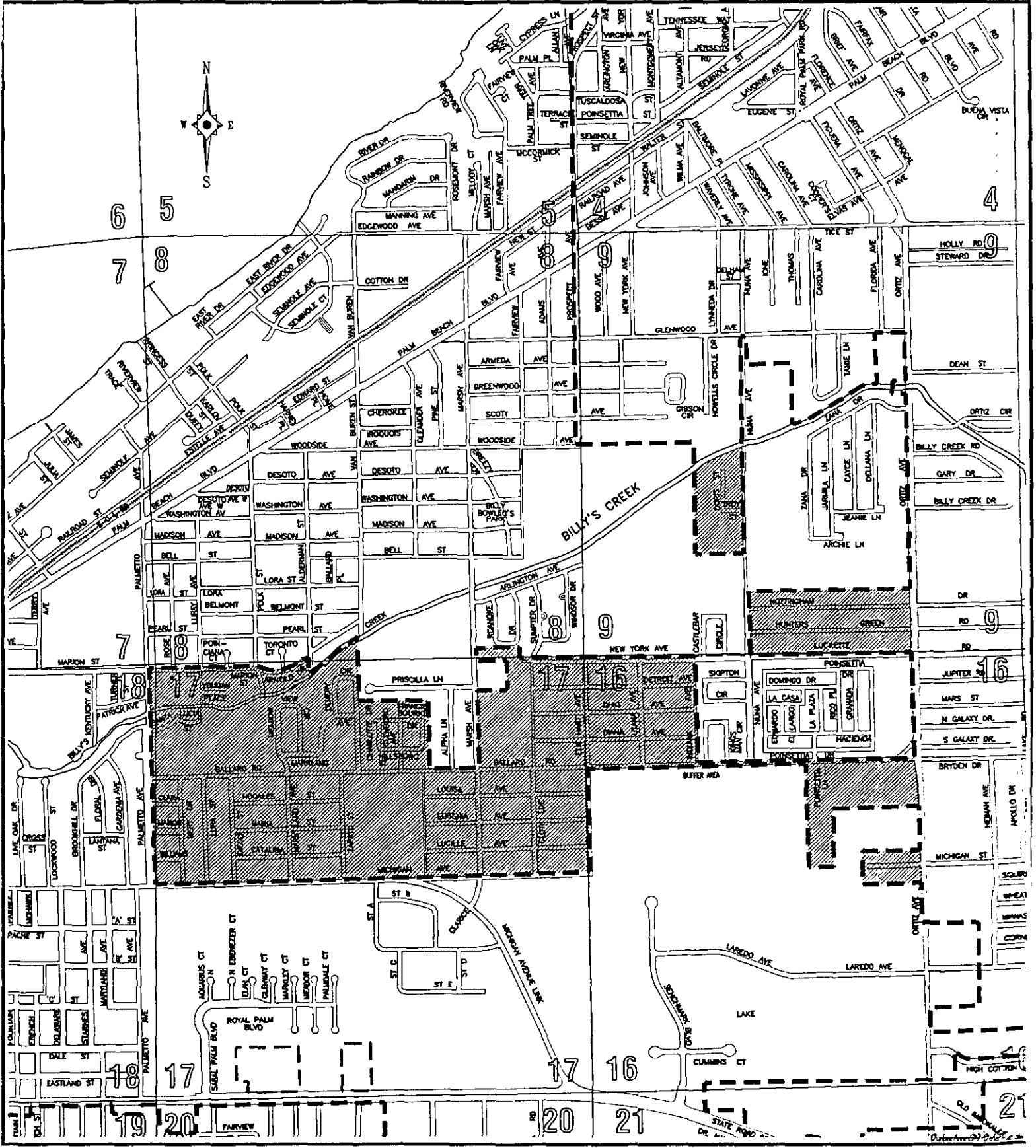


PROPOSED ANNEXATION AREA



-Belle Vue Area

Sections 8, 9, 16 & 17, T.44 S., R.25 E.
Lee County, Florida



DO.
FYI

98-488

ENROLLED

1998 Legislature

HB 3859, First Engrossed

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An act relating to Lee County and the City of Fort Myers; providing for the annexation of the enclaves known as "Dunbar" and "Belle Vue" by interlocal agreement between the city and county, subject to approval by referendum; providing for procedures for adoption of the agreement and for a referendum; providing for authority for assumption of municipal service duties and transfer of infrastructure; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The City of Fort Myers and Lee County are authorized to enter into an interlocal agreement subject to referendum approval for the orderly municipal annexation of the following further described areas located within a 1-mile radius of the City of Fort Myers city limits:

(1) The unincorporated enclave commonly known as "Dunbar"; and

(2) The unincorporated enclave considered to be another portion of the Dunbar enclave, but commonly known as "Belle Vue."

Section 2. The areas proposed to be annexed are described as follows:

(1) The "Dunbar" enclave includes the following described lands located south of S.R. 82:

Tracts or parcels of land lying in Sections 17, 19, 20, 29 and 30, Township 44 South, Range 25

1 East, Lee County, Florida which tracts or
2 parcels are described as follows:

3
4 SECTION 17

5 All of George D. Williams Subdivision as
6 recorded in Plat Book 4 at Page 1 of the Lee
7 County Records

8 LESS AND EXCEPT:

9 Lots 19, 24, 25 and 26

10 AND

11 Lot 29 and the West 115 feet of Lot 30 of
12 Sunnyside Farms Subdivision as recorded in Plat
13 Book 3 at Page 72 of the Lee County Records

14 AND

15 Lot 32 and the South 74 feet of Lot 17 of
16 Sunnyside Farms Subdivision as recorded in Plat
17 Book 3 at Page 72 of the Lee County Records

18
19 SECTION 19

20 Beginning at the intersection of the East
21 right-of-way (ROW) line of Ford Street and the
22 South ROW line of Dr. Martin Luther King Jr.
23 Boulevard (State Road No. 82) run East along
24 the South line of said road to the Westerly
25 line of Henderson Avenue; thence run South
26 along said West line to the Westerly
27 prolongation of the South line of Lots 1
28 through 10, Block D of Carver Park; thence run
29 East along said South line to the Southeast
30 corner of Lot 4, Block E said Carver Park as
31 recorded in Plat Book 8 at Page 88 of the Lee

1 County Records; thence run North along the East
2 line of said Lot 4 to the South line of said
3 Martin Luther King Jr. Boulevard; thence run
4 East along said South line to the Northeast
5 corner of Lot 2, Block 1 Kaune's Subdivision as
6 recorded in Plat Book 1 at Page 60 of said
7 public records; thence run South along the East
8 line of said Lot 2 and East line of said Lot
9 25, said Kaune's Subdivision; thence run East
10 along the North line of Conn Avenue to the
11 Southeast corner of Lot 18, Block 1, said
12 Kaune's Subdivision; thence run North to an
13 intersection with the South line of said
14 Boulevard; thence run East along said South
15 line to the East line of Section 19; thence run
16 South along said East line to the South line of
17 Edison Avenue; thence run West along said South
18 line to the East line of Highlands Avenue;
19 thence run South along said East line to the
20 North line of Franklin Street; thence run East
21 along the North line of Franklin Street to an
22 intersection with the East line of Section 19;
23 thence run South along said East line to the
24 South line of Canal Street; thence run West
25 along said South line of Canal Street to the
26 East line of Ford Street; thence run North
27 along said East line to the South line of
28 Franklin Street; thence run East along said
29 South line to the West line of Henderson
30 Avenue; thence run North along said West line
31 to the South line of Edison Avenue; thence run

1 West along said South line to the East line of
2 Ford Street; thence run North along said East
3 line to the Point of Beginning.
4

5 SECTION 20

6 Beginning at the intersection of the South line
7 of Dr. Martin Luther King Jr. Boulevard and the
8 West line of Section 20, Township 44 South,
9 Range 25 East run South to an intersection with
10 the North line of Harlem Lakes Subdivision as
11 recorded in Plat Book 13 at Page 136 of the Lee
12 County Records; thence run East along the North
13 line of Lot 12, Block 1, said Harlem Lakes
14 Subdivision to the Northeasterly corner of said
15 Lot 12; thence run Southeasterly along the
16 Northeasterly line of said Lot 12 to the North
17 line of Fairview Avenue; thence run East along
18 the North line of said Fairview Avenue to the
19 Southeast corner of Lot 5, said Block 1; thence
20 run North along the East line of Lot 5 and
21 Northerly prolongation thereof to an
22 intersection with the South line of Martin
23 Luther King Jr. Boulevard; thence run Easterly
24 along said South line to the Northeast corner
25 of lands described in Official Record Book 2209
26 at Page 4434, said public records, 280 feet
27 Easterly of the East line of Flint Drive;
28 thence run South along the East line of said
29 lands and the Southerly prolongation thereof to
30 the Southeast corner of lands described in
31 Official Record Book 2352 at Page 4744, said

1 public records; thence run West along the South
2 line of said lands to the East line of Flint
3 Drive; thence run South along said East line
4 for 100 feet; thence run East for 280 feet;
5 thence run South for 162 feet; thence run West
6 for 280 feet to the East line of Flint Drive;
7 thence run South along said East line for 100
8 feet; thence run East for 280 feet; thence run
9 South 350 feet to the Southeast corner of lands
10 described in Official Record Book 1150 at Page
11 66, said public records; thence run West for
12 280 feet to the East line of said Flint Drive;
13 thence run South along said East line to the
14 North line of Edison Avenue; thence run West
15 along said North line to an intersection with
16 the West line of said Section 20; thence run
17 North along said West line to the Point of
18 Beginning.

19
20 SECTION 29
21 Lots 1 through 8, Block 1, Southside Gardens as
22 recorded in Plat Book 3 at Page 18, Lee County,
23 Records
24 AND
25 Lot 1 and the West 220 feet of Lot 2, Block 2
26 and the South 183 feet of the 196 feet of Lot 8
27 all in Block 2,
28 AND
29 Lots 2, 3, 4, 5 and 8, Block 3; Lots 2, 3, 6, 7
30 and 8, Block 4; Lots 3 and 6, Block 5; Lots 2
31 through 8, Block 6; the West half (W-1/2) of

1 Lot 1, Block 8, Lots 2 through 8, Block 10;
2 Lots 5 and 6, Block 11 and Lots 2 and 3, Block
3 12;
4 AND
5 All of Resubdivision of Lot 5, Block E,
6 Southside Gardens as recorded in Plat Book 6 at
7 Page 8, said public records;

8
9 SECTION 30

10 Beginning at the Northeast corner of Section 30
11 run South along said East line to the Southeast
12 corner of said Section 30; thence run West
13 along the South line of said Section to the
14 intersection with the East line of the Seminole
15 Gulf Railroad; thence run North along said East
16 line to an intersection with the North line of
17 Tara Lee Street; thence run Easterly along said
18 North line to the Southwest corner of lands
19 described in Official Record Book 2123 at Page
20 2935, Lee County Records; thence run North
21 along the West line of said lands to the
22 Northwest corner of said lands; thence run
23 Easterly along the North line of said lands and
24 the Easterly prolongation thereof to the East
25 line of Metro Parkway; thence run South along
26 said East line to the Southwest corner of Lot
27 27, East Stadler Farms as recorded in Plat Book
28 5 at Page 6 of the Lee County Records; thence
29 run East along the South line of Lot 27 to the
30 Southeast corner of the West half (W-1/2) of
31 Lot 28, said East Stadler Farms; thence run

1 North along said Seat line to an intersection
2 with the South line of Lot 21, said East
3 Stadler Farms; thence run West along said South
4 line and the Westerly prolongation thereof to
5 the East line of the Seminole Gulf Railway;
6 thence run North along said East line to the
7 South line of Hanson Street; thence run East
8 along said South line to the West line of Work
9 Drive; thence run North along said West line to
10 the South line of the North half (N-1/2) of
11 Lots 13 and 14, East Stadler Farms; thence run
12 West along said South line to the East line of
13 Ford Street; thence run North along said East
14 line to the South line of Lot 4, said East
15 Stadler Farms; thence run East along said South
16 line of Lots 3 and 4, said East Stadler Farms
17 to the West line of Work Drive; thence run
18 North along said West line to an intersection
19 with the Westerly prolongation of the South
20 line of lands described in Official Record Book
21 2359 at Page 2587, said public records; thence
22 run East along the South line of said lands to
23 an intersection with the West line of Highland
24 Circle; thence run North, East and Northerly
25 along the West line of Highland Circle to the
26 Northeast corner of lands described in Official
27 Record Book 2359 at Page 2587, said public
28 records; thence run West along the South line
29 of said lands for 120 feet; thence run North
30 for 100 feet; thence run West to the East line
31 of Work Drive; thence run North along said East

1 line to an intersection with the North line of
2 said Section 30; thence run East along said
3 North line to the Point of Beginning.

4 (2) The "Belle Vue" enclave includes the following
5 described lands located north of S.R. 82:

6
7 Tracts or parcels of lands lying in Sections 8,
8 9, 16 and 17, Township 44 South, Range 25 East,
9 Lee County, Florida which tracts or parcels are
10 described as follows:

11
12 SECTION 8

13 All that part of the Southeast quarter (SE-1/4)
14 of Section 8 lying East of Marsh Avenue and
15 South and West of Arlington Subdivision as
16 recorded in Plat Book 16 at Pages 38 and 39,
17 Lee County Records.

18 All that part of the Southwest quarter (SW-1/4)
19 of Section 8 lying South of Billy's Creek;

20
21 SECTION 9

22 All of Lots 21, 24, 25 and 28 of N.S. Blunt's
23 Five Acre Farms as recorded in Plat Book 4 at
24 Page 66 of the Lee County Records lying South
25 of Billy's Creek

26 AND

27 All of Sherwood Forest Subdivision as recorded
28 in Plat Book 10 at Page 35 of said public
29 records.

30
31 SECTION 16

1 All of Green Acres Subdivision as recorded in
2 Plat Book 5 at Page 72 of the Lee County
3 Records
4 AND
5 The North half (N-1/2) of the Southwest quarter
6 (SW-1/4) of the Northeast quarter (NE-1/4) of
7 said Section 16;
8 AND
9 The West half (W-1/2) of the Southwest quarter
10 (SW-1/4) of the Southwest quarter (SW-1/4) of
11 the Northeast quarter (NE-1/4) of said Section
12 16;
13 AND
14 The North half (N-1/2) of the Northeast quarter
15 (NE-1/4) of the Northwest quarter (NW-1/4) of
16 the Southeast quarter (SE-1/4) of said Section
17 16.
18
19 SECTION 17
20 All of the North half (N 1/2) of said Section
21 17.
22 LESS AND EXCEPT:
23 East Palm Subdivision as recorded in Plat Book
24 29 at Page 95 of the Lee County Records.
25
26 LESS AND EXCEPT:
27 The West 410 feet of the North 360 feet of the
28 West half (W-1/2) of the Northeast quarter
29 (NE-1/4) of the Northeast quarter (NE-1/4)
30 LESS
31 The West 30 feet.

1
2 Section 3. The interlocal agreement for the proposed
3 annexation of the Dunbar and Belle Vue enclaves as developed
4 by the City of Fort Myers and Lee County shall be filed with
5 the clerk of the city and the clerk of the courts for the
6 county, and a duly advertised public hearing shall be held by
7 both the city and the county respectively, prior to the
8 adoption of the interlocal agreement by the city council and
9 the county commission. No changes to the terms and conditions
10 of the interlocal agreement may be made by either the city or
11 the county once filed with the respective clerks prior to the
12 public hearings for consideration of the adoption of the
13 interlocal agreement.

14 Section 4. (1) Subsequent to the adoption of the
15 interlocal agreement between the city and the county, and
16 prior to the implementation of the proposed annexation by the
17 city of the described "Dunbar" and "Belle Vue" enclaves, a
18 referendum shall be held by the city in the City of Fort Myers
19 and within the proposed, described enclave areas to be annexed
20 for the ratification and approval of the interlocal agreement
21 by the registered electorates therein.

22 (2) The interlocal agreement shall be presented
23 separately to the registered voters residing within the city
24 and the registered voters residing within the proposed annexed
25 areas as further described in section 2 of this act. The
26 procedures for conducting the referendum shall be pursuant to
27 the requirements as set out at s. 171.0413(2), Florida
28 Statutes. Upon a majority vote, of the votes cast, in favor of
29 the interlocal agreement by the registered electors of the
30 City of Fort Myers and a majority of the votes cast by the
31 combined registered electors residing in both the "Dunbar" and

1 "Belle Vue" areas, the interlocal agreement shall be deemed to
2 be ratified and approved, and shall become effective as
3 provided for in the interlocal agreement, but otherwise for
4 not more than 1 year following the referendum. The referendum
5 for ratification and approval of the interlocal agreement for
6 annexation may be conducted by the city at any regular
7 election following the adoption of the interlocal agreement by
8 the city and the county.

9 Section 5. (1) For the areas subsequently annexed by
10 the city by interlocal agreement, the city shall assume all of
11 the municipal service duties of Lee County pursuant to the
12 terms and conditions of the approved interlocal agreement.

13 (2) The transfer from the county to the city of county
14 municipal service infrastructure located within the annexed
15 areas shall be pursuant to the terms and conditions of the
16 approved interlocal agreement.

17 Section 6. This act shall take effect upon becoming a
18 law.

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DUNBAR ANNEXATION COMMITTEE
SCHEDULE OF MEETINGS AND PRESENTATIONS BY SUBCOMMITTEES

August 13, 1999	Public Safety - Police
September 10, 1999	Public Safety – Fire
October 8, 1999	Code Enforcement –
November 12, 1999	Lots and Land Cleanup
January 14, 2000	Utility Upgrades
February 11, 2000	Roads/Pavement/Curb
February 25, 2000	Drainage
March 10, 2000	Lighting/Sidewalks
	Housing
March 24, 2000	Solid Waste
	Parks and Recreation
April 14, 2000	Interlocal Draft Available with each service identified
April 28, 2000	Interlocal comments back from each service provider
May 12, 2000	<i>Interlocal Draft Available with comments incorporated</i>
May 26, 2000	Identify any conflicts/discrepancies by each jurisdiction

PROPOSED ANNEXATION AREA



Dunbar Area

Sections 17, 19, 20, 29 & 30, T.44 S., R.25 E.
Lee County, Florida

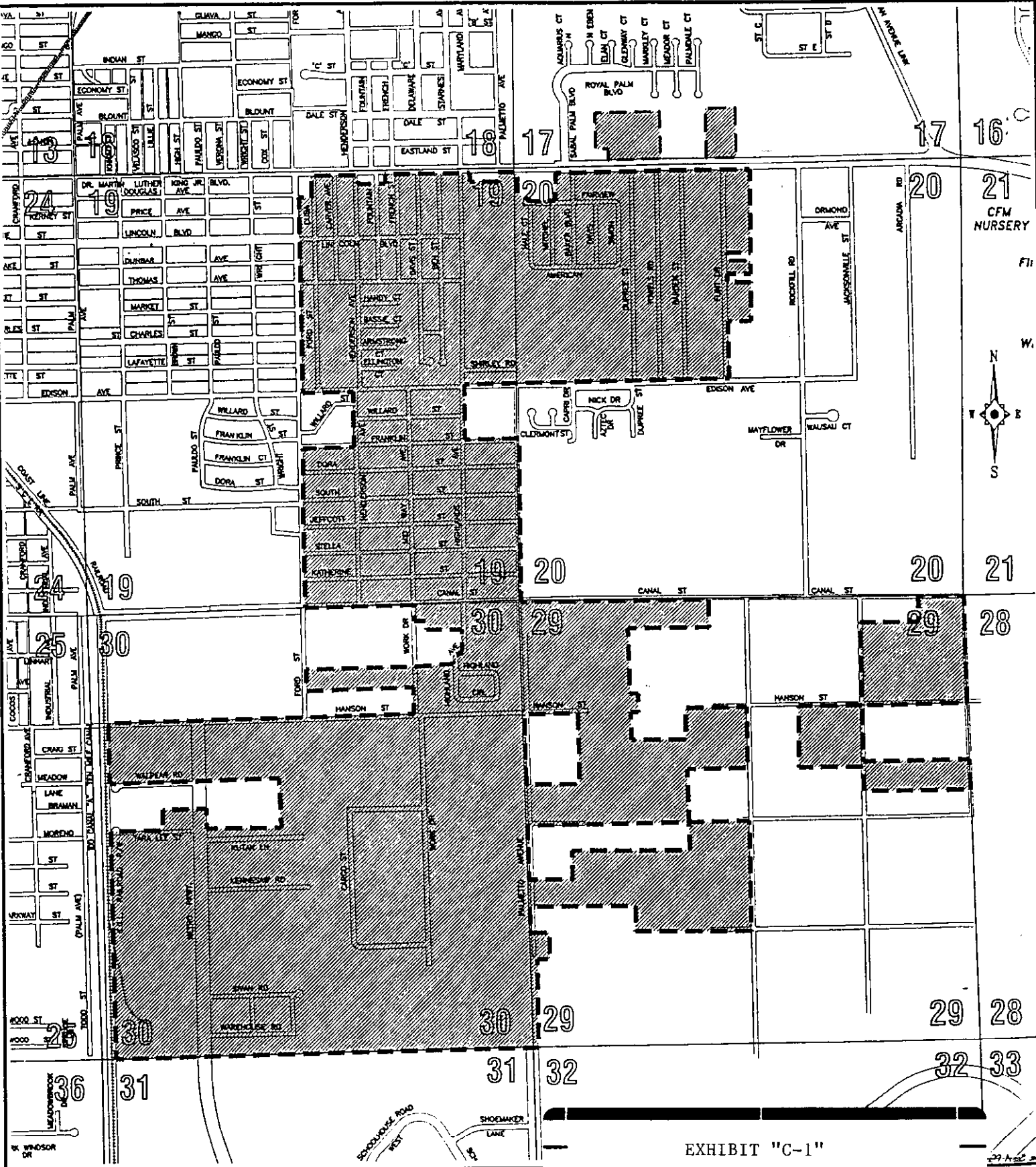


EXHIBIT "C-1"

27-1-2008

PROPOSED ANNEXATION AREA



Belle Vue Area

Sections 8, 9, 16 & 17, T.44 S., R.25 E.
Lee County, Florida

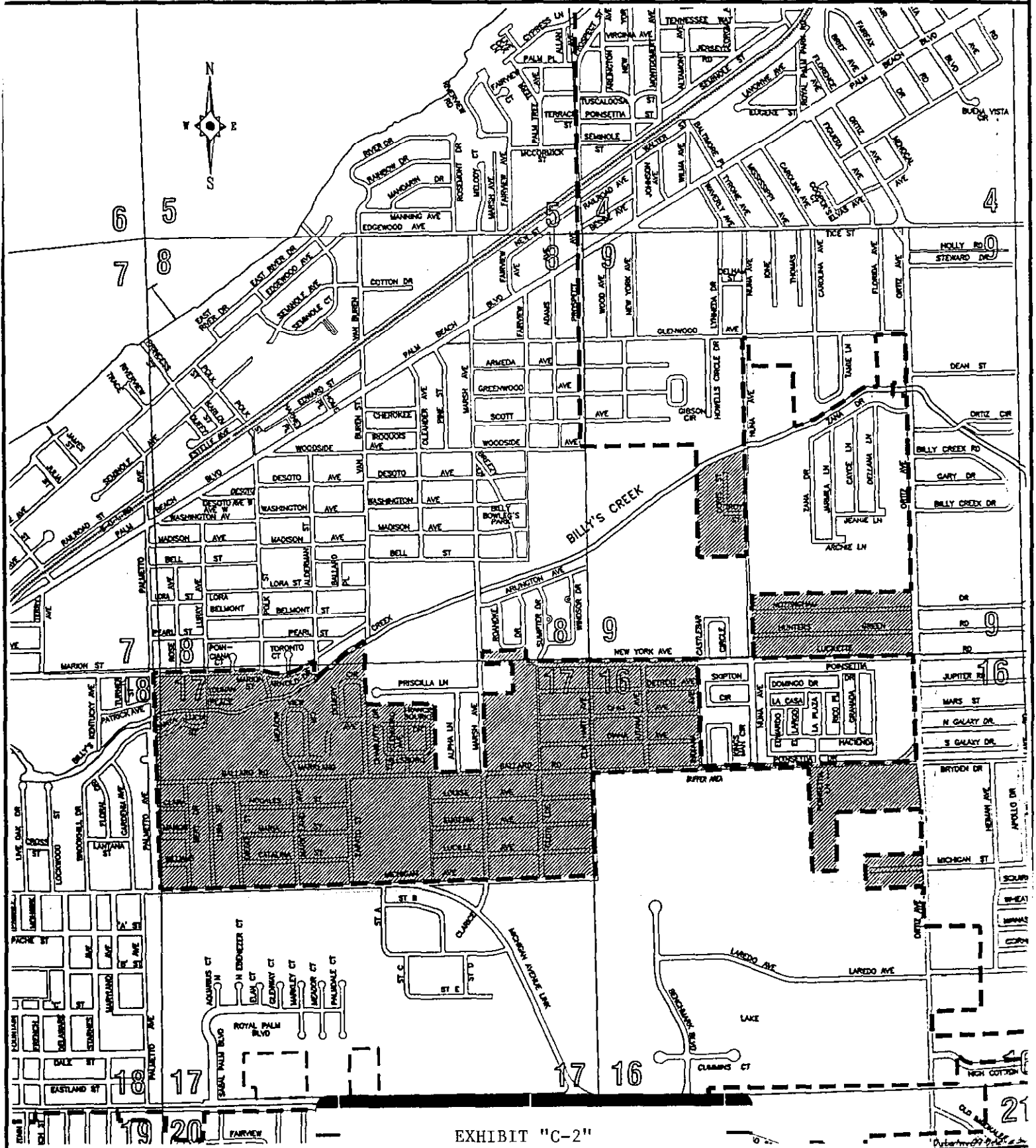


EXHIBIT "C-2"

Date: 11-09-94

PROPOSED ANNEXATION AREA



Dunbar Area

Sections 17, 19, 20, 29 & 30, T.44 S., R.25 E.
Lee County, Florida

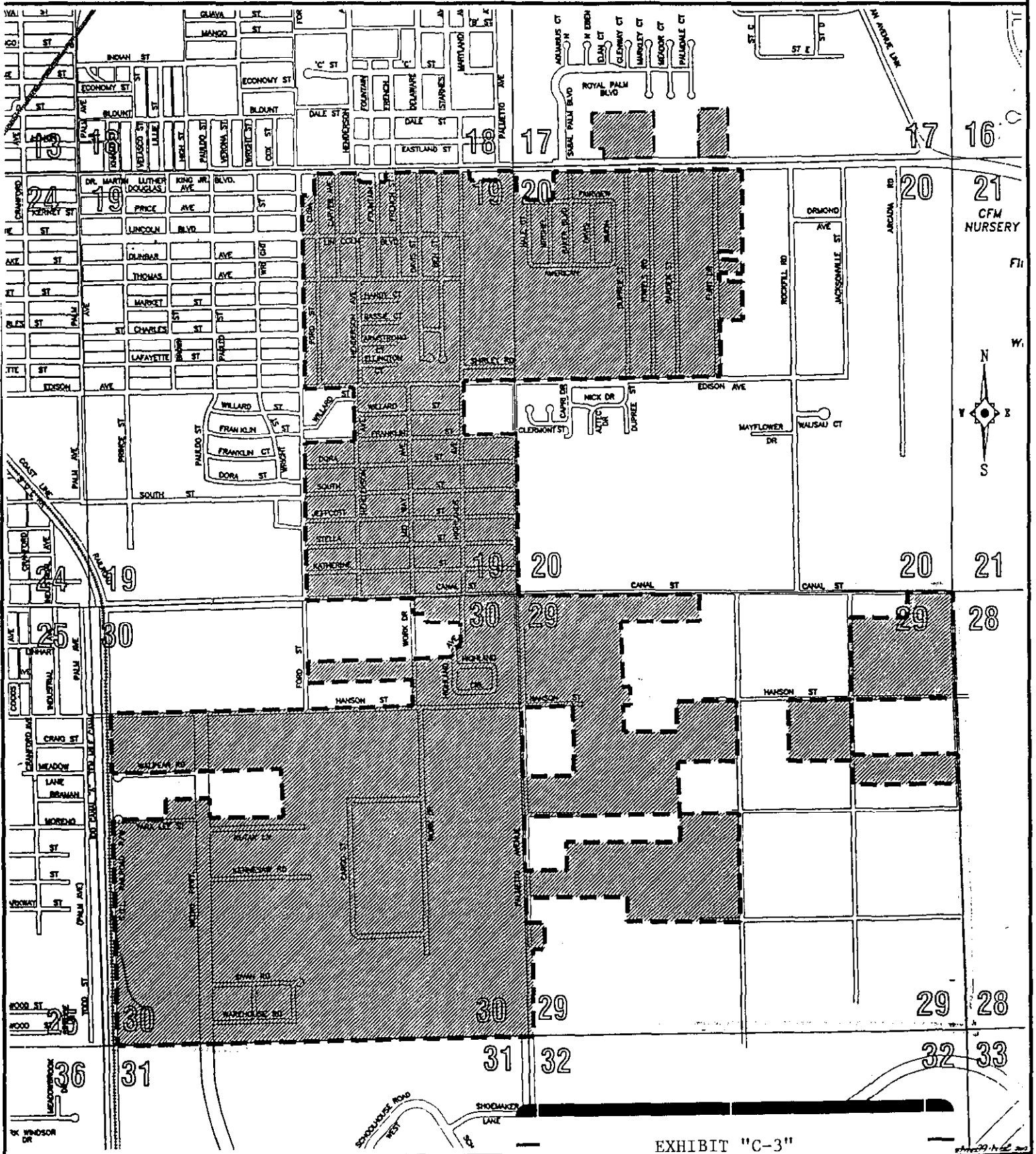


EXHIBIT "C-3"

BELLE VUE AND DUNBAR ANNEXATION PHASE 2 - WASTEWATER SYSTEM BELLE VUE AREA

LEGEND

- LIFT STATION
- GRAVITY SEWER
- FORCE MAIN
- ANNEX AREA LIMITS

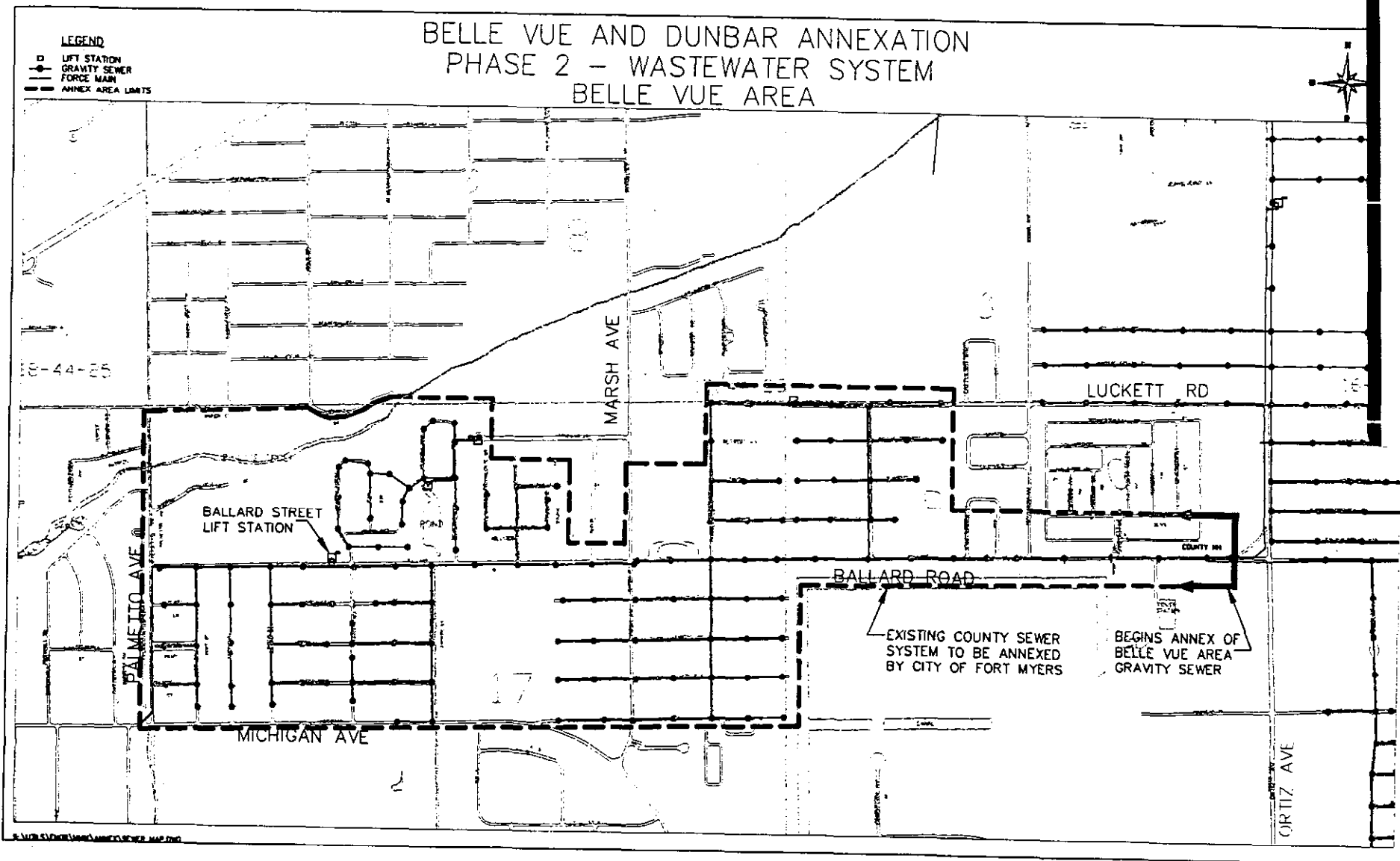
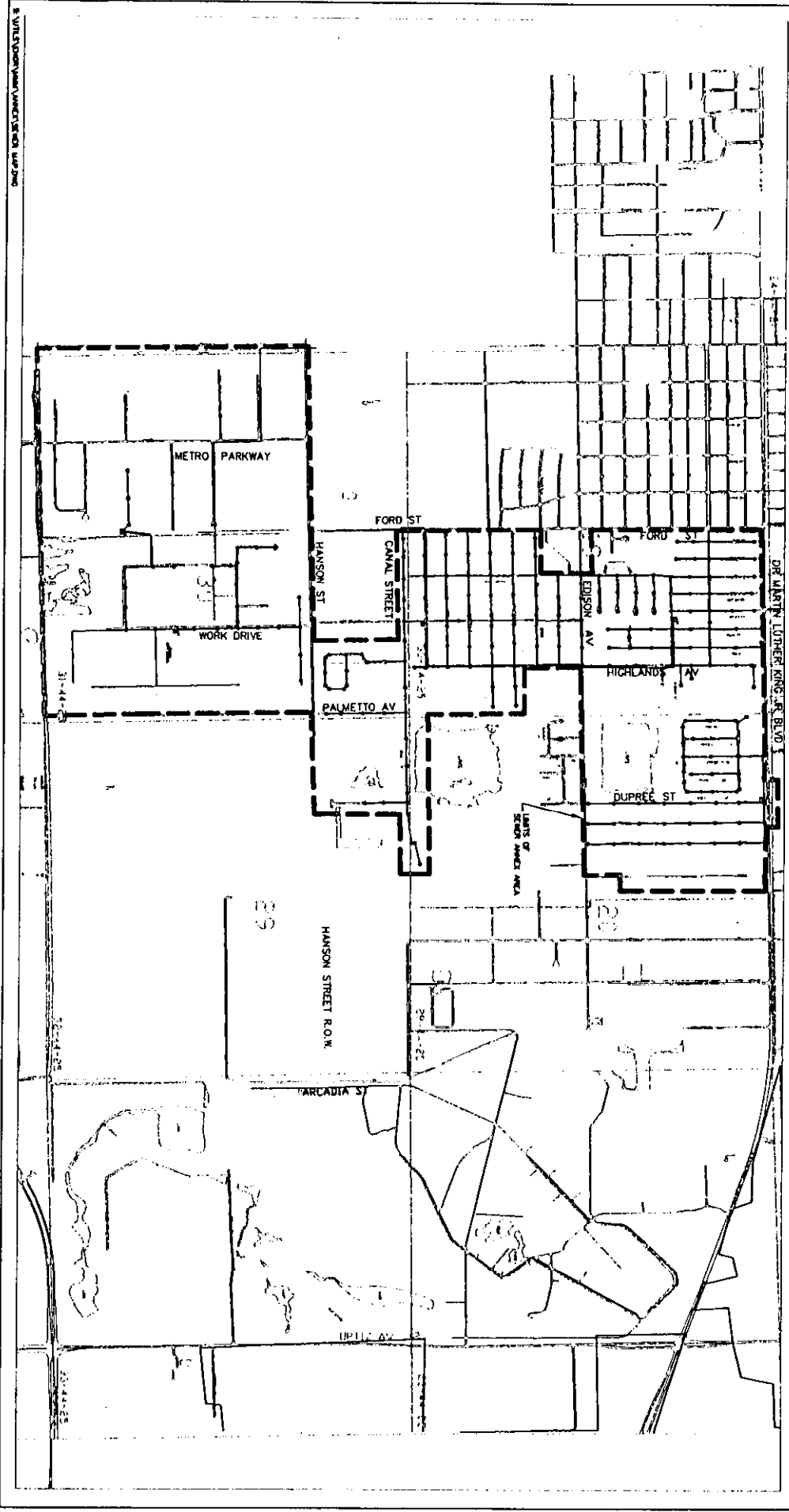


EXHIBIT "D"

LEGEND
 □ OPEN SPACE
 ○ PUBLIC WELLS
 ○ PUBLIC TRASH
 ○ PUBLIC AREA - AV'S

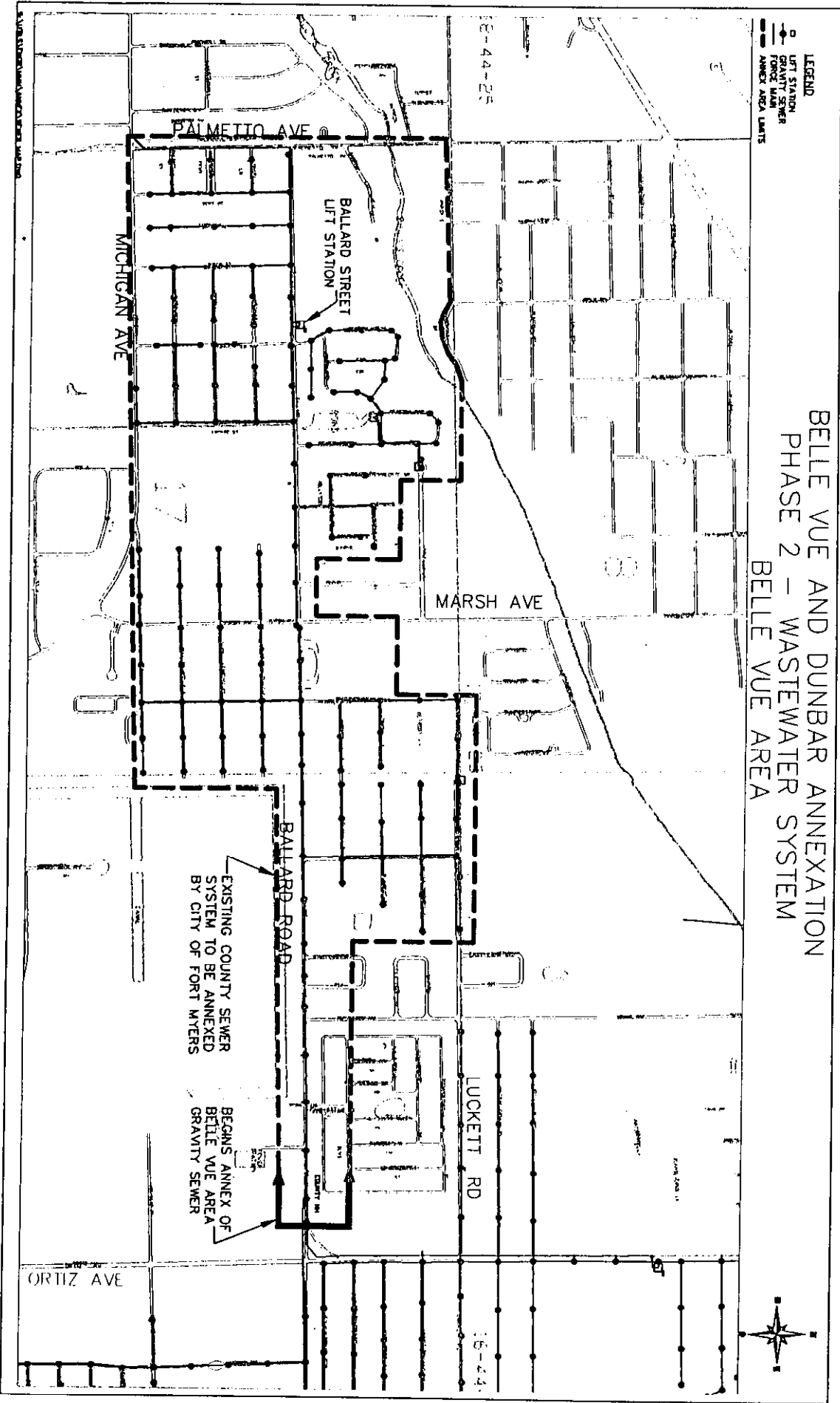
BELLE VUE AND DUNBAR ANNEXATION
 PHASE 2 - WASTEWATER SYSTEM
 DUNBAR AND INDUSTRIAL PARK AREA



1. WASTE WATER SYSTEM MAP

BELLE VUE AND DUNBAR ANNEXATION
PHASE 2 - WASTEWATER SYSTEM
BELLE VUE AREA

- LEGEND
- LIFT STATION
 - GRAVITY SEWER
 - FORCE MAIN
 - ANNEX AREA LIMITS



18-44-25

LUCKETT RD

15-44

PALMETTO AVE

MICHIGAN AVE

BALLARD STREET
LIFT STATION

MARSH AVE

BALLARD ROAD

ORTIZ AVE

EXISTING COUNTY SEWER
SYSTEM TO BE ANNEXED
BY CITY OF FORT MYERS

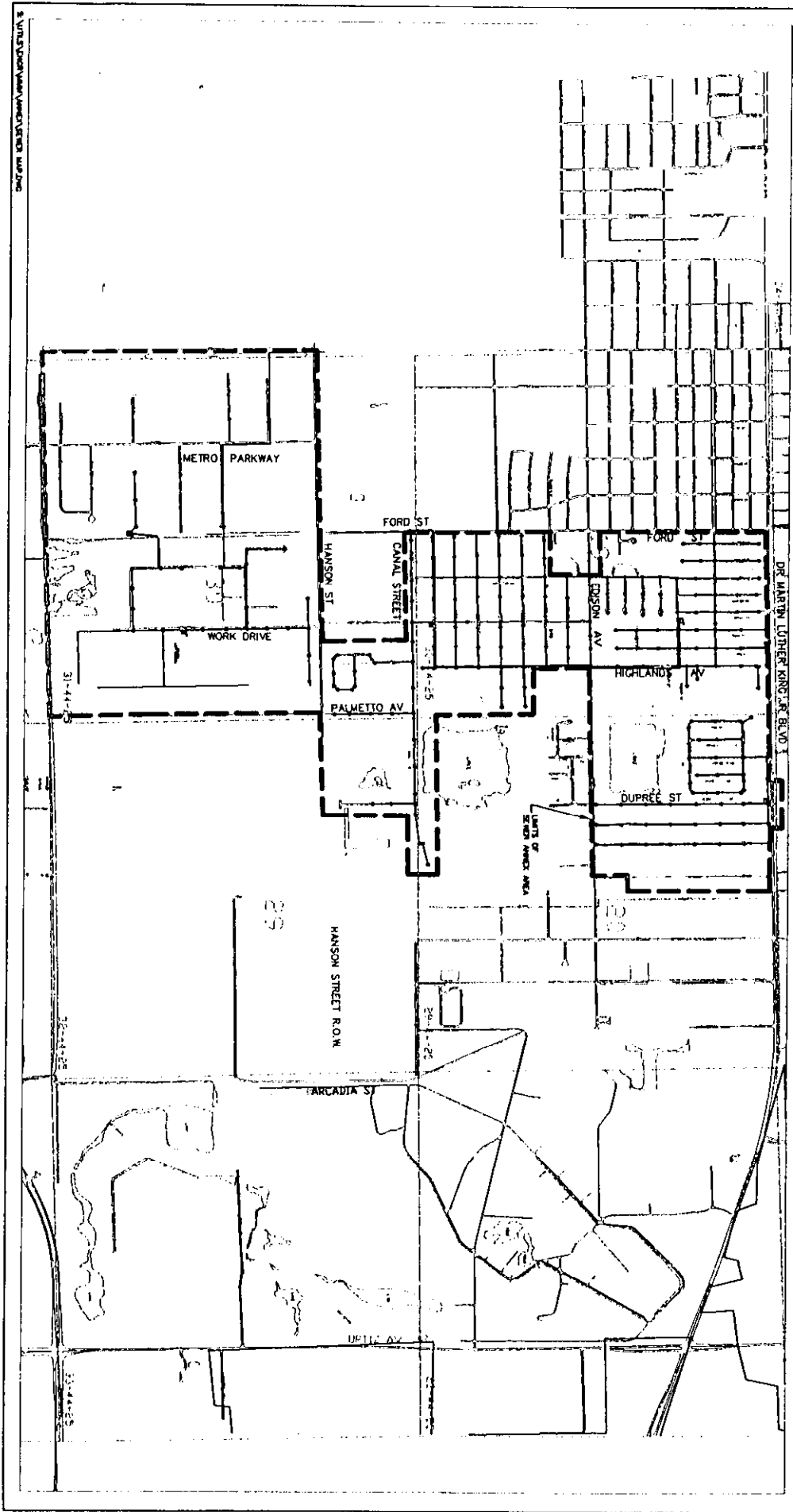
BEGINS ANNEX OF
BELLE VUE AREA
GRAVITY SEWER



SCALE: 1" = 100'

1. 1" = 100' SCALE
 2. 1" = 100' SCALE
 3. 1" = 100' SCALE
 4. 1" = 100' SCALE

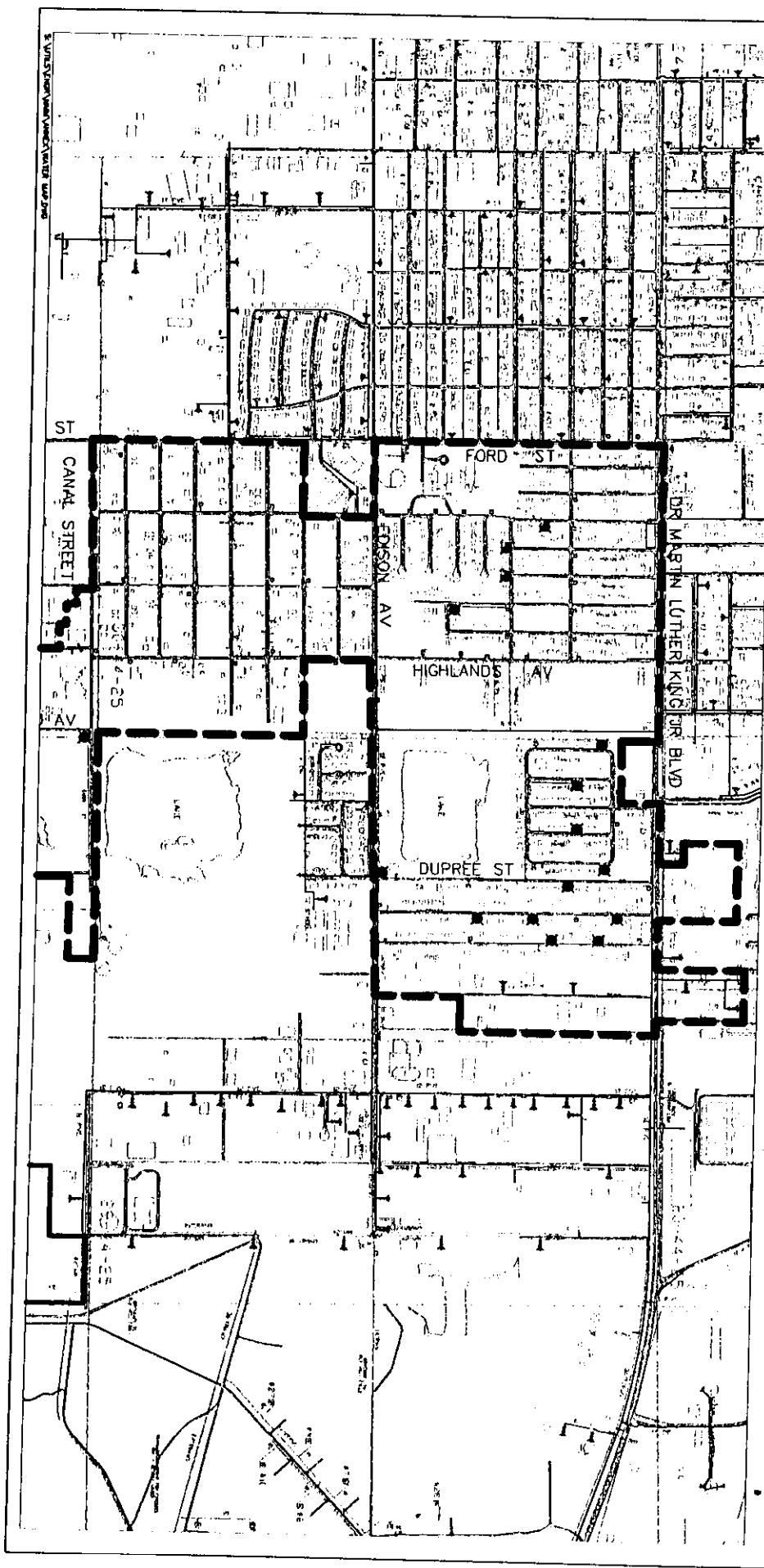
BELLE VUE AND DUNBAR ANNEXATION
 PHASE 2 - WASTEWATER SYSTEM
 DUNBAR AND INDUSTRIAL PARK AREA



5. UNIT 10 DUNBAR WASTEWATER SYSTEM MAP Dwg

- LEGEND**
- COMMERCIAL, SCHOOL, CHURCH
 - RESIDENTIAL
 - EXISTING CITY OF FORT MYERS FIRE HYDRANTS
 - PROPOSED CITY OF FORT MYERS FIRE HYDRANTS
 - EXISTING LEICESTER COUNTY UTILITIES FIRE HYDRANTS
 - ANNEX AREA LIMITS

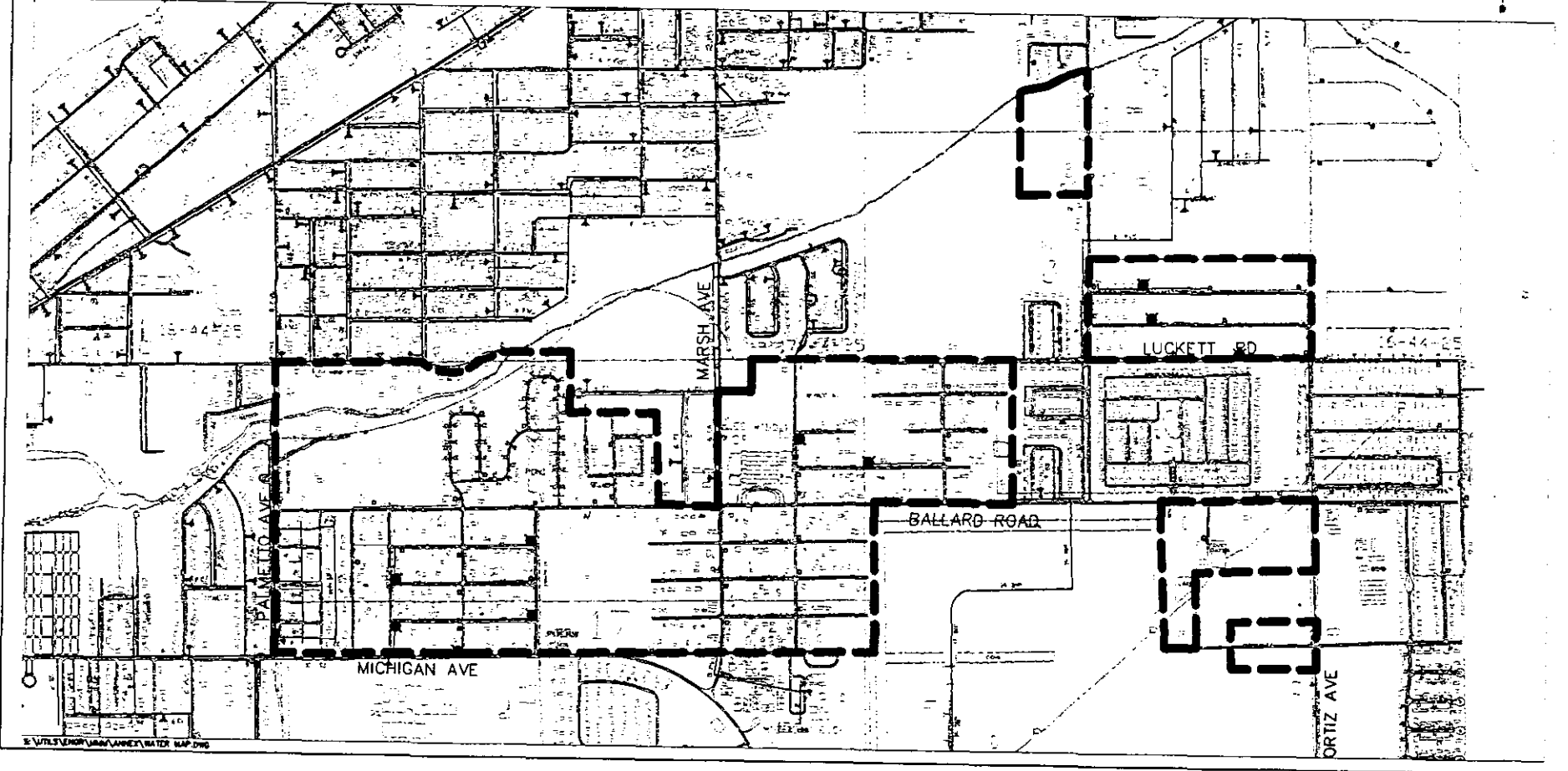
BELLE VUE AND DUNBAR ANNEXATION
PHASE 1 – FIRE HYDRANTS IMPROVEMENTS
DUNBAR AREA



BELLE VUE AND DUNBAR ANNEXATION PHASE 1 – FIRE HYDRANTS IMPROVEMENTS BELLE VUE AREA



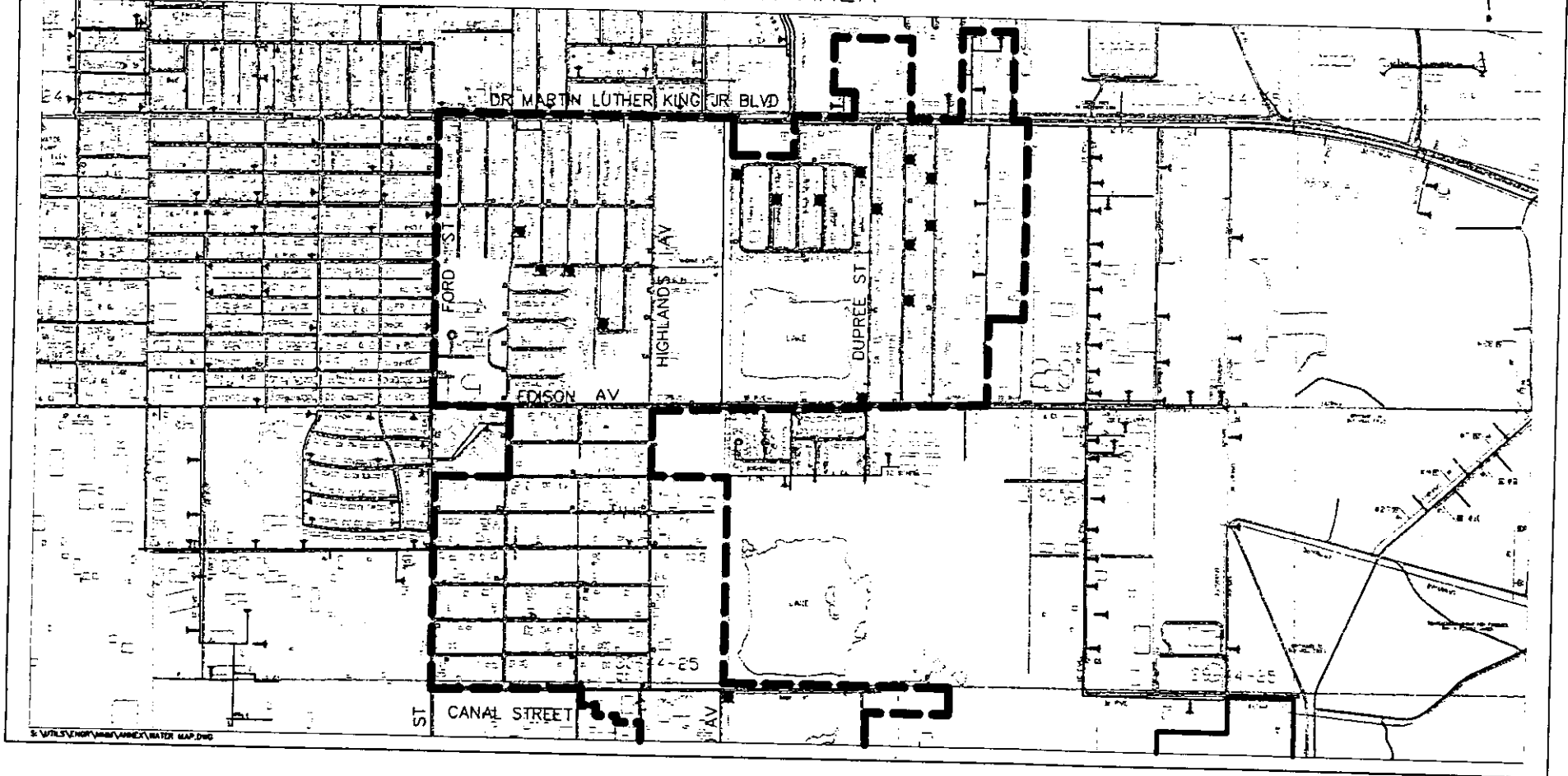
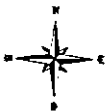
- LEGEND**
- COMMERCIAL SCHOOL CHURCH
 - RESIDENTIAL
 - EXISTING CITY OF FORT MYERS FIRE HYDRANTS
 - PROPOSED 8" WM
 - PROPOSED FIRE HYDRANTS
 - EXISTING LEE COUNTY UTILITIES FIRE HYDRANTS
 - ANNEX AREA LIMITS



LEGEND

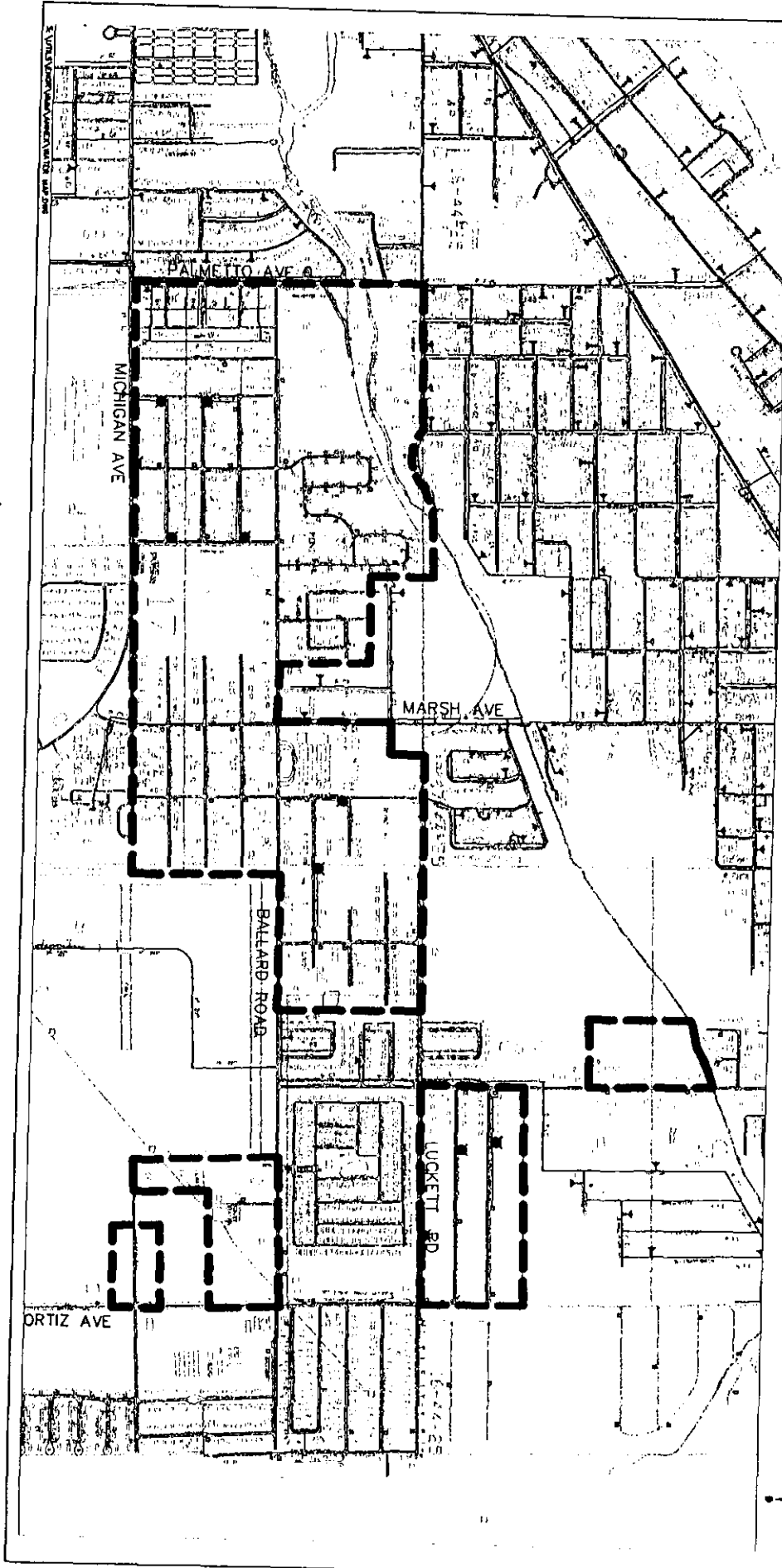
- COMMERCIAL, SCHOOL, CHURCH
- RESIDENTIAL
- EXISTING CITY OF FORT MYERS FIRE HYDRANTS
- PROPOSED 5" WM
- PROPOSED FIRE HYDRANTS
- EXISTING LEE COUNTY UTILITIES FIRE HYDRANTS
- ANNEX AREA LIMITS

BELLE VUE AND DUNBAR ANNEXATION PHASE 1 – FIRE HYDRANTS IMPROVEMENTS DUNBAR AREA



- LEGEND
- COMMERCIAL, SCHOOL, CHURCH
 - EXISTING 1/2" WATER MAINS
 - PROPOSED 1/2" WATER MAINS
 - EXISTING 1/2" FIRE HYDRANTS
 - PROPOSED 1/2" FIRE HYDRANTS
 - EXISTING 1/2" COUNTY UTILITY FIRE HYDRANTS
 - ANNEX AREA LIMITS

BELLE VUE AND DUNBAR ANNEXATION
 PHASE 1 - FIRE HYDRANTS IMPROVEMENTS
 BELLE VUE AREA



ORTIZ AVE

MICHIGAN AVE

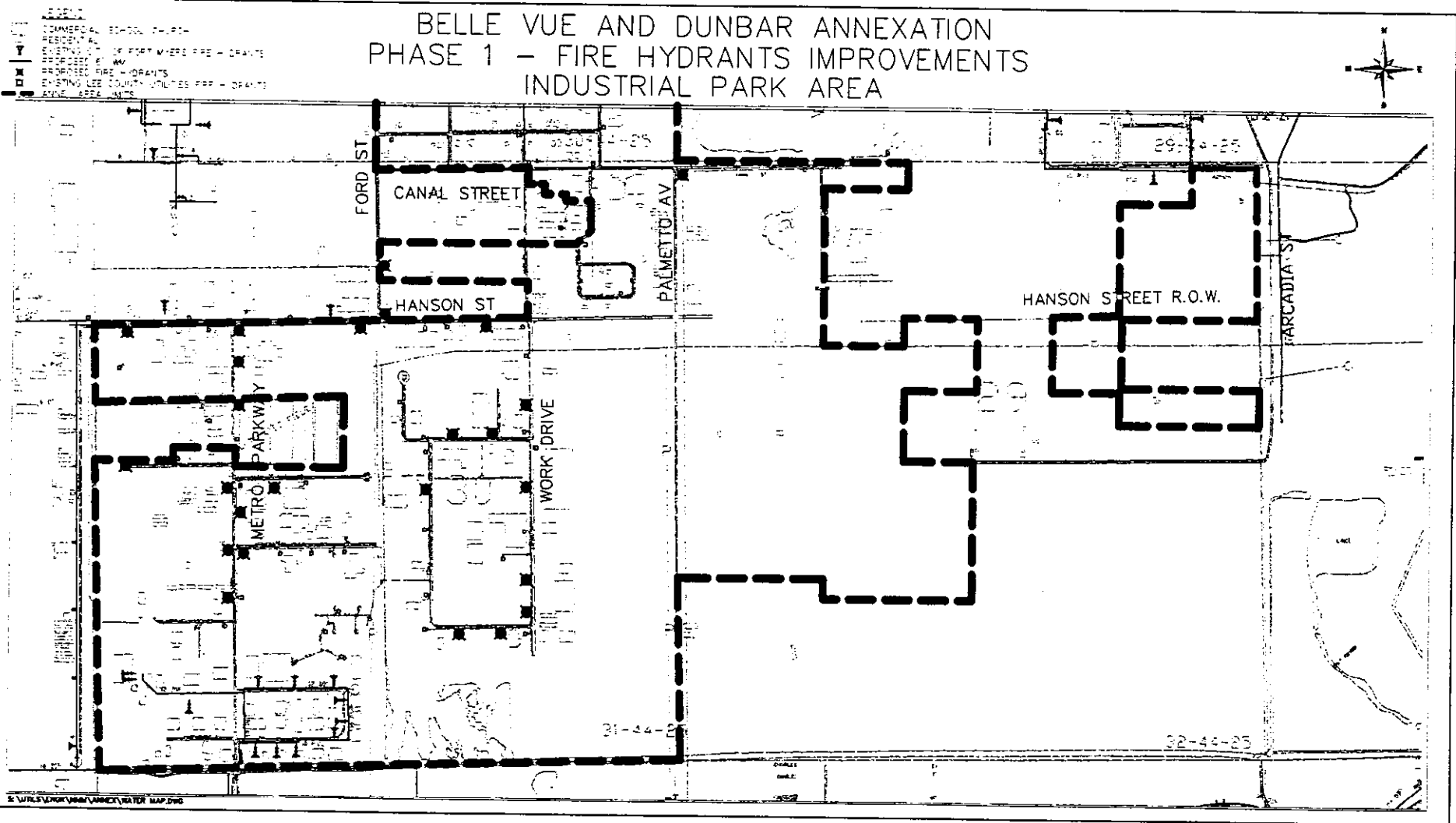
PALMETTO AVE

MARSH AVE

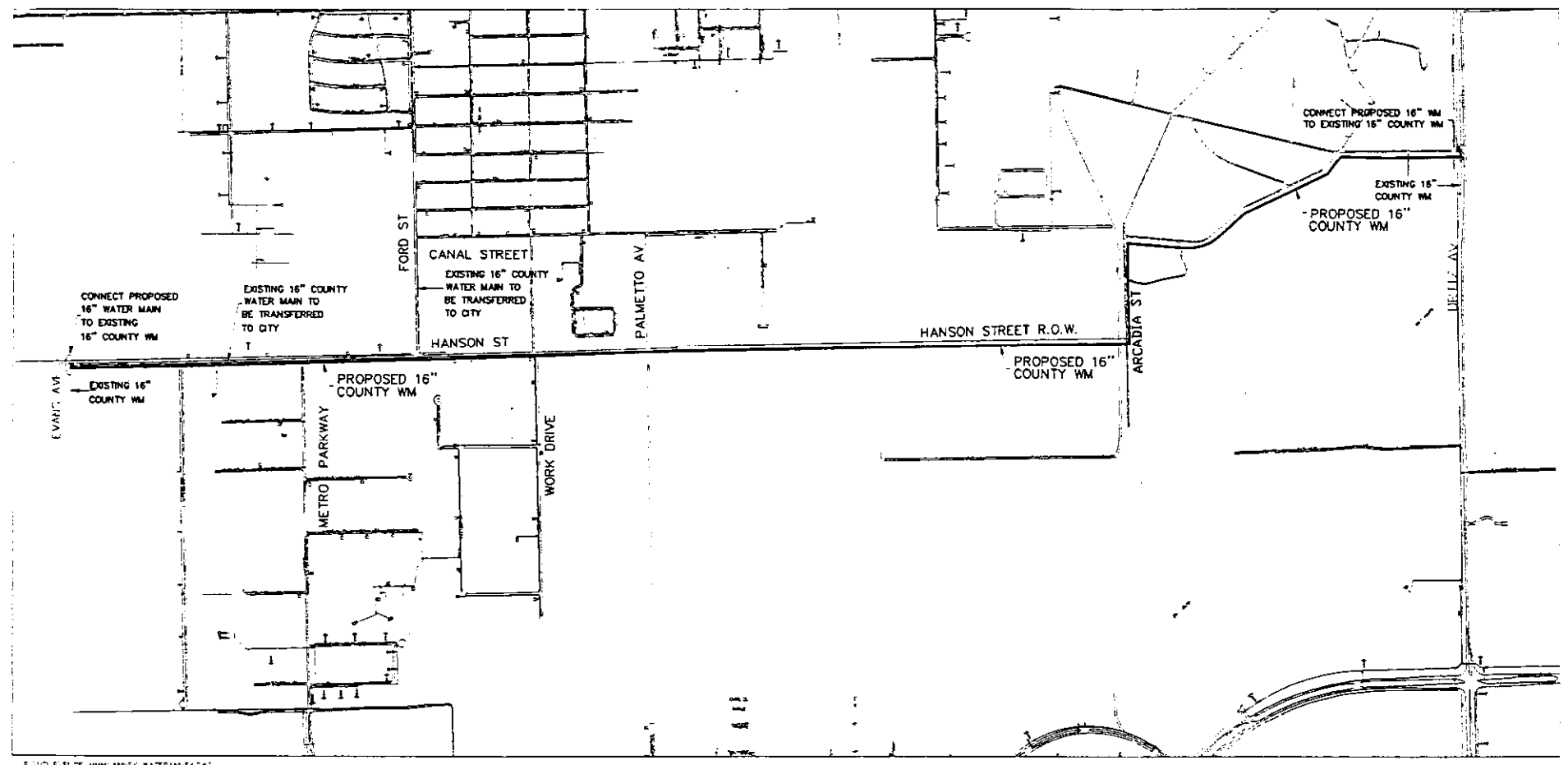
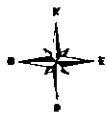
BALLARD ROAD

LOCKETT RD

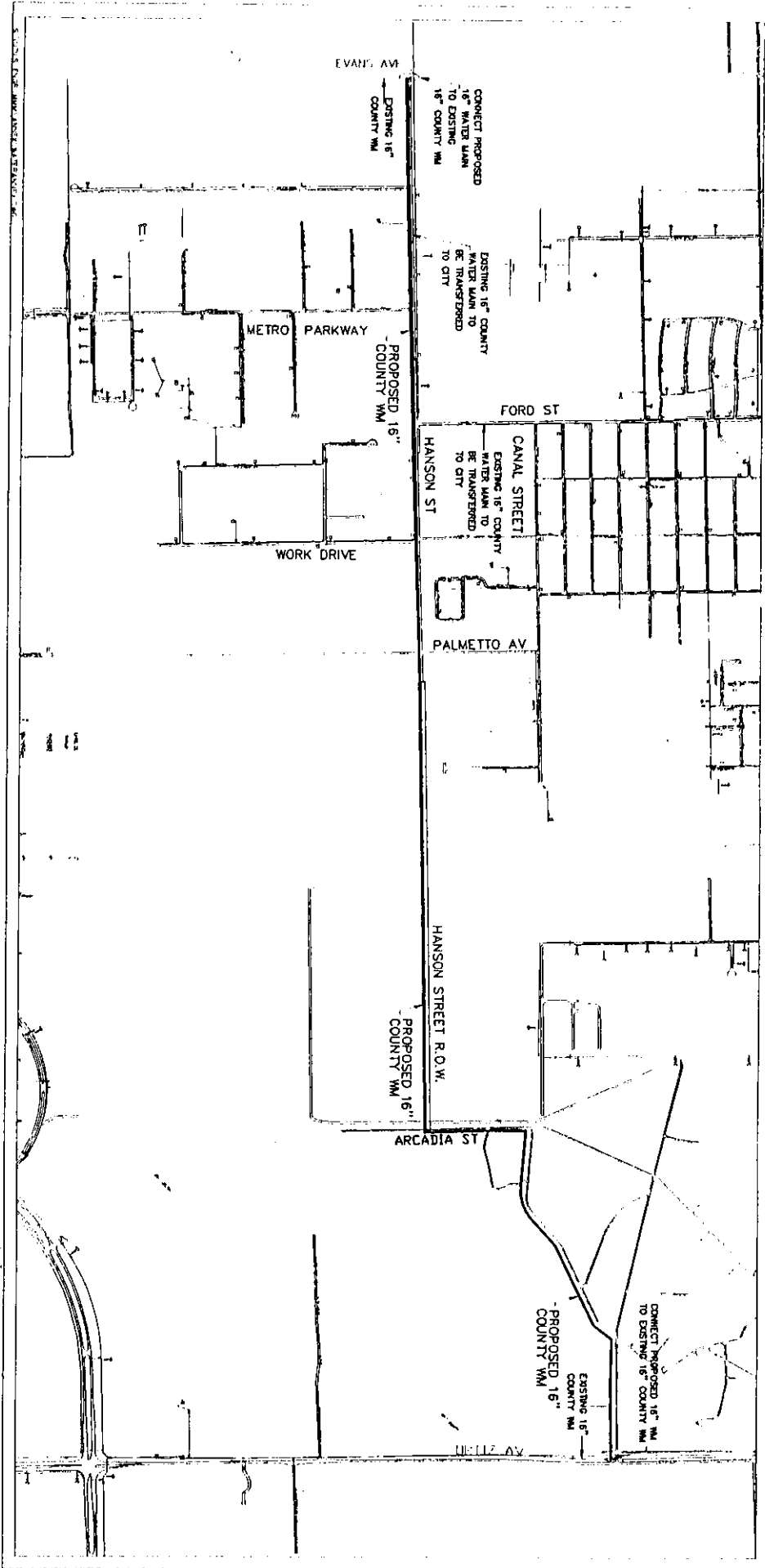
BELLE VUE AND DUNBAR ANNEXATION PHASE 1 – FIRE HYDRANTS IMPROVEMENTS INDUSTRIAL PARK AREA



BELLE VUE AND DUNBAR ANNEXATION
PHASE 3 – WATER SYSTEM
NEW 16" COUNTY WATER TRANSMISSION MAIN



BELLE VUE AND DUNBAR ANNEXATION
 PHASE 3 - WATER SYSTEM
 NEW 16" COUNTY WATER TRANSMISSION MAIN



Revenue and Expenditure Flow
 Revised June, 2002 for Taxable Values, Tice and Police updates
 Revised July, 2002 for Sales Tax and Municipal Revenue Sharing
 Revised August, 2002 for Code Enforcement and Housing

Comprehensive Draft - R
 After 10/31/2002 - Before Council Briefings

**FINANCIAL SUMMARY
 ANNEXATION OF BELLE VUE AND DUNBAR
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT**

	2003/04		2004/05		2005/06		2006/07		2007/08		TOTALS	
	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government
REVENUES												
ADDITIONAL REVENUES DUE TO CITY FROM ANNEXATION AND EXPANSION OF CITY'S SOLID WASTE COLLECTION												
A. City of Fort Myers Millage - 7.7816												
1. BelleVue (Taxable value \$17,371,510 - Final 2002 projected at 96%)	129,771		129,771		129,771		129,771		129,771		848,855	0
2. Dunbar (Taxable value \$68,891,110 - Final 2002 projected at 96%)	514,640		514,640		514,640		514,640		514,640		2,573,199	0
B. Municipal Revenue Sharing Adjustment (02/03 Est)	87,540		89,291		91,077		92,898		94,796		455,562	0
C. FP&L Franchise (8%)	86,816		86,816		86,816		86,816		86,816		433,080	0
D. FP&L Public Service Tax (10%)	144,360		144,360		144,360		144,360		144,360		721,800	0
E. Municipal Gas Tax Adjustment (8th Cent)			0		0		0		0		0	0
F. Six Cents Sales Tax Adjustment (02/03 Est)	474,799		484,295		493,961		503,650		513,938		2,470,873	0
G. Communications Services Tax	19,000		19,000		19,000		19,000		19,000		95,000	0
H. Solid Waste Collection Program												
1. Residential - Dunbar (748 accounts X \$18/mo. X 12 mos.)					161,568		161,568		161,568		484,704	0
2. Residential - Belle Vue (647 accounts X \$18/mo. X 12 mos.)					139,752		139,752		139,752		419,256	0
3. Ten Percent Adjustment for Unoccupied Units					(30,132)		(30,132)		(30,132)		(90,396)	0
4. Commercial					26,824		27,233		27,854		81,711	0
POTENTIAL LOST REVENUES TO THE COUNTY												
A. Unincorporated MSTU (Millage Rate 1.2114)		(95,853)		(95,853)		(95,853)		(95,853)		(95,853)	0	(475,266)
B. All Hazards (Millage Rate 0.0733)		(5,799)		(5,799)		(5,799)		(5,799)		(5,799)	0	(28,995)
C. Six Cent Sales Tax		(385,574)		(393,285)		(401,151)		(409,174)		(417,358)	0	(2,006,543)
D. County Revenue Sharing		(72,749)		(74,204)		(75,888)		(77,202)		(78,746)	0	(378,589)
E. Electrical Franchise Fees		(38,000)		(38,000)		(38,000)		(38,000)		(38,000)	0	(190,000)
F. Communications Services Tax		(19,000)		(19,000)		(19,000)		(19,000)		(19,000)	0	(95,000)
G. Solid Waste												
1. Residential Costs												
a. Dunbar (Containers and Bins for 748 single family homes)					(65,153)		(66,456)		(67,765)		0	(199,394)
b. Belle Vue (Containers and Bins for 647 single-family homes)					(59,365)		(57,442)		(58,632)		0	(172,469)
c. Tipping Fee Surcharges					(22,281)		(22,727)		(23,181)		0	(98,189)
d. Curbside Recycling					(5,000)		(5,100)		(5,202)		0	(15,302)
e. Manpower Costs					0		0		0		0	0
f. Fleet Costs (fuel, labor, parts, depreciation)					0		0		0		0	0
g. Maintenance Costs (replace cans, bins, misc. repairs)					0		0		0		0	0
h. Franchise Fees - Residential					0		0		0		0	0
					(8,911)		(8,911)		(8,335)		0	(24,517)

EXHIBIT "E"

EXHIBIT "E"

Revenue and Expenditure Flow
 Revised June, 2002 for Taxable Values, Tice and Police updates
 Revised July, 2002 for Sales Tax and Municipal Revenue Sharing
 Revised August, 2002 for Code Enforcement and Housing

Comprehensive Draft - R
 After 10/31/2002 - Before Council Briefings

**FINANCIAL SUMMARY
 ANNEXATION OF BELLE VUE AND DUNBAR
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT**

	2003/04		2004/05		2005/06		2006/07		2007/08		TOTALS	
	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government
2. Commercial Costs												
a. Manpower Costs												
b. Fleet costs (fuel, labor, parts, depreciation)						0		0		0	0	0
c. Material Costs (dumpsters) - Start Up						0		0		0	0	0
d. Tipping Fees						0		0		0	0	0
e. Franchise Fees - Commercial						(1,199)		(1,223)		(1,248)	0	(3,670)
Total City Revenues and County Revenue Losses	1,456,726	(618,975)	1,467,973	(626,147)	1,750,632	(793,490)	1,762,333	(806,187)	1,774,269	(619,139)	9,211,933	(3,661,932)

Revenue and Expenditure Flow
 Revised June, 2002 for Taxable Values, Tree and Police updates
 Revised July, 2002 for Sales Tax and Municipal Revenue Sharing
 Revised August, 2002 for Code Enforcement and Housing

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After 10/31/2002 - Before Council Briefings

FINANCIAL SUMMARY
ANNEXATION OF BELLE VUE AND DUNBAR
CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT

	2003/04		2004/05		2005/06		2006/07		2007/08		TOTALS	
	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government
EXPENDITURES AND COUNTY RESTRICTIONS (BY RESPONSIBILITY (NOTED IN BRACKETS))												
A. Parks and Recreation												
1. Street Tree, Shade Tree Program, ROW Landscaping												
2. Two Neighborhood Parks - Cemeata and Dunbar												
County Upgrading of Facilities												
County Annual Maintenance of Facilities												
B. Transportation												
1. Repair and Maintenance of Existing Roads	42,000	(12,000)	42,000	(12,000)	42,000	(12,000)	42,000	(12,000)	42,000	(12,000)	210,000	(60,000)
2. Overlay of Existing Roads	24,240	24,240	24,240	24,240	24,240	24,240	24,240	24,240	24,240	24,240	121,200	0
3. Replacement of County Street Signs with City Street Signs												
Reimbursement of County Expenses By City	19,300	19,300									19,300	19,300
C. Solid Waste												
1. Residential Costs												
a. Dumpster (Containers and Fee for 718 single family homes)			70,750		69,800		88,000		89,000		70,750	0
b. Bulk Van (Containers and Fee for 647 single-family homes)			81,500		25,400		26,400		25,400		81,500	0
c. Tipping Fees					19,675		17,000		17,000			0
d. Curbside Recycling					1,370		1,370		1,370			0
e. Mangrove Costs					140,244		140,244		105,408			0
f. Fleet Costs (Fuel, labor, parts, depreciation)					13,200		13,200		13,200			0
g. Maintenance Costs (Vehicle corp. ins., misc. repairs)					13,200		13,200		13,200			0
h. 3rd month Lease for Capital Expenditures (Front Loader, Side Loader, Stump)			35,136		13,200		14,033		14,454		42,110	0
2. Commercial Costs												
a. Mangrove Costs					13,200		13,200		13,200			0
b. Fleet costs (Fuel, labor, parts, depreciation)												0
c. Material Costs (dumpsters) - Start-Up			40,925									0
d. Tipping Fees												0
3. County Operating Expense (Restrictions)												
D. Housing and Code Enforcement												
1. Code Enforcement Services by the Approval Agent	260,000	(37,800)	260,000	(37,800)	300,000	(37,800)	320,000	(37,870)	340,000	(37,800)	1,620,000	(189,000)
(a) Subsequent		(15,000)		(15,000)		(15,000)		(15,000)		(15,000)	0	(75,000)

Revenue and Expenditure Flow
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**FINANCIAL SUMMARY
 ANNEXATION OF BELLE VUE AND DUNBAR
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT**

	2003/04		2004/05		2005/06		2006/07		2007/08		TOTALS	
	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government
H. Drainage												
1. Personnel	0		0		0		0		109,399		109,399	0
2. Start-Up Costs (Capital Outlay)					200,000		173,000				373,000	0
3. Maintenance												
a. Ongoing Commitment including chemicals	42,900		42,900		42,900		42,900		42,900		214,500	
b. Annual Maintenance Expense for Cleaning Canals		37,930		37,930		37,930		37,930		37,930		183,650
4. Environmental (NPDES Compliance)	30,000		30,000		30,000		30,000		30,000		150,000	0
I. Fire Protection - Tice 3.0 mills												
1. Bellevue (Assessed value \$32,947,880 - Final 2002)	49,422	49,422	49,422	49,422	49,422	49,422	49,422	49,422			197,687	197,687
2. Dunbar (Assessed value \$84,683,350 - Final 2002)	126,995	126,995	126,995	126,995	126,995	126,995	126,995	126,995			507,980	507,980
Total County Reduction in Responsibilities:												
Total Expenses (including County Reduction in Resp):	1,949,972	297,567	1,900,989	278,287	2,228,104	142,498	2,201,865	27,122	1,874,146	(152,228)	10,250,776	583,266
Net Balance (Revenues Minus Expenses)	(488,946)	(914,562)	(433,016)	(904,428)	(477,472)	(925,988)	(439,532)	(833,309)	(199,877)	(666,911)	(2,038,844)	(4,245,198)

*Negative Number Indicates Savings Due to Reduction in Responsibility Exceed Expenses

Revenue and Expenditure Flow
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**FINANCIAL SUMMARY
 ANNEXATION OF BELLE VUE AND DUNBAR
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT**

	2003/04		2004/05		2005/06		2006/07		2007/08		TOTALS	
	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government
Summary of Net Balance Figures												
CITY OF FORT MYERS												
Revenue	1,456,726		1,467,973		1,750,632		1,762,333		1,774,269		8,211,933	
Expenditures	1,945,672		1,900,882		2,228,104		2,201,665		1,925,148		10,259,778	
Total - (Revenues Less Expenditures)	(488,946)		(433,018)		(477,472)		(439,532)		(199,977)		(2,038,844)	
LEE COUNTY GOVERNMENT												
Lost Revenue from the Incorporation		(816,975)		(626,141)		(793,490)		(606,167)		(819,139)		(3,661,932)
Less Annual Expenditures to be Made		287,287		243,087		241,087		238,587		62,170		(1,347,317)
Subtotal - Lost Revenues and Expenditures*		(529,688)		(383,054)		(552,403)		(367,580)		(756,969)		(5,009,249)
Reduction In County's Financial Commitment**		54,800		54,800		208,588		211,465		214,398		764,052
Total		(511,562)		(384,428)		(343,815)		(156,115)		(542,571)		(4,245,196)
	City of Fort Myers and Lee County Government		City of Fort Myers and Lee County Government		City of Fort Myers and Lee County Government		City of Fort Myers and Lee County Government		City of Fort Myers and Lee County Government		City of Fort Myers and Lee County Government	
Summary of Investment In Community	2,308,059		2,244,076		2,569,191		2,440,452		2,036,316		11,598,093	

* The Combination of Lost Revenue and Additional Expenditures will Result in a Higher Negative Number.
 ** The Total of the Lost Revenue and Additional Expenditures is Reduced by the Savings Realized By No Longer Performing the Activities

LEE COUNTY
NOTICE OF INTENT TO ADOPT AN INTERLOCAL AGREEMENT

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on Tuesday, the 7th day of January, 2003, at 5:00 o'clock, p.m., in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, will consider the adoption of an Interlocal Agreement with the City of Fort Myers relating to the annexation of the Dunbar and Belle Vue Enclaves pursuant to Chapters 125 and 163, Florida Statutes, and Chapter 98-488, Laws of Florida, as amended. The title of the proposed Interlocal Agreement is as follows:

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY
AND THE CITY OF FORT MYERS REGARDING THE
MUNICIPAL ANNEXATION OF THE UNINCORPORATED
ENCLAVE COMMONLY KNOWN AS "DUNBAR" AND
THE UNINCORPORATED ENCLAVE CONSIDERED TO
BE ANOTHER PORTION OF THE DUNBAR ENCLAVE,
BUT COMMONLY KNOWN AS "BELLE VUE";
PROVIDING FOR SCOPE; PROVIDING FOR THE
TRANSITION OF CERTAIN MUNICIPAL SERVICES;
PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE
AND TERMINATION DATE.**

1. Copies of this Notice and the proposed Interlocal Agreement are on file in the Minutes Office of the Clerk of Courts of Lee County. The public may inspect or copy the Interlocal Agreement during regular business hours at the Office of Public Resources. The Minutes Office and Public Resources are located in the Courthouse Administration Building, 2115 Second Street, Fort Myers, Florida. Public Resources is located on the first floor and the Minutes Office is located on the second floor of the Courthouse Administration Building.
2. Interested parties may appear at the meeting in person or through counsel, and be heard with respect to the adoption of the proposed Resolution.
3. Anyone wishing to appeal the decision(s) made by the Board with respect to any

matter considered at this meeting, will need a record of the proceedings for such appeal, and may need a verbatim record, to include all testimony and evidence upon which the appeal is to be based.

4. The Interlocal Agreement shall take effect pursuant to its terms after its adoption and execution by the Board of County Commissioners.

5. If you have a disability that will require special assistance or accommodations for your attendance at the public hearing, please call the Lee County Division of Public Resources at 335-2269 for information.

PLEASE GOVERN YOURSELF ACCORDINGLY.

The text of this Notice is in conformance with Section 125.66, Florida Statutes (2002), and other relevant sections of Florida law.

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Charlie Green, Ex-Officio Clerk
to the Board of County Commissioners
of Lee County, Florida

APPROVED AS TO FORM:

By:  _____
Office of the County Attorney

Ad Size: 2 x 5

Publishing Dates: 12/23/02 & 12/30/02

**MANAGEMENT & PLANNING COMMITTEE
AGENDA REQUEST FORM
COMMISSION DISTRICT #**

PRESENTED BY: David M. Owen, Chief Assistant County Attorney / James Lavender, Public Works Dir.
REQUESTED BY: David M. Owen, Chief Assistant County Attorney / James Lavender, Public Works Dir.
TITLE FOR AGENDA: Review of Proposed City of Fort Myers Dunbar / Belle Vue Annexation and Transition Interlocal Agreement

1. DESCRIPTION & OBJECTIVE OF THE ISSUE: Advise the Board of County Commissioners on the term, conditions and financial impacts of the proposed City of Fort Myers Dunbar / Belle Vue Annexation and Transition Interlocal Agreement, and receive further direction.

2. PROPOSED POLICY, PROCEDURE OR PLAN OF ACTION: Provide staff with further direction regarding the proposed Interlocal Agreement for transitioning the two enclaves to municipal levels of service if approved by the electorate on March 4, 2003.

3. OPTIONS (List Advantages/Disadvantages of Options):

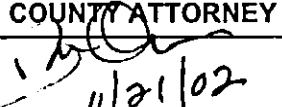
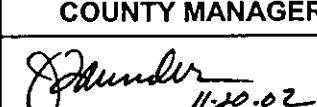
- A. Proceed to consider adoption of the Interlocal Agreement on January 7, 2003.
- B. Do not proceed to consideration of adoption of the Interlocal Agreement.

- 1. Advantages to Option A: Continues the process towards adoption of the Interlocal Agreement for the transition of services to the annexed areas as a condition precedent to the referendum on the Annexation pursuant to the Special Act.
- 2. Disadvantages to Option A: Potential loss of revenues and expenditure of County funds associated with the transition of the annexed areas.
- 3. Advantages to Option B: No potential loss of revenues nor expenditure of County funds.
- 4. Disadvantages to Option B: Continues the existence of two (2) long-standing County enclaves within the City and the associated problems with service delivery for both the City and the County.

4. FINANCIAL IMPACTS/FUNDING SOURCE: The County will lose certain revenues as a result of the Annexation, and, in assisting the City with funding the transition of services to the proposed annexed areas, the County will expend certain funds over a five-year "transition period". A "spread sheet" outlining the financial impacts is attached in addition to the draft Interlocal Agreement and timeline.

5. STAFF RECOMMENDATIONS, AND JUSTIFICATION: Staff recommends continuing the process for the adoption of the Interlocal Agreement between the City of Fort Myers and Lee County for the transition of services to the annexed areas. The City of Fort Myers will conduct the actual annexation process pursuant to the Special Act and general law.

6. MANDATED? BY WHAT AUTHORITY?

COUNTY ATTORNEY	COUNTY MANAGER	MEETING DATE	TIME REQUIRED
 11/21/02	 11/20/02	December 2, 2002	10 minutes

SUMMARY OF DRAFT INTERLOCAL AGREEMENT

- 1-2. ➤ Public Safety
- Law Enforcement - Law enforcement services will be phased in over a period of 3 years.
 - First, the area between Dr. Martin Luther King Jr. Blvd, Canal Street, Henderson and Flint/Palmetto
 - Second, the area from Canal Street, and the North Colonial Linear Park, between the Railroad on the west and the
 - Third the Belle Vue area
 - Resources to be added to service the area include:
 - Between 6-10 police officers
 - 2 investigators
 - Between 1-2 school resource officers
 - 1 community policing coordinator
 - 4 community service aides
 - 1 records clerk
 - 6-10 fully equipped patrol units
 - 1 unmarked detective vehicle
 - 1 SIG vehicle
 - 1 Community policing vehicle
 - 1 school resource vehicle
 - 4 community service aide vehicles
 - radios, uniforms, vests and firearms, vehicle maintenance
 - Fire - The city shall assume fire service immediately upon annexation. No additional resources are necessary as the Benchmark Fire station is within 1 ½ lane miles from each of the enclaves. The City and County will split the annual obligation to the Tice Fire District, according to Florida Statutes.
3. ➤ Code Enforcement - Code Enforcement services will be phased in to mirror Police Service. Focus will be on rapid response mowing, tag and tow programs, clean-ups, code sweeps, and self initiated enforcement of the most serious violations by priority. Health and Safety, crime related, and unsafe structure abatement (per policy). Resources to be added to service the area include:
- 1-2 Officers/Inspectors
 - 1 admin clerk
 - ☐ Full unsafe structure abatement
 - derelict vehicle abatement
 - Rapid Response Capital Equipment
 - 1-2 vehicles
 - computers
- ISSUES:
How many @ County
STANDARDS?
COUNTY PARTICIPATION?
-
- Sidewalks - County will maintain sidewalks for first two years after annexation. The City will construct and maintain sidewalks after the second year.
 - Street lighting - No additional streetlights will be added during the first two years after annexation. During years 3,4 and 5, the City strive to provide 400 watt street lights every 400' (190 in Dunbar and 170 in Belle Vue)

- Housing – *The City will provide housing assistance throughout both areas.*
 - SHIP – *priority will be given in both areas by Lee County for SHIP recipients*
 - HOME – *Lee County will allocate up to 7.5% of their HOME funds for the first three fiscal years after annexation for City use to housing developers (CHDO's) for construction of affordable housing.*
- Community Redevelopment Agency – *After demolition of unsafe structures throughout the areas, the City will establish a Community Redevelopment Area to encourage investment in both neighborhoods and to utilize revenue from the neighborhoods as reinvestment for improvements.*
- Utilities – *The areas will remain on County water and sewer until such time as the City purchases the system from Lee County and completes capital projects to transfer the treatment of water and wastewater to City facilities.* **ALREADY INSTALLED FIRE HYDRANTS**
- Roads – *The County will overlay 10 streets over the five year period in the interlocal agreement (up to 60,598 square feet)*
- Roadway Signage – *Street and Traffic Control Signs will be replaced by Lee County with reimbursement from the City.*
- Solid Waste – *The City will phase in collection of solid waste from the areas over a two year period (beginning collection on 10/1/05)*
- Parks and Recreation – *There are no parks within the areas being annexed.*
- Drainage – *Lee County will clean the following ditches/canals within one year after annexation:*
 - *Ditch (Ballard to New York)*
 - *Ditch (Michigan to New York)*
 - *Zapato Canal (Ballard Road to Billy's Creek)*
 - *10 Mile Canal (N. Colonial to Hanson)*
 - *Ditch (Kutak to Hanson)*
 - *Ditch (Cargo to North Colonial)*
 - *Ditch (Work to Hanson)*
 - *Thomas Ditch (Ford to Henderson)*
 - *Ditch (Cargo To Work)*
 - *2 Ditches across Work Drive*
 - *Hanson Ditch (East to Hanson)*
 - *Lucille (Louise to Michigan)*
 - *Palmetto Canal (MLK to Edison)*
 - *Ditch (Habitat to Canal)*
 - *Palmetto Ditch (Canal to South)*

After annexation, County will transfer ownership of canal systems within one year and assist with any title issues. + County cover level of maint. for all 5 years.

- Environmental – *County will transfer authority and permits for storm sewer/drainage issues to City.*
- Land Use and Permitting

A. *Local Government Comprehensive Plan – City will initiate amendments to Comprehensive Plan and Future Land Use Map to provide land within both enclaves development parameters. Until this is completed, the properties located within the Area will be governed by Lee County Comprehensive Plan and development regulations.*

B. *Development Review and Permitting – County will issue permits (under their development regulations) for development in annexation area until City Comprehensive Plan Amendments are found in compliance by State Department of Community Affairs.*

➤ *Funds Restriction – Any and all funds provided by Lee County will not be used for any other purpose or City business other than those stated in the interlocal agreement.*

➤ *Termination Date – Currently 10 years from effective date (however, transition of services has been developed over a 5 year term)*

[5, 7, 10] ?

DRAFT INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE CITY OF FORT MYERS REGARDING THE MUNICIPAL ANNEXATION OF THE UNINCORPORATED ENCLAVE COMMONLY KNOWN AS "DUNBAR" AND THE UNINCORPORATED ENCLAVE CONSIDERED TO BE ANOTHER PORTION OF THE DUNBAR ENCLAVE, BUT COMMONLY KNOWN AS "BELLE VUE"; PROVIDING FOR SCOPE; PROVIDING FOR THE TRANSITION OF CERTAIN MUNICIPAL SERVICES; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND TERMINATION DATE

This Interlocal Agreement is made and entered into this ____ day of _____, _____, by and between the City of Fort Myers, an incorporated municipality of the State of Florida lying within Lee County, hereinafter referred to as "CITY", and Lee County, a charter county and a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "COUNTY", and, collectively, the "PARTIES" hereto.

RECITALS

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Florida Statutes Chapter 163, Part II, has been established to encourage and assure coordination between and among municipalities and counties, and to encourage and assure coordination of platting and development activities of units of local governments; and

WHEREAS, the Legislature of the State of Florida enacted Ch. 98-488, Laws of Florida (1998) entitled An Act relating to Lee County and the City of Fort Myers; providing for the annexation of the enclaves known as "Dunbar" and "Belle Vue" by Interlocal Agreement between the CITY and COUNTY, subject to approval by referendum; providing for procedures for adoption of the agreement and for a referendum; providing for authority for assumption of municipal service duties and transfer of infrastructure; providing an effective date (Exhibit "A"); and

WHEREAS, Ch. 98-488 authorizes the CITY and COUNTY to enter into an Interlocal Agreement subject to referendum approval for the orderly municipal annexation of areas located within a 1-mile radius of the City of Fort Myers city limits, consisting of the unincorporated enclave commonly known as "Dunbar" and the unincorporated enclave considered to be another portion of the Dunbar enclave, but commonly known as "Belle Vue"; and

WHEREAS, the areas proposed to be annexed by the CITY by Interlocal Agreement shall be shown in Exhibit "B", and hereinafter referred to as "Area".

DRAFT FOR DISCUSSION PURPOSES

CAO DRAFT 10/22/02

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NOW, THEREFORE, the PARTIES agree to the following terms and conditions hereinafter set forth, the CITY and the COUNTY, intending to be legally bound, hereby agree as follows:

SECTION I **PURPOSE**

It is the purpose and intent of this Interlocal Agreement to define and memorialize the terms and conditions under which the annexation of the "Dunbar" and "Belle Vue" enclaves, and the transition of municipal services to those enclaves, will occur.

All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth above.

SECTION II **AUTHORITY FOR AGREEMENT**

The CITY represents to the COUNTY that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the City Council, has been executed and delivered by an authorized officer of the City Council, and constitutes a legal, valid and binding obligation of the CITY. The COUNTY represents to the CITY that the execution and delivery of this Agreement has been duly authorized by an authorized officer of the COUNTY, and constitutes a legal, and binding obligation of the COUNTY.

SECTION III **SCOPE OF AGREEMENT**

The COUNTY and the CITY hereby agree to provide and perform all obligations and duties as required and necessary to complete the transition of the municipal services as set forth herein.

SECTION IV **EFFECT OF ELECTORAL APPROVAL OF THE INTERLOCAL AGREEMENT**

Upon electoral approval of this Interlocal Agreement, pursuant to referendum as provided for by law, the "Dunbar" and "Belle Vue" enclaves will, by operation of law, thereafter become and be a part of the municipality of the City of Fort Myers, and be included within its corporate limits.

SECTION V

PUBLIC SAFETY

A. LAW ENFORCEMENT

Law enforcement services will be phased in over a period of three (3) years. Phase-in will begin upon the date of annexation and conclude three (3) years following such date. In the first year, the first enclave to be phased in will be designated as Area 1, as shown in Exhibit "C1". In the second year, the second enclave to be phased in will be designated as Area 2, as shown in Exhibit "C2". In the third year, the third enclave to be phased in will be designated as Area 3, as shown in Exhibit "C3".

- 1. First Year Phase-In of Services: The CITY will be responsible to provide municipal-level law enforcement for Area 1 described as having: a northern border of Dr. Martin Luther King Jr. Blvd., a southern border of Canal Street, a western border of Ford Street, and an eastern border of Flint Drive (Exhibit "C1"). Based on the CITY's research and data, Area 1 has 703 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 1 with similar CITY core level of law enforcement services, the workload projections will require:

- a. The following additional personnel costs:

1)	Six (6) police officers	\$260,933.03
2)	Two (2) investigators (Det/SIG)	\$98,345.57
3)	One (1) School Resource Officer	\$47,874.71
4)	One (1) Community Policing Coordinator	\$50,397.55
5)	Four (4) Community Service Aides	\$116,992.08
6)	One (1) Records Clerk	<u>\$25,870.00</u>

TOTAL: \$600,412.94

- b. The following additional vehicle costs:

1)	Six (6) fully equipped patrol units @ \$45,874	\$275,244.00
2)	One (1) unmarked detective vehicle	\$46,788.00
3)	One (1) SIG vehicle	\$46,788.00
4)	One (1) Community Policing vehicle	\$25,000.00
5)	One (1) School Resource vehicle	\$25,000.00
6)	Four (4) Community Service Aides vehicles	<u>\$100,000.00</u>

TOTAL: \$518,820.00

- c. The following additional costs:

- 1) Fourteen (14) sets of portable radios,

	uniforms, bulletproof vests and firearms - est. \$6,000.00 each	\$84,000.00
2)	Vehicle Maintenance - \$3,000 annual x 14 vehicles	\$42,000.00
3)	Radio Fees - for fourteen (14) radios x \$16.90 per radio per month x 12 months	<u>\$2,840.00</u>
	TOTAL:	\$128,840.00

TOTAL ESTIMATED COSTS FOR FIRST YEAR \$1,248,072.94

2. Second Year Phase-In of Services: The CITY will be responsible to provide municipal-level law enforcement for Area 2 described as having: a northern border of Marion Street, a southern border of Michigan Avenue, a western border of Palmetto Avenue, and an eastern border of Nuna Avenue (Exhibit "C2"). Based on the CITY's research and data, Area 2 has 411 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 2 with similar CITY core level of law enforcement services, CITY data workload projections law enforcement will require:

a. The following additional personnel costs:

1)	Nine (9) police Officers (added 3 to Year II)	\$395,994.09
2)	Two (2) Investigators - (Det/SIG)	\$100,984.32
③)	Two (2) School Resource Officers (added 1 Year II)	\$96,202.32
4)	One (1) Community Policing Officer	\$51,753.58
5)	Four (4) Community Service Aides	\$119,851.40
6)	One (1) Records Clerk	<u>\$26,473.48</u>
	TOTAL:	\$791,259.19

b. The following additional vehicle costs:

1)	Three (3) fully equipped patrol units @ \$45,874	\$137,622.00
②)	One (1) School Resource Vehicle	<u>\$25,000.00</u>
	TOTAL:	\$162,622.00

c. The following additional costs:

1)	Eighteen (18) sets of portable radios, uniforms, bulletproof vests and firearms - est. \$6,000.00 each	\$108,000.00
----	--	--------------

2)	Vehicle Maintenance - \$3,000 annual x 18 vehicles	\$54,000.00
3)	Radio Fees - for eighteen (18) radios x \$16.90 per radio per month x 12 months	<u>\$3,650.00</u>
	TOTAL:	\$165,650.00

TOTAL ESTIMATED COSTS FOR SECOND YEAR \$1,119,531.19

3. Third Year Phase-In of Services: The CITY will be responsible to provide for municipal-level law enforcement for Area 3 describing as having: a northern border of Canal Street, a southern border of Warehouse Road, a western border of Palm Avenue, and an eastern border of Arcadia Avenue (Exhibit "C3"). Based on the CITY's research and data, Area 3 has 116 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 3 with similar CITY core level of law enforcement services, CITY data workload projections law enforcement will require:

a. The following additional personnel costs:

1)	Ten (10) Police Officers (added 1 to Year III)	\$449,140.94
2)	Two (2) Investigators (Det/SIG)	\$103,701.82
3)	Two (2) School Resource Officers (added 1 Year III)	\$98,749.14
4)	One (1) Community Policing Officer	\$53,149.73
5)	Four (4) Community Service Aides	\$122,712.64
6)	One (1) Records Clerk	<u>\$27,093.00</u>
	TOTAL:	\$854,547.27

b. The following additional vehicle costs:

1)	One (1) fully equipped patrol unit @ \$45,874	<u>\$45,874.00</u>
	TOTAL:	\$45,874.00

c. The following additional costs:

1)	Nineteen (19) sets of portable radios, uniforms, bulletproof vests and firearms - est. \$6,000 each	\$114,000.00
2)	Vehicle Maintenance - \$3,000 annual x 19 vehicles	\$57,000.00
3)	Radio Fees - for nineteen (19) radios x \$16.90 per radio per month x 12 months	<u>\$3,853.00</u>

TOTAL:\$174,853.00

TOTAL ESTIMATED COSTS FOR **THIRD YEAR** **\$1,075,274.27**

4. Total projected costs for law enforcement annexation: \$3,442,878.40

B. FIRE

The CITY shall be responsible for providing fire and rescue services to the annexed "Area" upon approval by the governing bodies of the CITY and COUNTY, and a subsequent favorable vote of the electorate of this Interlocal Agreement. Pursuant to Ch. 88-545, Laws of Florida, repealing subsection (4) of Section 2, Ch. 76-410, Laws of Florida, the CITY has the lawful authority to annex those portions of the Tice Fire District which are included in the annexed "Area".

The parties involved in the transition of fire services for the Dunbar and Belle Vue enclaves (City of Fort Myers and Tice Fire District), will follow the provisions of Florida law as set out at Section 171.093(4), F.S., for the transition of fire services from the Tice Fire District to the City of Fort Myers.

The County will share the statutory costs with the CITY for the CITY's and Tice Fire District's fire service transition, on a 50% - 50% basis for the four years as set out in Section 171.093(4), Florida Statutes.

SECTION VI **CODE ENFORCEMENT**

The CITY shall be responsible for providing code enforcement services to the annexed "Areas" upon approval by the governing bodies of the CITY and COUNTY, and a subsequent favorable vote of the electorate of this Interlocal Agreement. Code Enforcement will mirror Law Enforcement's Phase-In of Services plan and associated geographic boundary Areas within this Interlocal Agreement.

A. CODE ENFORCEMENT FOR ANNEXED "AREAS"

1. Goals: The CITY's code enforcement goals for the annexed "Areas" are as follows:
 - a. To create safe, attractive residential and business neighborhoods.
 - b. Assist the community in building pride, responsibility and involvement.
 - c. Improve property values and the quality of life.

2. Methods to Achieve Goals

- a. Eliminate all unsafe structures
 - 1) Securing of typical buildings will be performed by the CITY's Rapid Response Team within seventy-two (72) hours of complaint.
 - 2) If uncontested, the CITY can demolish an unsafe structure ninety (90) days after identification and proper notice.
- b. Enforcement maintenance standards: code enforcement is dispatched within two (2) hours to respond to complaints.
- c. Manage overgrown properties with Rapid Response Team: Typical overgrown lots will have trash removed, tree limbs cut to six (6) foot, and overgrowth cut to four (4) inches by the CITY's Rapid Response Team. Response is scheduled upon return receipt of 10-Day Notice postcard.
- d. Aggressive tag and tow program. Vehicles are targeted to be removed within three (3) weeks.
- e. Coordinate clean-up programs.
- f. Rental Property licensing and enforcement.

3. Implementation Schedule

- a. Code Sweeps - Street by street, in phases. Assessment, public education and community outreach.
- b. Self-Initiated Enforcement of most serious violations by priority. Health and safety,

crime-related, unsafe structure abatement, etc..
(Per Policy)

- c. Complaint Response - Most common violations: abandoned vehicles, trash and debris, wild growth, property maintenance, licenses and permits, etc..

B. ANNUAL OPERATING RESOURCES

1. Resources and Costs: In order to implement a smooth transition which will provide the annexed "Area" with similar CITY core level code enforcement services, the goals and implementation of those goals will require the following resources and costs:

a. Annual Personnel Costs:

One (1) FACE Certified Code Violation Officer	\$ 35,000.00
One (1) State Certified Building Inspector	\$ 50,000.00
One (1) Support Admin. Clerk	\$ 30,000.00
Other Admin. Mgmt. Costs	\$ 10,000.00

Total Annual Personnel Costs: \$ 125,000.00

b. Other Annual Operating Costs:

Unsafe Structure Abatement	\$ _____
Derelict Vehicle (Boat Tipping Fees)	\$ 10,000.00
Vehicle / Equipment Maintenance	\$ 10,000.00
General Operating Costs Percentage	\$ 20,000.00

Total Other Annual Operating Costs: \$ _____

c. Initial One Time Start-Up Costs:

Rapid Response Capital Equipment	\$ 70,000.00
Officer / Inspector Vehicles (2)	\$ 40,000.00
Computers (3)	\$ 10,000.00

Total One Time Start-Up Costs: \$120,000.00

2. Five Year Protection: (Including 08% Increase in Annual Costs / Year)

First Year	\$ 385,000.00
Second Year	\$ 280,000.00
Third Year	\$ 300,000.00
Fourth Year	\$ 320,000.00
Fifth Year	\$ 340,000.00

TOTAL FIVE YEAR PROJECTION COSTS: \$ _____

NOTE: Budget Does Not Include Equipment / Vehicle Replacement Costs.

3. Lee County Contributions Needed for Unsafe Structure Abatement:
\$ _____ Per Year for Five (5) Years.

SECTION VII SIDEWALKS, STREET LIGHTING, HOUSING

A. SIDEWALKS

1. a. For maintenance purposes, the COUNTY will maintain the sidewalks in the enclave areas for the first and second year after annexation. The COUNTY'S current service level for the cost of sidewalk repair and maintenance for the Dunbar/Belle Vue area is estimated at a not-to-exceed amount of \$2,000.00.
- b. In the third, fourth and fifth year after annexation, new sidewalks will be constructed by the CITY. The CITY will be responsible for all new construction and all maintenance on existing and new sidewalks in the same manner as sidewalks are presently constructed City-wide.
2. The COUNTY does not provide new sidewalks on a retrofit basis except through the Bicycle/Pedestrian Advisory Committee.

B. STREET LIGHTS

1. The installation of street lights will be phased in over a period of five (5) years. Phase-in will begin upon the date of annexation and conclude five (5) years following such date.
 - a. The CITY will provide maintenance to all lighting systems within the area, at the current service level for the first two (2) fiscal years after annexation, with no additional street lights added.

b. In the third, fourth and fifth fiscal year after annexation, the CITY will install 400-watt street lights spaced at a minimum of 400 feet apart.

1) In the annexed area of Dunbar, the CITY will install a total of 190 additional street lights over the third, fourth and fifth year after the annexation.

2) In the annexed area of Belle Vue, the CITY will install a total of 170 additional street lights over the third, fourth and fifth year after the annexation.

2. COUNTY does not provide area street lighting as a core service.

C. HOUSING

1. SHIP FUNDING - Grant funds are provided by the State of Florida on an annual basis to Lee County Human Services for housing rehabilitation. Upon annexation of the "Area", the Dunbar and Belle Vue enclaves will remain eligible to receive SHIP funding from Lee County for three years - FY 2003-04, FY 2004-05, and FY 2005-06. The COUNTY will give priority to the "Area" in determining SHIP fund allocation. Beginning FY 2006-07, the "Area" shall apply to the City of Fort Myers for SHIP funding.

** 2. City will examine use of Federal funding for Enhancement*

2. COMMUNITY REDEVELOPMENT AGENCY (CRA)-The CITY will establish a Community Redevelopment Area pursuant to Chapter 163, Part III, Florida Statutes, in the annexed "Area", after demolition by the CITY's Code Enforcement Department of any and all unsafe structures. The CRA will use tax increment finance revenues generated from the Community Redevelopment Area for continued improvement of the "Area", if taxable values increase to the extent that such revenues are generated. The COUNTY agrees to provide for the funding of the redevelopment trust fund for the above-referenced Community Redevelopment Area to the extent permitted by law, as provided in Chapter 163.387(1)(b), Florida Statutes.

3. HOME FUNDS-Contingent on the availability of HOME funds, Lee County will allocate 7.5% of future HOME funds for three (3) years, FY 2003-2004, FY 2004-2005 and FY 2005-2006, if the electorate approves the Interlocal Agreement.

a. Provisional funding.

- 1) Lee County will distribute the funds directly to the CITY on an annual basis in January for the fiscal years stated above.
- 2) The CITY agrees to, shall, and will, use the funds for eligible HOME Community Housing Development Organizations (CHDO) activities.
- 3) The CITY shall provide the funds to an eligible CHDO.
- 4) The CITY shall use any and all interest earned on HOME funds for eligible HOME CHDO activities.
- 5) The CITY shall comply with all applicable HOME and OMB Circular regulations.
- 6) The CITY agrees to and shall indemnify and hold the COUNTY harmless if HUD or an independent auditor determines that the HOME funds given to the CITY were not spent in compliance with the HOME and OMB Circular regulations.
- 7) The CITY shall pay the COUNTY an amount equal to any funds asked to be repaid by HUD or an independent auditor.
- 8) The CITY shall provide the COUNTY with any annual activities report and the portion of the CITY's annual independent audit that relates to the above HOME funds.
- 9) The CITY shall conduct any short and/or long term monitoring responsibilities; and all eligible activities must comply with 24 CFR Part 92.201.a.2 which states:
"The participating jurisdiction (Lee County) may only invest its HOME funds in eligible projects within its boundaries, or in joint projects within the boundaries of contiguous local jurisdictions which serve residents from both jurisdictions."
- 10) The CITY and COUNTY will enter into a HOME contract in order to receive these funds, pursuant to 24 CFR Part 504.

SECTION VIII UTILITIES

- A. Lee County Utilities (LCU) is a separate enterprise within Lee County government funded from utility revenues and does not subsidize the Lee County general fund. LCU currently provides water and wastewater utility service to areas within the City of Fort Myers, as well as in unincorporated Lee County. Annexation of the "Area", which is presently served by LCU, will not affect the water and wastewater utilities.
- B. At any time following annexation, CITY may acquire the COUNTY'S water and wastewater utilities at the then applicable costs.
- C. Transition Plan

LCU will continue to own, operate and maintain the water and sewer utility system within the "Area" during the transition. However, and if desired by the CITY as an option, the CITY may impose the statutorily authorized water/wastewater utility franchise fee of up to five percent (5%) of gross revenues within the CITY's "Area", which would be added to the CITY'S customer's utility bills by the County.

D. Wastewater Utility Transition Options

- 1. LCU will continue to own and operate the wastewater utility system within the annexed "Area". The level of service and rates provided by the COUNTY and CITY are similar.
- 2. The CITY purchases the wastewater utility system assets and customer base located within the annexed "Area", as marked in Exhibit "E" from LCU (using the same methodology used in Precinct 51 purchase) for \$1,148,523.00, escalated by CPI index on an annual basis after the implementation of this Agreement. An additional \$40,000.00 would be incurred by the CITY to upgrade the system to their SCADA system, for a total cost of \$1,188,523.00 if the option is exercised in the first year of the Agreement. The CITY and COUNTY shall share the electricity costs of the Ballard Road Master Pump Station based on their number of connections served by the master pump station. The CITY shall perform all other operations and maintenance for the wastewater utility after the CITY'S purchase of the infrastructure.

E. Water Utility Transition Options

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CAO DRAFT 10/22/02

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1. LCU will continue to own and operate the potable water utility system within the annexed "Area". The level of service and rates provided by the COUNTY and CITY are similar.
2. The CITY purchases the potable water utility system assets and customers base located within the annexed "Area" from LCU (including mains, distribution system, appurtenances, and customer accounts). The CITY shall provide at their cost, the necessary construction to physically disconnect the potable water system in the annexed "Area" from LCU and connect to the CITY's water system. The CITY shall provide necessary easements to the COUNTY, and pay the COUNTY to construct a new LCU 16" water transmission main to replace the existing 16" transmission main transferred to the CITY as part of the purchase, in accordance with the attached conceptual drawing, Exhibit F, hereto. The cost to the CITY is estimated to be \$2,626,080.00 escalated by the CPI index on an annual basis after the implementation of this Agreement. The CITY's construction costs are estimated to be \$1,002,949.00 for a total cost to the CITY of \$3,629,029.00, if the option is exercised in the first year of the Agreement.
3. The CITY purchases the potable water utility distribution system and retail water customer base and provides retail utility services (including distribution piping, meters and customer service) within the annexed "Area". LCU will retain ownership of the 16" transmission main system in the annexed "Area". Potable water will then be supplied to the annexed "Area" by the COUNTY under a wholesale arrangement. The cost for the CITY to purchase the retail water utility customer base is \$626,080.00, escalated by the CPI index on an annual basis after the date of this Agreement. The CITY will pay a monthly wholesale potable water fee, to the COUNTY, based on the combined retail potable water usage, plus ten percent (10%) allocation for leakage, and the COUNTY's then existing wholesale potable water rate.

SECTION IX ROADS, PAVEMENT, CURBS

A. Roads to be Overlaid

1. Upon annexation of the Area, the COUNTY will continue the Overlay Program within the enclaves of Dunbar and Belle Vue for a period of five (5) years.

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- a. Ten (10) streets have been identified as requiring resurfacing during the five (5) years of this Interlocal Agreement. The COUNTY agrees to resurface ten streets, or the equivalent square yard area (60,598 yd.²) on any of the proposed annexed streets, as agreed to by the CITY and the COUNTY, over this five-year period. The COUNTY may choose to provide the equivalent cost for the resurfacing based on the most current asphalt prices from the COUNTY resurfacing contract.
 - b. The CITY will be responsible for all other street maintenance, overlays, resurfacing, etc..
2. The CITY will assume responsibility of the Overlay Program at the beginning of the sixth year after annexation.

B. Street and Traffic Control Signs

1. Upon annexation of the Area, the COUNTY will replace the COUNTY's street signs with CITY street signs. The CITY agrees to pay the COUNTY \$19,300.00 for changing and replacing the signs.

2. Upon annexation of the Area, the CITY will maintain the traffic control signs in the Dunbar and Belle Vue enclaves at the CITY's expense.

SECTION X **SOLID WASTE**

The CITY will phase in the collection of solid waste from the "Area". Two (2) years after annexation, beginning October 1, 2005, the CITY will be solely responsible for the collection of solid waste in the Area.

The COUNTY will continue to charge customers in the Area for Solid Waste services in the same manner as the unincorporated COUNTY through FY 2005 (9/30/2005).

SECTION XI **PARKS AND RECREATION**

A. Recreation Programming

Neither the CITY nor COUNTY operate direct recreation programming within the proposed annexation Area. The residents of this Area are served through programs offered at the Stars Complex and programs offered at other CITY or COUNTY facilities. Neither entity excludes on the basis of residency, so the population of these areas would continue to be served with no changes or additional costs. Additionally, residents would continue to have access to all other CITY and COUNTY facilities and programs.

SECTION XII **DRAINAGE & ENVIRONMENTAL**

I. Cleaning of Drainage Structures

A. Cleaning:

The COUNTY will perform a COUNTY Core-Level of Service (CCLOS) maintenance event / cleaning of all necessary Municipal Separate Storm Sewer System (MS4) components, canals and ditches within the first year after passage of the referendum. Those MS4 systems, canals and ditches are:

1. Ditch from Ballard Road to New York Avenue
Co. No. (439, partial) CCLOS: Clean and Reshape
2. Ditch @ Michigan Avenue to New York
Co. No. (438, partial) CCLOS: Clean and Reshape
3. Zapato Canal, North from Ballard Road to Billy's Creek
Co. No. 474, CCLOS: NCM *
4. 10 Mile Canal, North from N. Colonial to Hanson Street

- Co. No. 1730, CCLOS: Spray and Mow
- 5. Ditch East of Kutak Lane N. to Hanson Street
Co. No. 929, CCLOS: NCM
- 6. Ditch @ Cargo Street, S. to North Colonial W/w
Co. No. 937, CCLOS: Clean and Reshape
- 7. Ditch East of Work Drive, S. from Hanson to N. Colonial W/w
Co. No. 936, CCLOS: Clean and Reshape
- 8. Thomas Avenue Ditch, East from Ford Street to Henderson
Co. No. 533, CCLOS: Clean and Reshape
- 9. Ditch between Cargo Street & Work Drive, runs East & West
Co. No. 932, CCLOS: Clean and Reshape
- 10. 2 Ditches, running East & West across Work Drive
Co. Nos. 934, 935, CCLOS: Clean and Reshape
- 11. Hanson Ditch, Runs East then North to Hanson Avenue
Co. No. 926, CCLOS: Clean and Reshape
- 12. Lucille Swale, between Louise & Michigan Avenue
Co. No. 472, CCLOS: Mow
- 13. Palmetto Canal, from MLK Blvd. South to Edison Avenue
Co. No. 532, CCLOS: Clean and Reshape
- 14. Ditch from Habitat for Humanity to Canal Street
Co. No. 1788, CCLOS: NCM
- 15. Palmetto Ditch, North from Canal St. to South St.
Co. No. 511, CCLOS: Clean and Reshape

* = Home Owner Association Maintained
 NCM = Not County Maintained

- B. The COUNTY will transfer to the CITY, all of the ownership rights, title and interest that the County holds in the above canal systems within the first year following the implementation of this Interlocal Agreement. The COUNTY agrees to conduct ownership and encumbrance (O&E) searches and reports for the subject properties prior to the issuance of County deeds or easements for the properties, and will provide copies of said reports to the CITY along with the deeds or easements, as appropriate. For those parts or portions of the canal system(s) where the COUNTY holds no legal ownership, the PARTIES will act in concert to determine such ownership, and the COUNTY will assist the CITY in obtaining any easements the CITY determines necessary for the integrated maintenance of its drainage system. If there are any costs associated with the CITY'S obtaining any such necessary easements other than CITY and/or COUNTY staff time, the PARTIES will meet upon that occasion for the purpose of determining any sharing of those costs.

- C. The CITY will be responsible for all other drainage structures' maintenance and cleaning.

SECTION XIII ENVIRONMENTAL ISSUES

1. The COUNTY will provide a map and written text description of the annexed Area as required by Florida Administrative Code (FAC) Chapter 62-624.700; Transfer of Operational Authority. Coordination for this transfer of authority shall occur on the Second Thursday of each month for twelve (12) months after execution of this Agreement, or until completed.
2. The COUNTY will provide the CITY with any incidental MS4 information associated with the Area, including; but not limited to, prior drainage studies, retrofit projects, maps or other hydrologic data obtained by any means, as well as the information required by FAC 62-624.600 2.(d) 1.a,c,d,e,g,h,l,m,o, and p.; and 62-600-2.(d), 2.(h) 2.a, as may be required by permit.
3. The COUNTY will provide the CITY with all data collected by the COUNTY regarding the Area as required by the Environmental Protection Agency's (EPA) and Department of Environmental Protection (DEP) Permit No. FLS 000035, both electronically and hard copies, including, but not limited to: Maps of the Municipal Separate Storm Sewer System (MS4), Major Outfall locations and inspections, Minor Outfall locations and inspections, receiving water bodies and their classifications, dry weather field screening records, high risk industrial facility inspections, illicit connection information and a listing of structural controls by type.
4. The transfer of all other Federal, State, or Local permits, including, but not limited to, permits issued by the Corps of Engineers, South Florida Water Management District and/or the DEP will occur during the first year of the implementation of this Agreement. Coordination meetings for any such transfers shall occur on the Second Thursday of each quarter at a time mutually agreeable to both PARTIES. Such permits to be transferred are those as listed below:

The COUNTY holds no other permits, except those as described in C.1, 2, and 3 above.

SECTION XIV LAND USE AND PERMITTING

- A. Local Government Comprehensive Plan

1. Upon annexation of the Area, the CITY will initiate all appropriate amendments to its local government comprehensive plan to assign land use designations to the properties annexed.
2. Until such time as the CITY local government comprehensive plan amendment(s) are adopted and become effective, the land use designations and the associated goals, objectives and policies as contained in the adopted Lee County Comprehensive Plan shall remain in full force and effect and apply to all properties located in the Area.

B. Development Review and Permitting

1. Until such time as the CITY local government comprehensive plan amendment(s) are adopted and become effective, the COUNTY will continue to accept, review and make determinations on all permits for development proposed in the Area.
2. In reviewing and making determinations for all permit applications, the COUNTY will apply the land use designations and goals, objectives and policies as included in the adopted Lee County Comprehensive Plan.
3. Immediately upon the effective date of the amendments to the CITY comprehensive plan, all acceptance, review and determinations for permit applications within the Area will become the responsibility of the CITY.

SECTION XV FUNDS RESTRICTION

The CITY agrees that any and all funds received from the COUNTY under this Interlocal Agreement will not be used for any other purpose or CITY business other than for those stated in the Interlocal Agreement.

SECTION XVI AMENDMENTS

Upon filing of the Interlocal Agreement with the Clerk of the CITY and the Clerk of the Courts for the COUNTY, neither the CITY nor COUNTY shall make any amendments, revisions or changes to the terms and conditions of this Agreement prior to the public hearing for consideration of adoption.

SECTION XVII NOTICES

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to the COUNTY at the Office of the County Manager, and the CITY, at the Office of the Mayor.

SECTION XVIII CONSTRUCTION

This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION XIX LIABILITY

The PARTIES agree that by execution of this Agreement, no PARTY will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for by Florida Statutes.

SECTION XX SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless remain in full force and effect.

SECTION XXI EFFECTIVE DATE

This Agreement shall become effective on October 1 following approval by the governing bodies of both the CITY and COUNTY, and a subsequent favorable vote of the electorate as provided for in ' 171.0413, F.S.

SECTION XXII TERMINATION DATE

The Agreement shall terminate upon the completion of all obligations of both CITY and COUNTY herein, or ten (10) years following the effective date, whichever first occurs.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

ATTEST:

CITY OF FORT MYERS

By: _____
City Clerk

By: _____
Mayor

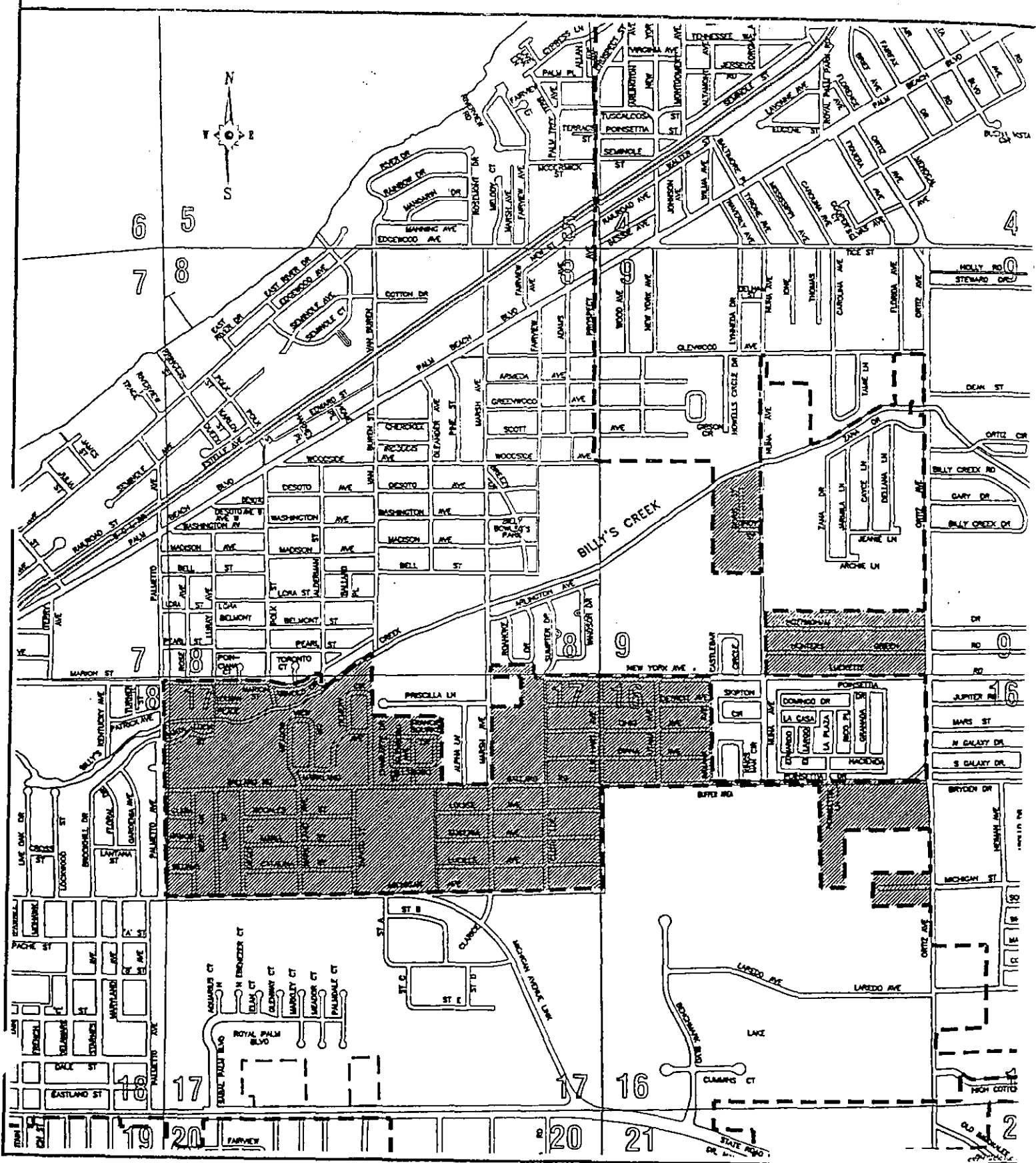
APPROVED AS TO FORM BY:

By: _____
City Attorney

"Area One" Belle Vue

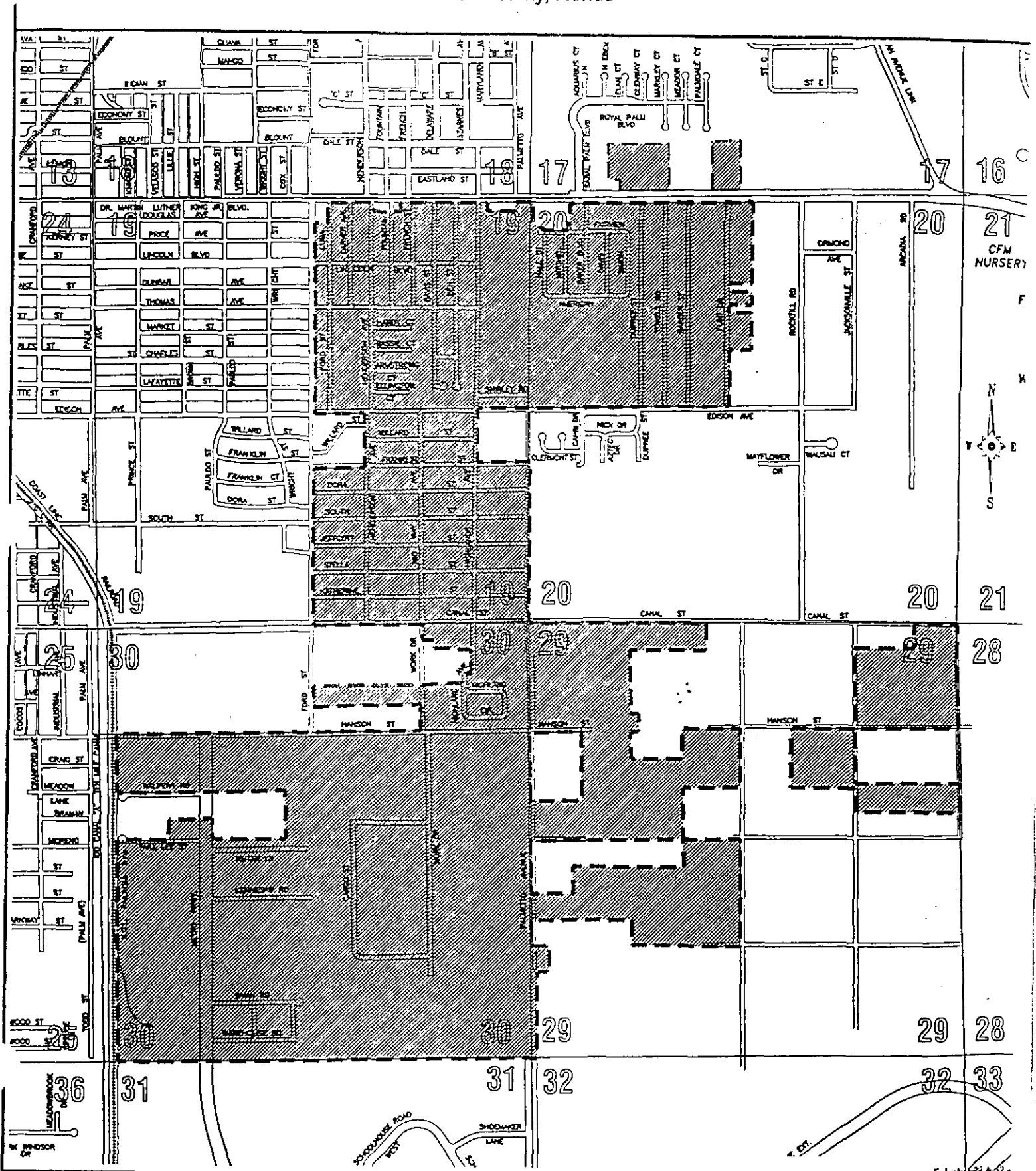
Sections 8, 9, 16 & 17, T.44 S., R.25 E.

Lee County, Florida



"Area Two" Dunbar

Sections 17, 19, 20, 29 & 30, T.44 S., R.25 E.
Lee County, Florida



DUNBAR/BELLEVUE ANNEXATION TIMETABLE

Dunbar/Bellevue Annexation Timeline

Date	Action
November 12, 2002	City Council Special Meeting
November 18, 2002	City Council Meeting - vote on referendum (citywide -v- enclave only) resolution and resolution for ballot language ^① [Enclaves only APPROVED by City Council 11/18/02] ^② *
* December 2, 2002	Lee County M&P (FYI) discussion on interlocal (REQUEST SPL. P.H. for 1/7/03)
December 3, 2002	Referendum and Ballot language deadline for Philinda Young
December 10, 2002	Meet with public (PR push)
December 11, 2002	Meet with public (PR push)
December 11, 2002	Planning Board Meeting
December 12, 2002	Meet with public (PR push)
December 16, 2002	City Council meeting - permission to advertise first public hearing for the annexation ordinance - subject to interlocal
December 16, 2002	City Council Meeting - permission to advertise <u>first public hearing for interlocal</u>
January 6, 2003	City Council Meeting - Public hearing - <u>adopt interlocal agreement</u>
January 6, 2003	City Council Meeting - 1st Public hearing/perm to advertise second public hearing on Ordinance
* January 7, 2003	<u>Lee County BOCC - adopt interlocal</u> (SPL PUBLIC HEARING)
January 21, 2003	City Council Meeting - 2nd public hearing - adopt Annexation Ordinance
February, 2003	Hold public outreach meetings re: interlocal agreement
March 4, 2003	<u>Referendum on Interlocal</u>
March 14, 2003	Referendum Ordinance can become effective

BELLE VUE / DUNBAR EFFECT ON A SAMPLE PROPERTY OF TAXES (AFTER ANNEXATION)

**BELLE VUE DUNBAR
EFFECT OF ANNEXATION ON PROPERTY TAXES**

Value of Home: \$75,000
Homestead Exemption: (25,000)
Taxable Value: \$50,000

	FY02-03 Millage Rate	Before Annexation	After Annexation	Difference
LEE COUNTY COMMISSION				
Lee County General Revenue	4.3277	\$216.39	\$216.39	\$0.00
Lee County Capital Outlay	1.0124	50.62	50.62	0.00
Lee County Library	0.9630	48.15	48.15	0.00
Lee County Unincorporated MSTU	1.2114	60.57	0.00	(60.57)
Lee County All Hazards	0.0733	3.67	0.00	(3.67)
LEE COUNTY SCHOOL BOARD				
Public School - State Law	5.9730	298.65	298.65	0.00
Public School - Local Board	2.5990	129.95	129.95	0.00
CITY				
City of Fort Myers	7.7816	0.00	389.08	389.08
FIRE DISTRICT				
Tice Fire District	3.0000	150.00	0.00	(150.00)
INDEPENDENT DISTRICTS				
West Coast Inland Waterway (WCIND)	0.0400	2.00	2.00	0.00
South Florida Water Management District (Levy)	0.5970	29.85	29.85	0.00
South Florida Water Management District (Everglades Restoration)	0.1000	5.00	5.00	0.00
Lee County Hyacinth Control (Homestead Exempt)	0.0327	2.45	2.45	0.00
Lee County Mosquito Control (Homestead Exempt)	0.3294	<u>24.71</u>	<u>24.71</u>	<u>0.00</u>
TOTAL		\$1,022.00	\$1,196.84	\$174.85

DEMOGRAPHICS OF AREAS

Demographic data, including population, age, household size, income, poverty, labor force/unemployment owner/renter occupancy, housing unit value/rent, housing unit type, and housing unit condition, from the 1990 Census or site inspection is shown in the tables following the two maps. The shaded rows indicate the geographical area under the common name of either "Dunbar" or "Belle Vue".

Population

STUDY AREA	TOTAL POPULATION
URBAN RESERVE AREA	59554
Dunbar	2562
Bellevue	2402

Income

TARGETED ANNEXATION AREAS WITHIN THE CITY URBAN RESERVE AREA	POPULATION	# HOUSEHOLDS	# FAMILIES	INCOME		
				HOUSEHOLD MEDIAN INCOME	FAMILY MEDIAN INCOME	PER CAPITA INCOME
URBAN RESERVE AREA	59554	23133	14473	\$22,131.00	\$26,530.00	\$11,804.00
Belle Vue	2402	647	576	\$21,831.88	\$22,249.72	\$6,625.41
Dunbar	2562	748	584	\$17,299.77	\$21,266.42	\$5,988.23

TARGETED ANNEXATION AREAS WITHIN THE CITY URBAN RESERVE AREA	# HOUSEHOLDS	HOUSEHOLDS WITH INCOME BY TYPE OF INCOME			
		WITH \$ EARNINGS	# W/SOCIAL SECURITY INCOME	# W/PUBLIC ASSISTANCE INCOME	# WITH RETIREMENT INCOME
URBAN RESERVE AREA	23133	17565	7326	2152	3189
Belle Vue	647	581	115	102	40
Dunbar	748	611	239	156	40

Owner/Renter Occupancy

TARGETED ANNEXATION AREAS WITHIN THE CITY URBAN RESERVE AREA	POPULATION	TOTAL # OF HOUSING UNITS	OCCUPANCY				
			OWNER OCCUPIED HOUSING UNITS	OWNER OCCUPIED AS A PERCENT-AGE OF TOTAL HOUSING UNITS	RENTER OCCUPIED HOUSING UNITS	RENTER OCCUPIED AS A PERCENT-AGE OF TOTAL HOUSING UNITS	# OF VACANT HOUSING UNITS
URBAN RESERVE AREA	59554	27287	11344	41.57%	11956	43.82%	3987
Belle Vue	2402	721	383	53.10%	262	36.41%	76
Dunbar	2562	857	493	57.53%	296	34.54%	68

Housing Unit Value/Rent

TARGETED ANNEXATION AREAS WITHIN THE CITY URBAN RESERVE AREA	TOTAL # OF HOUSING UNITS	OCCUPANCY		MEDIAN OWNER OCCUPIED HOUSING VALUE	MEDIAN RENTER OCCUPIED GROSS RENT
		OWNER OCCUPIED HOUSING UNITS	RENTER OCCUPIED HOUSING UNITS		
URBAN RESERVE AREA	27287	11344	11956	\$56,900.00	\$447.00
Dunbar	857	493	296	\$37,131.03	\$319.37
Belle Vue	721	383	263	\$40,581.46	\$464.27

Housing Unit Type

TARGETED ANNEXATION AREAS WITHIN THE CITY URBAN RESERVE AREA	POPULATION	TOTAL # OF HOUSING UNITS	HOUSING TYPE						
			SINGLE FAMILY 1 UNIT	SINGLE FAMILY AS A PERCENT-AGE OF TOTAL HOUSING UNITS	MULTI-FAMILY 2-9 UNITS	MULTI-FAMILY 10 + UNITS	MULTI-FAMILY AS A PERCENT-AGE OF TOTAL HOUSING UNITS	MOBILE HOMES	OTHER
URBAN RESERVE AREA	59554	27287	12961	47.50%	4854	7109	43.84%	2144	219
Dunbar	2562	857	622	72.58%	209	0	24.39%	0	26
Belle Vue	2402	721	619	85.86%	76	0	10.60%	20	5

Code Enforcement

VIOLATIONS

	#of Parcels	#of Structures	# of Vacant Lots	Unsafes	Major	Mod	Minor
Bellevue	869	780	167	58	40	80	271
Dunbar	1438	922	455	51	145	243	652
TOTALS	2307	1702	622	109	185	323	923

FINANCIAL SUMMARY OF ANNEXATION OF BELLE VUE AND DUNBAR ENCLAVES
CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT

Revenue and Expenditure Flow
 Revised June, 2002 for Taxable Values, Ties and Police updates
 Revised July, 2002 for Sales Tax and Municipal Revenue Sharing
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**FINANCIAL SUMMARY
 ANNEXATION OF BELLE VUE AND DUNBAR
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT**

*Comprehensive Draft - R
 After 10/31/2002 - Before Council Briefings*

	2003/04	2004/05	2005/06	2006/07	2007/08	TOTALS
	City of Fort Myers	City of Fort Myers	City of Fort Myers	City of Fort Myers	City of Fort Myers	City of Fort Myers
	Lee County Government	Lee County Government	Lee County Government	Lee County Government	Lee County Government	Lee County Government
REVENUES						
ADDITIONAL REVENUES DUE TO CITY FROM ANNEXATION AND EXPANSION OF CITY'S SOLID WASTE COLLECTION						
A. City of Fort Myers Millage - 7.7816						
1. Bellevue (Taxable value \$17,371,510 - Final 2002 projected at 96%)	129,771	129,771	129,771	129,771	129,771	648,855
2. Dunbar (Taxable value \$68,891,110 - Final 2002 projected at 95%)	514,640	514,640	514,640	514,640	514,640	2,573,168
B. Municipal Revenue Sharing Adjustment (02/03 Est)	87,640	87,640	87,640	87,640	87,640	433,080
C. FR&L Franchise (6%)	86,616	86,616	86,616	86,616	86,616	433,080
D. FR&L Public Service Tax (10%)	144,360	144,360	144,360	144,360	144,360	721,800
E. Municipal Gas Tax Adjustment (8th Cent)	0	0	0	0	0	0
F. Six Cents Sales Tax Adjustment (02/03 Est)	474,799	474,799	474,799	474,799	474,799	2,470,873
G. Communications Services Tax	19,000	19,000	19,000	19,000	19,000	95,000
H. Solid Waste Collection Program						
1. Residential - Dunbar (748 accounts X \$18/mo. X 12 mos.)						
2. Residential - Belle Vue (647 accounts X \$18/mo. X 12 mos.)						
3. Ten Percent Adjustment for Unoccupied Units						
4. Commercial						
POTENTIAL LOST REVENUES TO THE COUNTY						
A. Unincorporated MSTU (Millage Rate 1.2114)						
B. All Hazards (Millage Rate 0.0733)						
C. Six Cent Sales Tax						
D. County Revenue Sharing						
E. Electrical Franchise Fees						
F. Communications Services Tax						
G. Solid Waste						
1. Residential Costs						
a. Dunbar (Containers and Bins for 748 single family homes)						
b. Belle Vue (Containers and Bins for 647 single-family homes)						
c. Tipping Fee Surcharges						
d. Curbside Recycling						
e. Manpower Costs						
f. Fleet Costs (fuel, labor, parts, depreciation)						
g. Maintenance Costs (replace cans, bins, misc. repairs)						
h. Franchise Fees - Residential						
	(95,853)	(95,853)	(95,853)	(95,853)	(95,853)	(479,265)
	(5,799)	(5,799)	(5,799)	(5,799)	(5,799)	(28,895)
	(393,285)	(393,285)	(409,174)	(409,174)	(417,359)	(2,006,543)
	(72,749)	(72,749)	(77,202)	(77,202)	(78,745)	(378,585)
	(38,000)	(38,000)	(38,000)	(38,000)	(38,000)	(190,000)
	(19,000)	(19,000)	(19,000)	(19,000)	(19,000)	(95,000)
	(65,153)	(65,153)	(66,456)	(66,456)	(67,765)	(199,394)
	(56,355)	(56,355)	(57,482)	(57,482)	(58,632)	(172,469)
	(22,281)	(22,281)	(22,727)	(22,727)	(23,181)	(88,189)
	(5,000)	(5,000)	(5,100)	(5,100)	(5,202)	(15,302)
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	(8,011)	(8,011)	(8,177)	(8,177)	(8,335)	(24,517)
TOTALS						
	129,771	129,771	129,771	129,771	129,771	648,855
	514,640	514,640	514,640	514,640	514,640	2,573,168
	87,640	87,640	87,640	87,640	87,640	433,080
	86,616	86,616	86,616	86,616	86,616	433,080
	144,360	144,360	144,360	144,360	144,360	721,800
	474,799	474,799	474,799	474,799	474,799	2,470,873
	19,000	19,000	19,000	19,000	19,000	95,000
	161,568	161,568	161,568	161,568	161,568	484,704
	139,752	139,752	139,752	139,752	139,752	418,256
	(30,132)	(30,132)	(30,132)	(30,132)	(30,132)	(90,396)
	26,824	27,233	27,233	27,233	27,233	81,711
	(95,853)	(95,853)	(95,853)	(95,853)	(95,853)	(479,265)
	(5,799)	(5,799)	(5,799)	(5,799)	(5,799)	(28,895)
	(393,285)	(393,285)	(409,174)	(409,174)	(417,359)	(2,006,543)
	(72,749)	(72,749)	(77,202)	(77,202)	(78,745)	(378,585)
	(38,000)	(38,000)	(38,000)	(38,000)	(38,000)	(190,000)
	(19,000)	(19,000)	(19,000)	(19,000)	(19,000)	(95,000)
	(65,153)	(65,153)	(66,456)	(66,456)	(67,765)	(199,394)
	(56,355)	(56,355)	(57,482)	(57,482)	(58,632)	(172,469)
	(22,281)	(22,281)	(22,727)	(22,727)	(23,181)	(88,189)
	(5,000)	(5,000)	(5,100)	(5,100)	(5,202)	(15,302)
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	(8,011)	(8,011)	(8,177)	(8,177)	(8,335)	(24,517)

Revenue and Expenditure Flow
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Comprehensive Draft - R
 After 10/31/2002 - Before Council Briefings

**FINANCIAL SUMMARY
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 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT**

	2003/04		2004/05		2005/06		2006/07		2007/08		TOTALS	
	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government
2. Commercial Costs												
a. Manpower Costs												
b. Fleet costs (fuel, labor, parts, depreciation)												
c. Material Costs (dumpsters) - Start Up												
d. Tipping Fees												
e. Franchise Fees - Commercial					(1,199)		(1,223)		(1,248)		0	(3,570)
Total City Revenue and County Revenue	1,424,773	1,616,975	1,424,773	1,626,131	1,720,652	1,737,490	1,724,333	1,806,187	1,774,269	1,810,139	2,119,333	3,641,833

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City of Fort Myers	600,413 647,642	791,259 328,272	854,547 220,727	860,184 174,853	905,589 174,853	4,032,992 1,546,347
Lee County Government (15,000)	65,000 37,500	65,000 37,500	65,000 37,500			195,000 112,500
TOTALS						
City of Fort Myers	0	0	0	0	0	0
Lee County Government (75,000)	0	0	0	0	0	0
TOTALS						
City of Fort Myers	2,000	2,000	2,000	2,000	2,000	10,000
Lee County Government (15,000)	2,000	2,000	2,000	2,000	2,000	10,000
TOTALS						
City of Fort Myers	20,000 18,000	20,000 18,000	20,000 18,000	20,000 18,000	20,000 18,000	60,000 54,000
Lee County Government (75,000)	0	0	0	0	0	0
TOTALS						

- (3/4 of full time County Code Enforcement Officer Position)
(a) Abatement
- 2. SHIP Commitment from the County (Up to \$100,000 available to be applied for)
- 3. HOME Funds
- E. Law Enforcement
 - 1. Personnel
 - 2. Equipment
- F. Sidewalks, Street Lighting and Housing
 - 1. Sidewalks
 - a. Annual Costs
 - b. Maintenance
 - 2. Street Lights
 - a. Installation
- Dunbar (150 lights)
 Belle Vue (173 lights)
- G. Utilities
 - 1. Fire Hydrant Improvements - Lee County's CIP
 (Has this been done already? Delete the \$375,000?)

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	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government
H. Drainage												
1. Personnel	0		0		0		0		109,399		109,399	0
2. Start-Up Costs (Capital Outlay)					200,000		173,000				373,000	0
3. Maintenance												
a. Ongoing Commitment including chemicals	42,900		42,900		42,900		42,900		42,900		214,500	
b. Annual Maintenance Expense for Cleaning Canals		37,930		37,930		37,930		37,930		37,930		189,650
4. Environmental (NPDES Compliance)	30,000		30,000		30,000		30,000		30,000		150,000	0
I. Fire Protection - Tice 3.0 mills												
1. Bellevue (Assessed value \$32,947,880 - Final 2002)	49,422	49,422	49,422	49,422	49,422	49,422	49,422	49,422	49,422	49,422	197,687	197,687
2. Dunbar (Assessed value \$84,683,350 - Final 2002)	126,995	126,995	126,995	126,995	126,995	126,995	126,995	126,995	126,995	126,995	507,980	507,980
Total County Reduction in Responsibilities:												
Total Expenses (Including County Reduction in Responsibilities)	245,972	237,517	200,989	218,287	228,404	137,498	2,201,805	277,122	1,974,148	112,220	10,250,778	583,268
Net Balance (Revenues Minus Expenses)	(488,946)	(914,562)	(433,018)	(904,428)	(477,472)	(925,988)	(439,532)	(833,309)	(199,877)	(666,911)	(2,038,844)	(4,245,198)

*Negative Number Indicates Savings Due to Reduction in Responsibility Exceed Expenses

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	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government	City of Fort Myers	Lee County Government
Summary of Net Balance Figures												
CITY OF FORT MYERS												
Revenue	1,456,726		1,467,973		1,750,632		1,762,333		1,774,269		8,211,933	
Expenditures	1,945,672		1,900,989		2,228,104		2,201,865		1,974,146		10,250,776	
Total - (Revenues Less Expenditures)	(488,946)		(433,016)		(477,472)		(439,532)		(199,877)		(2,038,844)	
LEE COUNTY GOVERNMENT												
Lost Revenue from the Incorporation		(616,975)		(528,141)		(793,490)		(806,187)		(819,139)		(3,661,932)
Less Annual Expenditures to be Made		(362,387)		(343,087)		(341,087)		(238,587)		(62,170)		(1,347,317)
Subtotal - Lost Revenues and Expenditures*		(979,362)		(969,228)		(1,134,577)		(1,044,773)		(881,309)		(5,009,249)
Reduction in County's Financial Commitment**		64,800		64,800		208,589		211,465		214,398		764,052
Total		(914,562)		(904,428)		(925,988)		(833,308)		(666,911)		(4,245,197)
	City of Fort Myers and Lee County Government		City of Fort Myers and Lee County Government		City of Fort Myers and Lee County Government		City of Fort Myers and Lee County Government		City of Fort Myers and Lee County Government		City of Fort Myers and Lee County Government	
Summary of Investment in Community	2,308,059		2,244,076		2,569,191		2,440,452		2,036,316		11,598,093	

* The Combination of Lost Revenue and Additional Expenditures will Result in a Higher Negative Number.
 ** The Total of the Lost Revenue and Additional Expenditures is Reduced by the Savings Realized By No Longer Performing the Activities