

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

Blue Sheet No. 20031204

1. REQUESTED MOTION:

ACTION REQUESTED: Request Board adopt, by Resolution, an Administrative Code amending Administrative Code 11-12, setting forth the management of construction activities in County Rights-of-Ways and Easements.

WHY ACTION IS NECESSARY: To update constructions and utility construction activities in County-owned or maintained roadway or drainage rights-of-way and easements addressing residential connections, modifications and landscaping.

WHAT ACTION ACCOMPLISHES: Updates a procedure for Departments and Divisions.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # CW

A9A

3. MEETING DATE:

10-28-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE 11-12
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Transportation
- C. DIVISION
- BY: Scott M Gilbertson
Director

7. BACKGROUND:

In 1991, the Board of County Commissioners created Administrative Code 11-12. It has since become necessary to address conflicts with Lee County DOT roadway landscaping and new developments, as referenced in Section V, Paragraph P of the 1991 Administrative Code. The proposed revisions to AC-11-12 clarify these conflicts, as well as the permitting and inspection of residential driveway connections and other works in the County Rights-of-Way and Easements, through the addition of Section IX. Portions of the Administrative Code have been rewritten to better define activities in that they are governed by the Code. Also included, are the updated attachments of the applications, permit forms and restoration guidelines.

Attachments: Lee County Resolution to Adopt Amendment to Administrative Code 11-12
Proposed Amendment to Administrative Code 11-12

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A	B	C	D	E	F				G
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager
<i>10/14/03</i> <i>[Signature]</i>	N/A	N/A	N/A	<i>[Signature]</i> <i>[Signature]</i>	OA	OM	RISK	GC	<i>[Signature]</i> <i>10-14-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *10/14/03*
Time: *2:10*
Forwarded To: *Budget*
10/15/03

RECEIVED BY COUNTY ADMIN: *[Signature]*
10/15
1:35 pm
COUNTY ADMIN FORWARDED TO:
10/16/03

LEE COUNTY RESOLUTION NO. _____

A RESOLUTION OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS RELATING TO AMENDMENTS TO THE LEE COUNTY ADMINISTRATIVE CODE 11-12; PROVIDING FOR APPROVAL OF CERTAIN AMENDMENTS TO THE LEE COUNTY ADMINISTRATIVE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (“Board”) is the governing body in and for Lee County, a political subdivision and charter county of the State of Florida; and,

WHEREAS, the Board has previously enacted Lee County Administrative Code 11-12; and,

WHEREAS, Lee County Ordinance No. 97-23, Section III, allows and provides for amendments to the Lee County Administrative Code to be made by Resolution of the Board at a regularly scheduled Board meeting; and,

WHEREAS, certain amendments to the Lee County Administrative Code are now being proposed, and the Board finds that such proposed amendments are acceptable and serve a public purpose.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS that:

1. The above preamble is hereby accepted and approved as being true and accurate, and is adopted and incorporated herein as if set out further at length.
2. The proposed amendment to the Lee County Administrative Code 11-12

pertaining to the management of construction activities in County rights-of-way and easements are approved, and hereby directed to be incorporated into the Lee County Administrative Code as indicated in the amendment(s).

3. The provisions of this Resolution are severable, and it is the intention to confer to the whole or any part of this Resolution, the powers herein provided for, if any of the provisions of this Resolution shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the other remaining provisions of this Resolution.
4. This Resolution shall become effective immediately upon its adoption by the Board of County Commissioners.

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

DOUGLAS ST. CERNY _____
BOB JANES _____
RAY JUDAH _____
ANDREW COY _____
JOHN E. ALBION _____

DULY PASSED AND ADOPTED this _____ day of _____, 20____.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of County Attorney

**ADMINISTRATIVE CODE
BOARD OF COUNTY COMMISSIONERS**

CATEGORY: Transportation and Traffic Management	CODE NUMBER: 11-12
TITLE: <u>Utility Construction and Maintenance Activities in County Owned or Maintained Roadway or Drainage Rights-of-Way and Easements; Residential Driveway Connection on County Roads</u>	ADOPTED: 3/6/91
	AMENDED: 1/4/95; _____
	ORIGINATING DEPARTMENT: Department of Transportation

PURPOSE/SCOPE:

To govern ~~utility~~ or construction and maintenance activities in County owned or maintained roadway or drainage rights-of-way and easements.

POLICY/PROCEDURE:

I. ~~Regulated Activities~~ Applicability

- A. ~~Storm Drainage~~ Maintenance Facilities
- B. Utilities
- C. Relocations of Facilities
- D. Driveway/Curbcut Connections

II. Definitions

- A. Work
- B. County Engineer
- C. Permittee
- D. Permit
- E. Residential Driveway
- E.E. Utility

III. Location Plan/Sketch

- A. Commercial Construction Submittal
- B. Residential Driveway Construction Submittal

IV. Exemptions

- A. Overhead Facilities
- B. Area Lights
- C. Service Drops
- D. Buried Telephone House Services
- E. Pre-existing Easement or ~~Right-of-Way~~

V. General Provisions

- A. Permit Required
- B. Safety Procedures Required
- C. Maintenance of Traffic
- D. ~~Permittee Liable for Damages~~ Liability

- E. Relocation ~~at Permittee Expense~~
- F. Repairs ~~at Permittee's expense~~ Costs
- G. Other permits required
- H. Permit ~~approved upon payment of fees/bond~~ Fees and Bonds
- I. Final inspection
- J. ~~Time limits on permit~~ Permit Expiration and Extension
- K. Construction ~~must conform to standards~~
- L. Restoration of ~~right-of-way~~ work area
- M. Single side pole lines
- N. ~~Pruning of brush/trees~~ Vegetation maintenance
- O. Contractor proof of insurance

VI. Construction Specifications

- A. Poles and overhead cables
 - 1. Encroachment
 - 2. Pole placement
 - 3. Pole placement in urban areas
 - 4. Vertical clearance
 - 5. Pole guying
- B. Underground utilities
 - 1. Casings required
 - 2. Backfilling
 - 3. Disturbed areas
 - 4. Pavement Crossing s-perpendicular
 - 5. Open cuts
 - 6. Minimum cover
 - 7. Haul-away Excess Excavated Material
 - 8. Density tests
- C. Open cut policy
 - 1. Maintenance of Traffic
 - 2. One-way traffic minimum
 - 3. Detours
 - 4. Pavement restoration
 - 5. Density testing
 - 6. ~~48~~ hour Notice
 - 7. Inspection required
- D. Design Standards for Drainage construction/culverts
 - 1. ~~Design standards~~
- E. Residential Driveways

VII. Bond Requirements

- A. Bond required
- B. ~~Minimum bond~~ Amount
- C. Multiple permits
- D. ~~Surety requirements~~ Qualifications
- E. ~~Maintenance bond~~ Effective Period

VIII. Jack & Bore Specifications

- A. Jack & Bore defined
- B. Casing pipe is as conveyance pipe

- C. Casing pipe ~~is~~ as casing pipe
- D. Table 1 - Casing Specifications

IX. Residential Driveways

- A. Permit Required
- B. Drainage Connections
- C. Culvert Specifications
- D. Driveways
- E. Sodding
- F. Landscape Maintenance
- G. Culvert Inspections
- H. General Requirements for Drainage Construction

~~IX.~~ Variances

~~XI.~~ Reports and Forms

- A. Typical Right-of-Way Permit Application
- B. Typical Pavement Restoration Sketch and Guidelines
- C. Single Bond Form Typical Right-of-Way Bond for Multiple Permit
- D. Multiple Bond Form Typical Right-of-Way Bond for Single Permit
- E. Typical Right-of-Way Construction Permit
- F. Typical Residential Driveway Permit
- G. Trench Failure Repair Guidelines
- H. Alternative Materials Construction, Maintenance and Hold Harmless Agreement

XII Alternative Materials (Nonconforming) and Landscaping Materilas

LEE COUNTY

UTILITY CONSTRUCTION AND MAINTENANCE ACTIVITIES IN COUNTY OWNED OR MAINTAINED ROADWAY, OR DRAINAGE RIGHTS-OF-WAY AND EASEMENTS; CONNECTION OF SINGLE FAMILY OR DUPLEX RESIDENTIAL DRIVEWAY AND COUNTY OWNED OR MAINTAINED ROADWAY

POLICY

The following terms and conditions will govern utility construction and maintenance activities on County owned or maintained roadway right-of-way, or drainage rights-of-way or and easements.

- I. Applicability. Activities ~~which~~ that are subject to these terms and conditions include, but are not limited to, the following:
 - A. Miscellaneous Facilities. Installation or removal of storm drainage pipe, monitor wells, roadway lighting, landscaping or sod, horticultural maintenance, fence, bollard or fixed objects such as rocks, landscaping ties, and fill dirt, including related work such as connections, extensions or repairs.
 - B. Utilities. Installation or removal of any private or public utility service or distribution line whether overhead or underground.
 - C. Relocation of Facilities. Existing facilities to be permanently relocated to another location within the roadway right-of-way or drainage right-of-way, whether caused by a betterment program of the right-of-way user or by County construction; a A permit is required to show the new position of the facility involved.
 - D. Driveway/Curbcut Connections. Any alteration of the grade or elevation by filling, excavating or regrading including headwalls, terraces; commercial driveway curbcuts and residential driveways; or replacement of existing material or soil with another material.

II. Definitions. The following terms are defined for the purpose of this Policy:

- A. "Work" means all utility construction and construction-related activities which take place within County owned or maintained roadways, or drainage rights-of-way and or easements. Work includes dewatering, excavating, backfilling, installation or removals of any kind such as landscaping, horticultural maintenance, posts, rocks, plantings, or fences. Also included in the meaning of the word "Work" are also includes any repairs, alterations or relocation of any existing facility, embankment or structure. However, "work" does not include the installation of mailboxes.
- B. "County Engineer" is means the Florida Registered Professional Engineer designated by Lee County to act as its official representative for engineering matters, or his designee. who is also a Florida Registered Professional Engineer.
- C. "Mailboxes" means a receptacle that is placed in accordance with U.S. Postal Service regulations. In addition, the support for a mail or newspaper delivery box must be of a suitable breakaway or yielding design, and any mail or newspaper delivery box placed in an unsafe or hazardous location, as determined by the Department of Transportation, can be removed by the Department of Transportation at the property owner's expense.
- D. "Permit" is means the official Lee County Right-Of-Way Construction Permit or Driveway Permit form as applicable, and any relevant attachments.
- E. "Permittee" is means the person, company or organization to whom a permit has been issued. A permit will may only be issued to a property owner, duly authorized contractor or a utility franchise as facility owner.
- F. "Residential driveway" means and refers to driveways specifically intended to serve single family or duplex residential dwellings.
- G. "Utility" means any pole, line, pipeline, duct, cable, monitor wells or other related facility for any water line, sewer line, force main, electric powerline, telephone, cable television or similar service.

III. LOCATION PLAN/SKETCH

A. Commercial Construction Submittal.

Two copies of a location sketch shall must accompany the application for commercial construction. It shall The sketch must be a plan view with sections or details as necessary to fully explain the proposed work, to be accomplished. (If an approved development order exists, 2 copies of the "stamped approved" development order stamped plans shall must be provided.) It is desirable that this The proposed plan must be to scale, on a sheet (24" X 36" max and use a scale sufficient to clearly identify the extent of the proposed project.) folded to a size not to exceed 9" X 12". It shall The plan must show the edge of pavement, (graveled roadways right-of-way shall also must show approximate centerline), the roadway, or drainage right-of-way or easement line and the distance to the nearest intersecting public roadway. The relative location of other R-O-W right-of-way users shall must be shown for each roadway being paralleled or crossed. The location of signal poles, guys, signing, drainage structures, existing utilities or other improvements within 10 feet of the centerline, measured from the edge of the proposed work, shall must also be shown.

It shall further The plan/sketch must also show any and all utility and/or drainage easements in the area shown in encompassed by the plan/sketch plan, such as a parallel easement outside of the right-of-way, whether or not said this easement is to be occupied by the proposed utility to be permitted. First consideration shall will be given to utilizing easements outside the right-of-way.

The County Engineer may require the applicant to submit a cross-section to be included which shall showing the roadway width, right-of-way width, depth of existing and proposed underground installations, distance from roadway centerline to centerline of drainage ditch, vertical clearance of existing and proposed

overhead crossings and any other pertinent information.

Include a A simple key map showing the location of the proposed construction either on the sketch itself, or as a separate sketch is required. The key map must show the location of the nearest intersecting County roadway.

The plan shall must be as simplified and concise as possible, yet show all routings, details, elevations, and dimensions pertaining to the proposed construction. The proposed work shall must be clearly shown; and easily identified.

B. Residential Driveway Construction Submittal

A residential driveway permit application must be submitted to Lee County Development Services Division on the appropriate form. A complete permit application includes the following:

1. Property owner's name, current address and phone number.
2. Contractor's name, current address, phone number and license number.
3. The physical address and STRAP number for the proposed driveway connection.
4. Sketch or other appropriate document depicting the proposed location for the driveway connection.
5. Documentation evidencing entitlement to a driveway connection at the proposed location.
6. Authorization from the adjacent property owner allowing the contractor to obtain the requested permit.

IV. EXEMPTIONS

The following types of construction/installations shall ~~be~~ are exempt from the permit application/issuance requirements of this policy, provided the work does not require maintenance of traffic. See Paragraph V.C.. However, construction/installation requirements herein must be met whether or not a permit is required. Exemptions are only allowed for entities with other existing permits.

- ~~A. Overhead Facility. Improvements to or betterment of existing overhead facilities, provided the facility remains in the existing location. Any relocation of poles or structures will require a permit. A relocation is defined as moving a pole or structure by more than ten feet (10') measured longitudinally or parallel to the existing line, or by more than three feet (3') measured transversely to the existing line. Raising or lowering a line does not constitute a relocation.~~
- ~~B. Area Lights. Installation of an area or security light for illumination of private property provided the light is mounted on an existing pole and provided the light pattern is directed away from the highway toward the private property.~~
- ~~C. Service Drops. Aerial services, secondary or primary drops, emanating from or attaching to an existing service pole or existing joint use pole, leaving the right-of-way and not crossing the roadway or canal.~~
- ~~D. Buried Telephone House Services. Buried utility services from existing facilities located within five feet (5') of the exit-side right-of-way line, to one or two family residences on the same side of the travelway provided that such utility service lines shall be a minimum of twelve inches (12") deep except under a drainage ditch swale or canal. See Paragraph VI, B7: B.6.~~

~~The following types of construction/installation shall be exempt from this policy:~~

- ~~A. Installation of a utility in a pre-existing easement or right-of-way belonging to the same utility~~

~~company installing the utility, where a County road or canal was built within said pre-existing easement. However, notification of the Department of Transportation of the work and schedule is requested.~~

~~B. Installation of a utility in a pre-existing easement or right-of-way, where the County acquired the land interest for the purpose of utility use. However, notification of the Department of Transportation is requested.~~

V. GENERAL PROVISIONS

A. Permit Required. A Permit for the placement of a utility allowing work within the County right-of-way is a license for permissive use only, and the placing Placement of the facilities upon public property shall does not operate to create or vest any property right in the Permittee. Likewise, no vested right is created with respect to an exemption from this code.

B. Safety Procedures. During construction, the Permittee ~~shall at all times have in effect any and must establish, erect and maintain all safety procedures and devices as may be necessary to properly protect vehicular and pedestrian traffic upon the road right-of-way, and to warn and safeguard the traveling public against injury or damage resulting from the operations of the Permittee that may result from Permittee activity.~~ The Permittee shall must place and maintain applicable warning devices according to the regulations and provisions of the Florida Department of Transportation's Roadway and Traffic Design Standards (most current edition), Standard Index 600 Series and Part VI of the Manual on Uniform Traffic Control Devices, most recent edition.

C. Maintenance of Traffic. The Permittee ~~shall must~~ conduct his construction operations so to minimize that there shall be minimal interference with, or interruption of, traffic upon and along the roadway. The County Engineer may specify additional details in connection with the maintenance of traffic, and sSuch specifications shall be complied with by the Permittee will be deemed a condition of the permit and mandate compliance by Permittee.

All traffic lanes on arterial and collector roadways, ~~so designated on the trafficways map, shall must~~ be kept open to traffic from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. unless otherwise approved by the County Engineer. Additional lane closure restrictions may apply on certain high volume roads.

~~On rRoadways with four or more traffic lanes, two lanes (one lane in each direction) shall be kept~~ must keep two lanes (one lane in each direction) open to traffic at all times, unless otherwise approved by the County Engineer.

Where the location of work or equipment is within the travelway or within fifteen feet (15') of the edge-of-pavement the Permittee ~~shall must~~ submit a Maintenance of Traffic Plan for review and approval.

D. Liability. A Permit is granted with the specific understanding that the Permittee ~~shall be is~~ responsible and liable for all accidents, damage or injury to persons or property resulting from the construction activity legally chargeable to ~~said~~ Permittee. The County, ~~the Board of County Commissioners and all of its employees, officers or agents shall may~~ not be held liable for any loss, injury or damage caused by the acts, conduct or operations of the Permittee, his agents or employees in connection with the construction activities in the County roadway, or drainage rights-of-way or easements.

E. Relocation Expense. Where, in the judgment of the County Engineer, the Permittee is required to remove, relocate or change its facilities, such movement, relocation or change ~~shall will~~ be at the sole expense of the Permittee.

F. Repair Costs. Any damage to drainage structures, roadbeds, trees, pavements and other roadway appurtenances ~~shall will~~ be repaired at the expense of the Permittee. No portion of the pavement of any roadway ~~shall may~~ be disturbed, except in case of emergency, without prior permission of the County Engineer. Upon completion of any work within limits of the roadway all disturbed portions ~~shall will~~ be replaced in such a manner as shall be acceptable to the County Engineer.

- G. Other Permits Required. For work within corporate limits of any city or other governmental authority, the Permittee ~~shall be~~ is responsible for securing and ~~shall secure~~ any other permits necessary or required by law.
- H. Fees and Bonds. The Permit ~~shall not become~~ is not effective until all fees ~~have been~~ are paid and a bonds ~~have been~~ is approved by the County Engineer. In case of an emergency, a Permit Application must be submitted after-the-fact within one business day of the time the emergency repairs were begun. An emergency is defined as an unforeseen combination of circumstances such as a storm, traffic accident, or line break, which results in a state ~~that calls for~~ requiring immediate action to restore service, prevent further property damage, or eliminate a hazard.
- I. Final Inspection. A final inspection will be made by the County Engineer, or his designated inspector, upon completion of construction. Inspections may also be made at any other time during the construction, as may be deemed necessary.
- J. Permit Expiration and Extension. ~~The A Permit will expire if the work proposed has not been completed and accepted within~~ is valid for ninety (90) days, or as otherwise specified in the Permit, following from the date of issuance unless an alternate expiration date is specifically stated on the face of the Permit. All work must be completed and approved by DOT prior to expiration of the Permit. Requests for time extensions may be approved by the County Engineer. If no time extension is granted, work not completed within the time limits specified ~~shall will~~ require the issuance of a new Permit, and a An additional permit fee and a renewal bond may be required.
- K. Construction Standards. All construction, materials, and testing ~~shall~~ must conform to or exceed Lee County standards in effect at the time of construction.
- L. Restoration of Work Area. ~~The right-of-way roadway or easement area shall~~ must be restored by the Permittee within sixty (60) days after substantial completion of construction. Failure to do so may result in forfeiture of the bond or inability to obtain additional permits.
- M. Single Side Pole Lines. The County discourages the use of both sides of right-of-way corridors for pole line construction. A joint use pole on one side of the roadway is preferable. If a joint-use agreement does not exist, or if the requesting utility requires a separate pole line, the County ~~requires that will require~~ each utility to occupy a separate corridor except where undue hardship can be shown is proven to exist. Only under extreme circumstances will the County permit the presence of two separate pole lines within the same utility corridor.
- N. Vegetation Maintenance. The issuance of a right-of-way construction Permit ~~shall~~ constitutes County approval for the Permittee to prune any bushes or trees ~~which that~~ overhang County easements and ~~rights-of-way and roadways~~ or interfere with any overhead lines or poles. However, in no case ~~shall~~ may clearing and/or grubbing be allowed unless specifically permitted by the County.
- O. Proof of Insurance. The contractor must provide proof of general liability insurance in the amount of \$500,000.00.
- P. Landscaping Reimbursement. If construction by Permittee requires removal or relocation, in whole or part of existing landscaping or irrigation components within the County right-of-way, then Permittee/Developer must reimburse the County. The amount of reimbursement will be the assessed value of the affected landscape/irrigation components, including but not limited to, plant materials, irrigation system equipments, signs, lighting, electrical equipment, decorative paving and fencing prior to removal or relocation as determined by an independent appraiser. This independent appraiser must be approved by the County prior to conducting the appraisal. The Permittee/Developer is responsible for all costs associated with the appraisal.

VI. CONSTRUCTION SPECIFICATIONS

A. Poles and overhead cables

1. Encroachment. In rural areas, pole lines shall must be placed as close to the right-of-way line as practicable but may encroach by as much as six and one-half feet (6½').
2. Pole Placement. Poles shall must be placed no closer than five feet (5') from existing paved or unpaved driveways or intersecting roads unless otherwise approved by the County Engineer.
3. Pole Placement in Urban Areas. In urban areas having sidewalks and curb and gutter, the County may allow poles to be placed in the soil area between the sidewalk and the curb provided that the face of the pole shall be is not less than two and one-half feet (2½ ') from the face of the curb.
4. Vertical Clearance. A minimum vertical clearance of eighteen feet (18') measured at the centerline or profile grade line is required when cable or wire is suspended across any roadway, improved or unimproved.
5. Pole Guys. Where overhead crossings are present, poles or standards supporting the overhead facility must be properly guyed to insure against excessive sagging of the facility crossing.

B. Underground Utilities

1. Casings. Utility lines ~~having with an inside a nominal~~ diameter of more than two inches (2") which that will cross under the roadway shall must be placed in casings ~~so~~ that will allow the utility line may to be removed for repair without disturbing the subgrade. The casing shall must be of adequate strength and of sufficient length to extend a minimum of four (4) feet beyond each edge of the roadway surface, or a minimum of two feet (2') beyond the back of curb/gutter sections.

Where specific approval has not been granted by Lee County DOT for an open cut, placement must be by jack & and bore. Open cutting without approval may subjects the Permittee and/or its Contractor to all applicable legal penalties including, but not limited to, revocation of continued right to receive permits. Permittee shall must coordinate details of all jack & and bore activity over four inches (4") in diameter with Lee County DOT, i.e., dewatering, traffic control, etc.

Installation of a new water line or other pressure line longitudinally under a travel lane is discouraged. However, when a new water line or other pressure line is permitted to run longitudinally under a travel lane or auxiliary lane of a roadway, the utility shall must either be in a casing or shall be a minimum Class 50 Ductile iron Pipe or Class C900 PVC DR 18 Pipe, with mechanically restrained joints. For other requirements on approved utility piping materials in a right-of-way roadway, refer to the Development Standards Ordinance (DSO) LDC Chapter 10.

On unpaved roads, the placement of cables, pipe lines, and casings by open-cut may be allowed. All backfilling shall must be done with suitable material, tamped in layers not to exceed six inches (6") in accordance with County standards. Backfill material in the existing or proposed roadway shall must be compacted to 98% density (AASHTO T-180, Modified Proctor). Surface restoration shall must be equal or better than existing.

2. Backfilling. Backfill material placed in trenches within the right-of-way, but not under the roadway shall must be compacted to ninety-five percent (95%) density test (AASHTO T-180, Modified Proctor). All work shall must be done in a workmanlike manner and the ground restored to its original condition or better.

Backfill material placed in trenches within the right-of-way, but more than twelve feet (12') from the existing or future edge of pavement, measured horizontally, shall must be compacted to match the surrounding material.

3. Disturbed Areas. Disturbed areas outside the roadway, ~~four feet (4') wide or less,~~ shall be seeded with grass seed, or sodded. ~~Disturbed areas wider than four feet (4') shall~~ must be treated in any

of the following ways: seeded with grass, or seeded and mulched; or sodded. Two feet (2') minimum of sod is required adjacent to roadway or concrete structures; additional sodding may be required at the discretion of the County Engineer. Slopes that are 3:1 or greater must be sodded.

4. Pavement Crossing. Crossings of paved roads shall must be perpendicular to the center line of the roads, unless permission for a variance is granted by the County Engineer.
5. Open Cuts. Open cuts shall must be made according to the Trench Detail attached to the approved Permit.
6. Minimum Cover. Any utility placed below the surface of the natural ground, stream bottoms or drainage canals and ditches shall must be placed so that the distance, as measured from the lower of the design grade or the natural ground to the uppermost part of the utility, shall is not be less than thirty inches (30") unless otherwise specifically authorized.
7. Excess Excavated Material. ~~Removal of All~~ excavated material in excess of the quantity required for backfill shall ~~be hauled away from the site by the Permittee at his cost and expense; must be approved in accordance with the LDC.~~
8. Density Tests. Unless waived, density tests of backfill, subgrade, and/or base compaction will be required at the expense of the Permittee. Tests shall must be made by an independent testing laboratory; and shall be signed and sealed by a Florida Registered Professional Engineer.
9. Technical Specifications. Any water and sewer lines installed in a County owned or maintained rights-of-way or easement must comply with the current water and sewer technical specifications of the utility franchisee for maintenance.

C. Open-Cut Policy

Open-cut trench excavation may be permitted at the discretion of the County Engineer as an exception to the general policy of jack and bore. Ordinarily open-cut trench excavation will only be considered for local streets and access roadways. However, upon furnishing adequate documentation and supporting information, the County Engineer may, in his sole discretion, allow such an open-cut on collector or arterial roadways. Where the County does permit open-cut, the following terms and conditions shall apply:

1. Maintenance of Traffic. Maintenance of traffic procedures shall must be in strict compliance with Florida Department of Transportation "Roadway and Traffic Design Standards" (latest edition), Standard Index 600 Series and Part VI of the MUTCD, most recent edition.
2. One Way Traffic Minimum. At all open-cut crossings, a minimum of one-way, single lane traffic shall must be maintained during the daylight hours and two-way traffic at night unless a detour has been approved by the County Engineer.
3. Detours. If a detour is required, a detailed traffic control and routing plan shall must be submitted for approval by the County Engineer. A site inspection and approval by a Lee County Department of Transportation Inspector is required prior to opening the detour.
4. Pavement Restoration. Replacement of fill, base, and surface course shall must be in accordance with approved pavement restoration specifications.
5. Density Testing. Density tests of subgrade and base compaction will be at the expense of the Permittee. Tests will must be made by an independent testing laboratory, and shall be signed and sealed by a Florida Registered Professional Engineer. A copy of all density test reports shall must be furnished to the County inspector on the job site at the time the tests are made. Copies of asphalt and concrete delivery tickets shall will also be furnished to the County.
6. Notice. The Permittee shall must notify the County twenty-four (24) hours in advance of starting

work and/or inspections.

- 7. Inspection. All work will be inspected by the County, ~~and shall be approved prior to~~ Prior County appraisal is required before backfilling, base replacement and paving.
- D. Design Standards for Drainage Connections/Culverts
 - 4. Design and construction shall must be in accordance with ~~the Development Standards Ordinance:~~ LDC Chapter 10.
- E. Residential Driveways. Residential Driveway Specifications are defined in Section IX of this Administrative Code.

VII. BOND REQUIREMENTS

~~When a A Permit is to be issued to a recognized utility company as owner, no bond is required: does not require a bond.~~ When a Permit is to be issued to a contractor or property owner, other than a utility company, the following conditions shall apply:

- A. Bond Required. In order to assure full and faithful compliance with all of the terms, conditions and obligations of the Permit, the Permittee shall must provide a Right-of-Way Permit Bond in the amount of one hundred ten percent (110%) of the estimated construction costs, for each permit issued, or a Right-of-Way Permit Bond covering multiple permits. Such bond or bonds shall must be in a form acceptable to the County (samples attached).
- B. Minimum Amount. The minimum bond for any construction within a County roadway, or drainage easements or right-of-way shall ~~be is~~ \$5,000.00. The County Engineer may, at his discretion, require additional surety for any open cut trench excavation or other high impact construction. The actual bond sum, if greater than \$5,000.00, shall will be set at the time the Permit application is approved for issuance.
- C. Multiple Permits. A Right-of-Way Bond covering multiple permits in the amount of \$25,000.00, may be presented. The County Engineer may, at his discretion, require additional surety for any type of open-cut.
- D. Surety Qualifications. The Right-of-Way Permit Bond must be underwritten by a Surety qualified and licensed to do business in the State of Florida. No permit shall may be issued, or work commenced, ~~and no work shall commence, until the said an appropriate bond has been is~~ submitted to and approved by Lee County.
- E. Effective Period. After inspection and acceptance of completed work, ~~such a bond may be reduced;~~ ~~However,~~ the County will require the permit bond shall stay to remain in effect during a ~~one (1) year~~ nine (9) month warranty period (unless otherwise specified).

VIII. SPECIFICATIONS FOR UTILITIES WHEN JACKING AND BORING UNDER COUNTY ROADS JACK AND BORE SPECIFICATIONS

Pipe Specifications:

- A. "Jack and Bore" Defined. The term "jack and bore" is described as any method of underground utility crossing by jacking, driving, pushing, boring, tunneling, pulling or any combination thereof; ~~but shall~~ excludes open-cutting, trenching, or jetting, which are ~~not allowed~~ prohibited. "Push-pull" or any other method of crossing which that does not include removal of the earth material from the space to be occupied by the utility, may be used only for utility crossings two inches or smaller in size.
- B. Casing Pipe is as Conveyance Pipe. Where the casing pipe is to the prime conveyance pipe, ASTM A-139 Grade "B" Specification for Electrical Fusion Arc Welded Steel Pipe -- Straight or Spiral Seam shall governs.

- C. Casing Pipe is as Casing Pipe. Where the casing pipe is to will enclose the conveyance pipe, ASTM A-139a Specification for Welded Steel Pipe shall governs.
- D. Table 1 - Casing Specifications

Outside Minimum Diameter (inches)	Allowable Gauge (AWG)	Maximum Length Allowed To Bore		
		Sandy Soils (feet)	Clayey Soils (feet)	Wet Sand & Gravel (feet)
12 & smaller	.188	150	120	100
16	.250	150	120	90
18	.250	110	110	70
20	.250	110	90	65
24	.250	100	80	60
30	.312	100	80	60
36	.375	100	80	60
42 & greater	.500	100	80	60

NOTE: Casing pipes shall ~~must~~ extend ~~not less than~~ a minimum of two (2) feet beyond the back edge of curb in urban sections and ~~not less than~~ a minimum of four feet (4") beyond the edge of pavement in rural sections.

Where jack & bored pipe is used as a casing, the carrier pipe flanges, bells, or couplings must clear the inside diameter by at least two inches (2").

For utility crossings two inches (2") or smaller in size, Schedule 40 or stronger PVC pipe may be used.

IX. RESIDENTIAL DRIVEWAYS

This section only applies to driveways for single family and duplex residential units.

The intent of this section is to allow the permitting and inspection of residential driveway connections and residential drainage modifications (piping in the front yard) for single family homes and duplexes.

A. Permit Required

1. No individual, firm or corporation may install culvert pipe or other drainage structures, including sod, within a county maintained rights-of-way or easement without first obtaining a county driveway permit. Driveway permits are obtained at the offices of Community Development. Permit fees will be collected and determined by the Department of Community Development. Residential driveway permits expire twelve (12) months from the date of application. A permit is not required if a culvert pipe is installed by county forces. All pipe and other drainage structures must be set to line and grade approved by the County Engineer or his designee. The Engineering Division of Lee County Department of Transportation will stake all driveways/as necessary to set the proper grades and determine the proper pipe diameter and pipe material for any drainage work to be done in the county right-of-way.
2. The submittal requirements for a residential driveway permit are set forth in Section III.B above.

B. Drainage Connections. Residential driveways must maintain the existing roadside drainage conveyance. The driveway permit will specifically identify construction requirements necessary to maintain the drainage conveyance as determined by the County based upon actual field conditions. Typically, one of two

conditions will exist.

1. Drainage swale that does not require a driveway culvert. A driveway culvert is typically not required where the drainage swale is less than 0.7' below the edge of the road surface.
2. Drainage swale requiring a driveway culvert. A driveway culvert is typically required where the drainage swale is greater than 0.7' below the edge of the road surface.

C. Culvert Specifications.

Pipe material installed in accordance with current edition of Florida Department of Transportation Standards for Road and Bridge Construction and related indexes.

1. Catch Basins. The need for a catch basis will be determined by the County Engineer. If required by the permit approved construction must be in compliance with the current edition of Florida Department of Transportation Standards for Road and Bridge Construction and related indexes.
2. Miter End Sections. Any miter end sections required by the permit must be in compliance with the current edition of Florida Department of Transportation Standards for Road and Bridge Construction and related indexes.

D. Driveways. All driveways must be constructed so that no part of the driveway (excluding the transition) between the edge of roadway pavement and right-of-way line is closer than five feet (5') to the side lot line as extended perpendicular to the centerline of the road.

All driveways must be sloped or swaled so that runoff water from driveway and roadway does not flow along the pavement edge adjoining the road and drive.

All driveways must have a paved, concrete or asphalt connection apron that is a minimum of four feet (4') wide from the edge of the existing roadway pavement.

Asphalt residential driveways must have a minimum of six inch (6") limerock base and one inch (1") asphaltic concrete surface.

E. Sodding. Sod may be placed in the right of way from the edge of pavement to the property line in accordance with the lines and grades established by the County Engineer or his designee on the face of the Permit.

F. Landscape Maintenance or Alteration. Any horticultural maintenance, with the exception of sod maintenance, must be permitted by DOT and done in a horticulturally correct manner.

G. Culvert Inspections. All pipes inspected by the County will be within +/- one half inch (1/2") of permitted grade.

Concrete pipe will be cemented well enough to insure a water tight seal around seams or joints.

Pipes other than concrete pipes will have the joints or seams sealed by the proper method for that particular pipe or a method approved by the Lee County Department of Transportation

H. General Requirements For Drainage Construction. All drainage grades will be determined by the County prior to construction. Culverts or swale forms must be inspected prior to backfill or concrete placement. Final inspection for swale and sod inspection must be performed prior to the earlier of issuance of a Certificate of Occupancy for the residence or permit expiration.

1. All swales and ditches must be properly graded to insure continuous flow of water from the high point of the swale to the lip of the outfall basin.

2. Catch basins must be constructed on the common property line, unless otherwise permitted.
3. All swales must be designed to have 0.2% slope.
4. Minimum pipe diameter for any county right-of-way or drainage easement is fifteen inches (15") or its equivalent 12" x 18".
5. Any round pipe size may be substituted by its equivalent oval or elliptical pipe, if approved by the County Engineer or his designee.
6. Pre-existing drainage must not be inhibited during the permitted construction.

~~XX.~~ VARIANCES

The County Engineer may at his discretion waive all or any part of this Policy for an emergency or as he may deem necessary for the safe operation of County roads, rights-of-way or easements.

~~XXI.~~ REPORTS AND FORMS

Attached to this Policy are examples of typical forms which ~~that~~ will be used by the County for the issuance of Right-of-Way Construction Permits or residential driveway permits:

- A. Typical Right-of-Way Permit Application
- B. Typical Pavement Restoration Sketches Guidelines
- C. Typical Right-of-Way Permit-Bond Form for Multiple Permits
- D. Typical Right-of-Way Permit-Bond Form for Single Permit
- E. Typical Right-of-Way Construction Permit
- F. Typical Residential Driveway Permit
- G. Trench Failure Repair Guidelines
- H. Alternative Materials Construction, Maintenance, and Hold Harmless Agreement

~~XII.~~ ALTERNATIVE MATERIALS (NONCONFORMING) AND LANDSCAPING MATERIALS

Applicants proposing to use construction materials within the County right-of way, other than those specified by this code or the LDC, must apply for prior approval of the materials and enter into an Alternative Materials Construction, Maintenance and Hold Harmless Agreement. The Agreement must be substantially similar to attached Form H; executed by the owner of the property, or the entity with perpetual maintenance responsibility (eg. Property owner's association) with the same formality applicable to the transfer of real property; and be recorded, by the County after acceptance, at the property owner/applicant's expense.

The County Engineer, or his designees, must approve the alternative materials prior to issuance of the permit approval. Lee County will not accept maintenance responsibility for the alternative materials.

APPLICATION FOR RIGHT-OF-WAY CONSTRUCTION
LEE COUNTY DEPARTMENT OF TRANSPORTATION

Utility Installation Roadway Connection Other

Name of Applicant: _____ Contractor _____
(Owner or Contractor)

Mailing Address: _____ License No(s) _____
 _____ Type(s) _____
 _____ Exp. Date(s) _____

Phone: _____
 Contact Person: _____

For the Purpose of Constructing or Installing:

- | | | | |
|---|---|--------------------------------------|--|
| <input type="checkbox"/> 1. Underground Utility | <input type="checkbox"/> Power Line | <input type="checkbox"/> Sewer Line | <input type="checkbox"/> Open Cut (Justification Req'd.) |
| <input type="checkbox"/> 2. Overhead Utility | <input type="checkbox"/> Water Line | <input type="checkbox"/> Cable TV | <input type="checkbox"/> Other _____ |
| | <input type="checkbox"/> Telephone Line | <input type="checkbox"/> Jack & Bore | _____ |
| <input type="checkbox"/> 3. Roadway | <input type="checkbox"/> Accel/Decel Lane | <input type="checkbox"/> Turn Lane | <input type="checkbox"/> Widening |
| | <input type="checkbox"/> Drainage Culvert | <input type="checkbox"/> Catch Basin | <input type="checkbox"/> Curb & Gutter |
| | <input type="checkbox"/> Other _____ | | |

Location:

LEE COUNTY DOT MUST HAVE COMPLETE STRAP/PARCEL NO. BEFORE PROCESSING YOUR APPLICATION:

Subdivision _____

Development Order No.: _____

The Work Herein Described, if Permitted will Begin On: _____

Estimated Construction Time: _____

Maintenance of Traffic Plan(s) to be used:

Additional Information: _____

F.D.O.T. Design Index No(s) _____

Special/Non-Standard (Attach 2 copies) _____

Estimated Cost of Work Within R/W \$ _____
 (Req'd. For Single Permit Bonds Only)

A PERMIT BOND EITHER CASH OR SURETY, IN THE AMOUNT OF 110% OF THE ESTIMATED CONSTRUCTION COST OR A MINIMUM OF \$5,000.00 IS REQUIRED PRIOR TO THE ISSUANCE OF A RIGHT-OF-WAY PERMIT

Bonding Provided By: Owner Contractor

Type of Bond: Cash (Attach Check) Surety (Single/Multiple Permit)
(s:/document/kb-rowapp.wpd)

LEE COUNTY
PAVEMENT RESTORATION GUIDELINES

GENERAL NOTES:

1. Base and backfill material shall be the same type and composition as the materials removed or equal. Material of greater structural adequacy will also be permitted. Existing material removed during construction shall be permitted to be used as backfill provided that it has not been contaminated with deleterious material and provided that it is at least equal to minimum County standards.
2. Base material over excavated portion of ditch shall be at least twice the thickness as the original base material.
3. Base material shall be placed in layers not greater than 6" and each layer shall be tamped or rolled to obtain the minimum specified density.
4. Pavement joints shall be mechanically sawed and tacked prior to patching. Surface treatment joints shall be lapped and feathered.
5. Replacement pavement surface course shall be consistent with adjacent existing surface unless specified otherwise in the Permit.
6. Top of underground cable or pipe shall be a minimum of 30" below the existing pavement, or the existing ground elevation where crossing ditches or swales unless otherwise approved by the County Engineer.
7. "As-built" drawings will not be required as long as the work as done is shown correctly on the permit issued for the work.
8. The County must be notified at least 24 hours prior to beginning work and within 24 hours after work is completed. This notification requirement is in addition to any calls for required inspections.

DENSITY REQUIREMENTS:

1. Backfill for Stages 1 and 2 and Base material shall be placed in layers not to exceed 6" (compacted thickness). Compaction shall be 100% of AASHTO T-00 (Standard, Proctor) or 98% of AASHTO T-180 (Modified Proctor).
2. Stage 1: Provide compacted fill beneath and around the pipe or duct to the spring line elevation (midpoint of pipe or duct) using an appropriate tamping method suitable to the work and accepted by the County Engineer. If required by soil conditions, the Stage 1 bedding shall be placed on a layer of stone or gravel at least 5" thick.
3. Stage 2: Backfill shall continue in lifts to the top of the subgrade. Each lift shall be mechanically tamped to insure adequate compaction. The County Engineer may require density tests to confirm the achievement of minimum compaction requirements. Such testing, if necessary, shall be at the sole expense of the permittee.
4. Base Material: Place base material and compact mechanically to achieve 98% of maximum density by AASHTO T-180 (Modified Proctor) under the existing or proposed roadway.

RIGHT-OF-WAY CONSTRUCTION PERMIT BOND
(Multiple Permit Form)

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____ as
Principal, and the _____
with its principal office at _____

as SURETY or OBLIGOR, are held and firmly bound unto the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, COUNTY or OBLIGEE, in the penal sum of \$ _____ Dollars, the payment of which will and truly be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and Sealed this ____ day of _____, 20__.

WHEREAS, the said OBLIGEE has granted or is granting to the said Principal, permission or permits to conduct work and/or construction within the County's right-of-way located at _____ under Right-of-Way Permit No. _____.

NOW, THEREFORE, if said Principal shall fully indemnify the OBLIGEE against all losses arising by reason of its failure to comply with any of the laws, ordinances, resolutions or rules and regulations governing the RIGHTS-OF-WAY in the County, then this obligation shall be void, otherwise it will remain in full force and effect,

PROVIDED, HOWEVER, that the SURETY shall have the right to terminate its liability hereunder by serving written notice upon the OBLIGEE thirty (30) days in advance its intention to do so.

SUCH termination or cancellation shall not affect any liability incurred or accrued under the Bond prior to the effective date of such termination or cancellation;

AND PROVIDED FURTHER that no action, suit or proceeding shall be had or maintained against the SURETY on this instrument unless the same be brought or instituted, and process served upon the SURETY within twelve months after termination or cancellation of this Bond as set forth in the preceding paragraph.

Principal

By: _____

Resident Agent

Surety

By: _____
Attorney-in-Fact

BOND NO. _____

RIGHT-OF-WAY CONSTRUCTION PERMIT BOND

(Single Permit Form)

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____ as
Principal, and the _____
with its principal office at _____

as SURETY or OBLIGOR, are held and firmly bound unto the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, COUNTY or OBLIGEE, in the penal sum of \$ _____ Dollars, the payment of which will and truly be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and Sealed this _____ day of _____, 20____.

WHEREAS, the said OBLIGEE has granted or is granting to the said Principal, permission or permits to conduct work and/or construction within the COUNTY'S right-of-way located at _____ under Right-of-Way Permit No. _____.

NOW, THEREFORE, if said Principal shall fully indemnify the OBLIGEE against all losses arising by reason of its failure to comply with any of the laws, ordinances, resolutions or rules and regulations governing the RIGHTS-OF-WAY in the COUNTY, then this obligation shall be void, otherwise it will remain in full force and effect,

PROVIDED, HOWEVER, that the SURETY shall have the right to terminate its liability hereunder by serving written notice upon the OBLIGEE thirty (30) days in advance its intention to do so.

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AND PROVIDED FURTHER that no action, suit or proceeding shall be had or maintained against the SURETY on this instrument unless the same be brought or instituted, and process served upon the SURETY within twelve months after termination or cancellation of this Bond as set forth in the preceding paragraph.

Principal

By: _____

Resident Agent

Surety

By: _____

Attorney-in-Fact

ERMIT NUMBER: ROW2001-00320

ISSUED: 05/29/01

Project Name: SAMPLE PERMIT

EXPIRES: 08/27/01

Applicant Name: LEE COUNTY DOT
Mailing Address: 1500 MONROE STREET
3RD FLR.
FORT MYERS, FL 33901

Contractor

Description: ROAD AND BRIDGE WORK

Job Address: XXX SAMPLE PERMIT - OFFICE USE ONLY

Overhead Utility

Cable TV Power Line Telephone Line Other

Underground Utility

Cable TV Jack & Bore Open Cut Power Line
Sewer Line Telephone Water Line Other

Roadway

Accel/Decel Lane Curb & Gutter Catch Basin
X Drainage Culvert Turn Lane Widening X Other

Strap Number: 1944250000000000

DO No.:

Begin on: 06/01/2001 Bonding Provided By: Contractor Maintenance of Traffic: FDOT
Cost of Work: \$ 0 Type of Bond: Surety Index Number: 601, 602

NOTIFY ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK. (2) ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH LEE COUNTY STANDARDS. (3) ATTACH 2 SETS OF PLANS OR SKETCHES SHOWING DETAILS OF PROPOSED WORK AND EXACT LOCATION RELATIVE TO THE RIGHT OF WAY, EDGE OF PAVEMENT, AND NEAREST ROADWAY INTERSECTION. (4) NOTIFY D.O.T. 24 HOURS PRIOR TO BEGINNING WORK AND UPON COMPLETION FOR A FINAL INSPECTION / APPROVAL.

ADDITIONAL REQUIREMENTS

AS-BUILT PLANS (SKETCH)

APPROVED

APPROVED AS AMENDED

DENSITY REPORTS

BY _____

DATE ISSUED _____

CONDITIONS OF PERMIT: (1) THE CONSTRUCTION OR MAINTENANCE SHALL NOT INTERFERE WITH THE PROPERTY RIGHTS OF ANOTHER PROPERTY OWNER. (2) ALL WORK SHALL BE DONE IN KEEPING WITH STANDARDS OF THE LEE COUNTY D.O.T. AND UNDER THE SUPERVISION OF THE COUNTY ENGINEER. (3) ALL MATERIALS AND EQUIPMENT SHALL BE SUBJECT TO INSPECTION BY THE COUNTY ENGINEER. (4) DURING THE CONSTRUCTION, ALL SAFETY REGULATIONS OF OSHA AND FLORIDA DEPARTMENT OF TRANSPORTATION SHALL BE OBSERVED. THE COUNTY SHALL BE RELIEVED OF ALL RESPONSIBILITY FROM DAMAGE OR LIABILITY OF ANY NATURE ARISING FROM WORK AUTHORIZED UNDER THIS PERMIT. SUBJECT TO THE SAME TERMS AND CONDITIONS, HOLDER MUST TAKE SUCH PRECAUTIONARY MEASURES INCLUDING PLACING AND DISPLAYING CAUTION WARNING LIGHTS, AND BARRICADES AS MAY BE NECESSARY IN SAFELY CONDUCTING THE CONSTRUCTION AND MAINTENANCE WORK HEREUNDER. (5) ALL COUNTY PROPERTY SHALL BE RESTORED TO ITS ORIGINAL CONDITION TO THE SATISFACTION OF THE COUNTY ENGINEER. GRASSING AND/OR SEEDING OF R.W. DISTURBED IS REQUIRED AFTER COMPLETION OF ALL WORK WITHIN THE RIGHT OF WAY. (6) ALL OVERHEAD INSTALLATIONS SHALL CONFORM TO CLEARANCE STANDARDS. ALL UNDERGROUND CROSSING INSTALLATIONS SHALL BE PLACED AT A MINIMUM DEPTH OF THIRTY (30) INCHES BELOW THE PAVEMENT AND/OR EXISTING GROUND ELEVATION. EXCEPTIONS MAY BE MADE IN SPECIAL CASES BY THE COUNTY ENGINEER. (7) THE ATTACHED SKETCH COVERING DETAILS OF THIS INSTALLATION SHALL BE MADE A PART OF THIS PERMIT. IF ADDITIONAL PLANS ARE REQUIRED, THEY SHALL BECOME A PART OF THIS PERMIT. (8) IT IS EXPRESSLY STIPULATED THAT THIS PERMIT IS A LICENSE FOR PERMISSIVE USE ONLY AND THAT THE PLACING OF FACILITIES UPON PUBLIC PROPERTY PURSUANT TO THIS PERMIT SHALL NOT OPERATE TO CREATE OR TO VEST ANY PROPERTY RIGHT IN SAID HOLDER. (9) WHENEVER NECESSARY FOR THE CONSTRUCTION, REPAIR, IMPROVEMENT, ALTERATION OR RELOCATION OF ALL, OR ANY PORTION OF SAID HIGHWAY AS DETERMINED BY THE COUNTY ENGINEER, ANY OR ALL POLES, WIRES, PIPES, CABLES OR OTHER FACILITIES AND APPURTENANCES AUTHORIZED HEREUNDER, SHALL BE IMMEDIATELY REMOVED FROM SAID HIGHWAY, OR RESET OR RELOCATED THERE ON AS REQUIRED BY THE COUNTY ENGINEER, AT THE EXPENSE OF THE PERMITTEE. (10) WHEN REQUIRED, THE PERMITTEE SHALL PROVIDE A RIGHT OF WAY PERMIT BOND. SUCH BOND SHALL BE RELEASED ONE YEAR AFTER INSPECTION AND ACCEPTANCE OF WORK; HOWEVER, IF NECESSARY, THE BOND OR A PORTION THEREOF, SHALL BE APPLIED TO THE COST OF VERIFYING COMPLIANCE WITH THE PERMIT CONDITIONS AND/OR REPAIRING UNSATISFACTORILY RESTORED RIGHT OF WAY. (11) REQUESTS FOR INSPECTION SHALL BE MADE 24 HOURS TO THE REQUIRED INSPECTION. (12) A COPY OF THE APPROVED PERMIT, INCLUDING ALL PLANS AND ATTACHMENTS, SHALL BE ON THE JOB WHILE WORK IS UNDERWAY. (13) THE APPLICANT EXPRESSLY AGREES TO ABIDE BY ALL TERMS AND CONDITIONS OF THE PERMIT AND THE REQUIREMENTS OF LEE COUNTY POLICY FOR CONSTRUCTION ACTIVITIES ON COUNTY RIGHTS OF WAY AND EASEMENTS. SAID POLICY IS HEREBY MADE A PART OF THIS PERMIT AND IS INCORPORATED HEREIN.

RESIDENTIAL DRIVEWAY PERMIT

LEE COUNTY, FLORIDA
OFFICE OF THE COUNTY ENGINEER

PERMIT NUMBER: TESTDRV

ISSUED: 05/29/01

Applicant Name: DOT TEST

EXPIRES: 5/29/02

Applicant Address

Applicant Phone: Primary:

Object Name:

Object Address: 1234 TESTING ROAD LOT111

Object Number: TEST PARCEL

Object Type of Permit:

ADDITIONAL REQUIREMENTS: 1) SET CULVERT 5'-0" MIN FROM SIDE PROP. LINE. 2) SET CULVERT W/ACCURACY OF 0.05' +/- 3) SET FORMS W/ACCURACY OF 0.00. 4) SET SOD W/ACCURACY OF 0.10' +/-.

THE FOLLOWING IS REQUIRED PRIOR TO D.O.T. FINAL APPROVAL & STICK
A. STAKE OUT FOR CULVERT, SWALE OR SOD.
B. INSPECTION OF CULVERT AND/OR INSPECTION OF FORMS FOR SWAI
C. INSPECTION OF SOD FOR ENTIRE FRONTAGE OF PROPERTY DITCH L

CALL FOR INSPECTION - 941-479-8997

A REINSPECTION WILL BE REQUIRED ON ANY FAILED INSPECTION

SKETCH NOT TO SCALE

ELEVATION DATUM IS RELATIVE

CULVERT SIZE: _____ LENGTH _____ DIAMETER _____ MATERIAL _____

ADDITIONAL REQUIREMENTS: _____

SWALE DRIVEWAY: _____

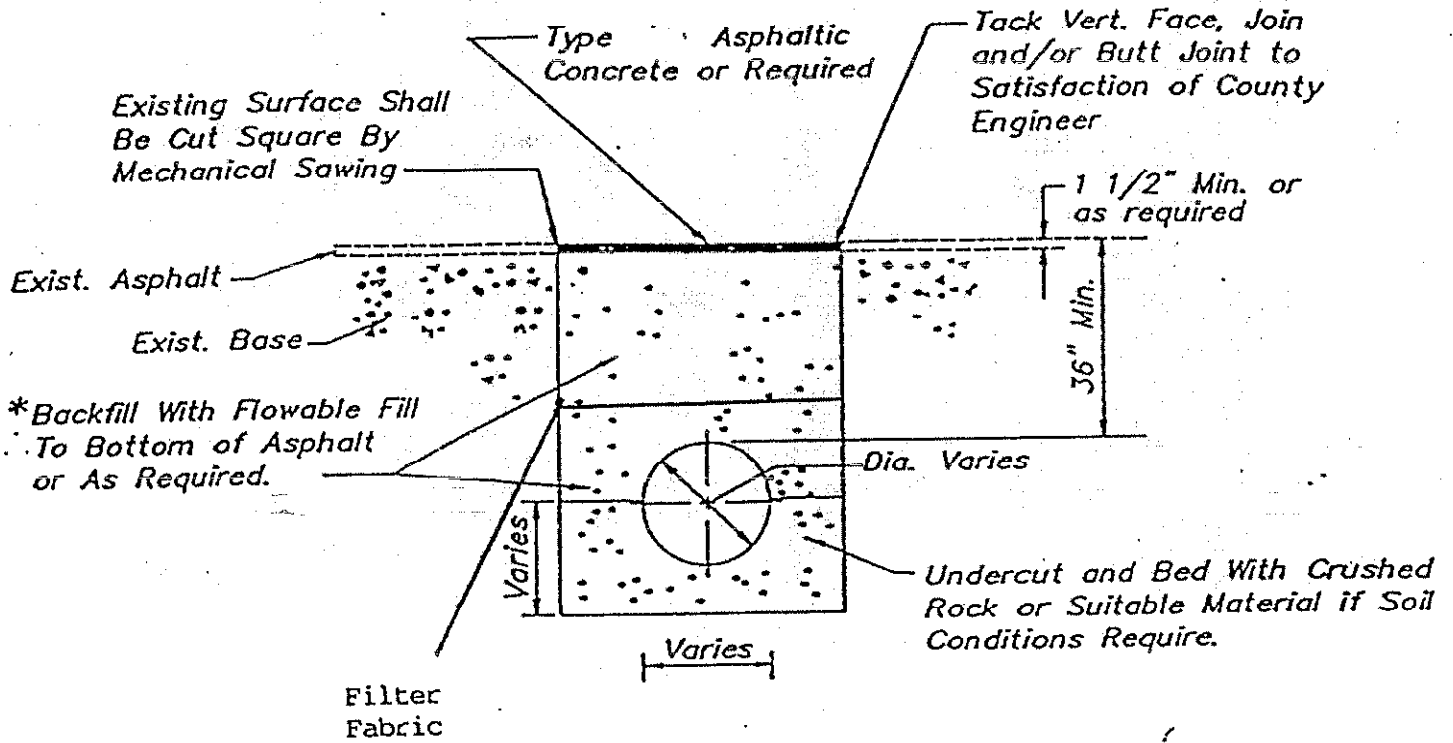
APPLICANT MUST NOTIFY THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS FOR STAKEOUT OF CULVERT OR SWALE. INSPECTION IS REQUIRED BEFORE CULVERT IS COVERED OR SWALE IS POURED. CULVERT SIZE, MATERIAL, C. B. INLET REQUIREMENTS TO BE DETERMINED LEE COUNTY D.O.T. AND P.W. ATTACH SKETCH, IF AVAILABLE, OF PROPOSED DRIVEWAY. ALL CULVERTS MUST HAVE MITERED ENDS, COMMERCIAL DRIVES MUST HAVE F.D.O.T STANDARD APRONS.

CONDITIONS OF PERMIT: (1) THE CONSTRUCTION OR MAINTENANCE SHALL NOT INTERFERE WITH THE PROPERTY RIGHTS OF ANOTHER PROPERTY OWNER. (2) ALL WORK SHALL BE DONE IN KEEPING WITH STANDARDS OF THE LEE COUNTY D.O.T. AND UNDER THE SUPERVISION OF THE COUNTY ENGINEER. (3) ALL MATERIALS AND EQUIPMENT SHALL BE SUBJECT TO INSPECTION BY THE COUNTY ENGINEER. (4) DURING THE CONSTRUCTION, ALL SAFETY REGULATIONS OF THE LEE COUNTY D.O.T. SHALL BE OBSERVED. THE COUNTY SHALL BE RELIEVED OFF ALL RESPONSIBILITY FROM DAMAGE OR LIABILITY OF DAMAGE OF ANY NATURE ARISING FROM WORK AUTHORIZED UNDER THIS PERMIT. (5) ALL COUNTY PROPERTY SHALL BE RESTORED TO AN ORIGINAL CONDITION AS FAR AS PRACTICAL, TO THE SATISFACTION OF THE COUNTY ENGINEER. GRASSING AND OR SEEDING OR R/W DISTURBED IS REQUIRED AFTER COMPLETION OF ALL WORK. (6) THE ATTACHED SKETCH COVERING DETAILS OF THIS INSTALLATION SHALL BE MADE A PART OF THIS PERMIT. IF ADDITIONAL PLANS ARE REQUIRED, THEY SHALL BECOME A PART OF THIS PERMIT. (7) IT IS EXPRESSLY STIPULATED THAT THIS PERMIT IS A LICENSE FOR PERMISSIVE USE ONLY AND THAT THE PLACING OF FACILITIES UPON PUBLIC PROPERTY PURSUANT TO THIS PERMIT SHALL NOT OPERATE TO CREATE OR TO VEST ANY PROPERTY RIGHT IN SAID HOLDER. (8) REQUEST FOR INSPECTION SHALL BE MADE 24 HOURS PRIOR TO COMMENCING WORK REQUIRING INSPECTION.

ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH LEE COUNTY STANDARDS OR AN APPROVED PLAN.

MATERIAL REINFORCED CONCRETE (RCP)

APPROVED OFFICE OF THE COUNTY ENGINEER
BY _____
FOR THE COUNTY ENGINEER



Overlay with 1" S-3 asphalt in a feathered manner, 50 feet in each direction .

GENERAL NOTES

1. The limits of asphalt (overlay) replacement shall be determined by Lee County.
 2. For gravity pipe lines, may use rock 1' above pipe.
- * Controlled Low Strength Materials (CLSM)

TRENCH FAILURE REPAIR GUIDELINES TYPICAL SECTIONS				SHEET NO.
LEE COUNTY DEPARTMENT OF TRANSPORTATION				1
DRAWN: R.C.	DATE: 06/12	APPROVED: 06/12		of
DRAWN: E.L.C.	DATE: 06/12	SCALE: N.T.S.		1
CHECKED: R.C.	DATE: 06/12	EDDCL DWG		

THIS INSTRUMENT PREPARED BY AND
RETURN TO:

Department of Transportation
1500 Monroe Street
Fort Myers, Florida 33901

Strap No.:

ALTERNATIVE MATERIALS CONSTRUCTION,
MAINTENANCE AND HOLD
HARMLESS AGREEMENT

This Agreement is made on _____, _____ by and between Lee County, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida, 33990 (County), and _____, whose address is _____ (Owner).

WHEREAS, Owner is the fee title holder to the property located in Lee County and specifically described in Exhibit "A"; and

WHEREAS, County has maintenance jurisdiction over the road bordering Owner's property described in Exhibit "A". This road is commonly known as _____; and

WHEREAS, Owner has obtained County approval for construction on the property described in Exhibit "A" in accordance with permit number _____; and

WHEREAS, in order to improve the aesthetic appearance of the construction approved under the County permit and enhance the property marketability, the Owner desires to use _____, rather than the standard construction materials required by the Lee County Land Development Code; and

WHEREAS, the County does not object to the Owner's use of alternative construction materials, as long as the Owner agrees to maintain, repair and replace the alternative construction materials in perpetuity and at no cost to the County.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and such other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Owner will install improvements using alternative construction materials within the County maintained right-of-way adjacent to the property described in Exhibit "A", in accordance with the plans and specifications depicted in attached Exhibit "B", as approved by the County through the appropriate permitting process. Exhibit "B" identifies the affected right-of-way and type of alternative materials that will be installed.

2. Owner agrees to perpetually maintain the improvements installed as indicated on Exhibit "B", at no cost to the County. This includes timely replacement of damaged or broken materials and the avoidance of uneven pavement surfaces. Owner is required to perform all maintenance at his expense.

3. In the event the Owner fails to make timely repairs, the parties agree that the County may revoke the underlying County approval for the improvements. The County agrees to provide the Owner with 30 days written notice, identifying the repairs necessary, before revoking the permit.

4. Owner may alter the improvements within the right-of-way area, provided prior approval for the alteration is obtained from the Lee County Department of Transportation (DOT). Approval to alter the improvements will not diminish the Owner's responsibility for continued maintenance. Upon approval of the alteration, Exhibit "B" will also be deemed modified. However, DOT is under no obligation to approve a proposed alteration.

5. Owner agrees to prevent the creation of any obstructions or conditions that may be dangerous to the public.

6. Owner agrees to indemnify, hold harmless and defend the County and all of its officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the Owner, or the Owners' agents, consultants, employees or subcontractors during the installation or maintenance of the improvements identified in Exhibit "B" or as contemplated by this Agreement. This includes any costs related to these actions.

7. Owner agrees to assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident.

8. Owner agrees to assume all responsibility for loss because of neglect or violation of any state or federal law or local government rule, regulation or order. The Owner will give all required notices relating to the improvement or its maintenance contemplated by this Agreement to the proper authorities. In addition, Owner will obtain all necessary permits and licenses and pay all appropriate fees.

9. Owner agrees to repair any damage that may occur to any adjoining building, structure, utility easement, roadway, County property or private property during the course of this work. Owner also agrees to repair, restore or rebuild any damage to County property caused by the installation, construction or maintenance of the improvements contemplated by this Agreement.

10. If the right-of-way adjacent to the Owner's property is widened, repaired, replaced or reconstructed, then the Owner agrees to remove, relocate or replace the improvements as determined appropriate by the County, upon 30 days written notice. The cost of relocation, removal or replacement of the Owner's improvements will be borne entirely by the Owner.

11. If the County, or its contractor, needs to make any roadway improvements on an expedited basis, where the normal period of 30 days notice is not appropriate or possible, then Owner agrees to allow the County to remove the improvements. However, Owner understands and agrees that replacement of the improvements will be at Owner's expense.

12. If any public utility, including water, sewage, gas, electric, telephone or cable, is scheduled for placement, replacement, repair or reconstruction within the right-of-way adjacent to the property described in Exhibit "A", and this activity requires the removal or relocation of the improvements identified in Exhibit "B", then Owner agrees to remove and replace the improvements at his sole expense within 30 days of receiving written notice.

13. This Agreement will continue in full force and effect until either the Board of County Commissioners adopt a resolution vacating the road right-of-way adjacent to the Owners property or a written notice terminating this Agreement is delivered to each party. If the Owner terminates this Agreement, then the County may, by written notice delivered within 30 days after receipt of Owner's termination notice, require Owner to remove, at Owner's sole expense, all improvements placed within the right-of-way in accordance with this Agreement.

14. This Agreement runs with the property described in Exhibit "A".

15. This Agreement is binding upon and inures to the benefit of the parties, their respective legal representatives, successors and assigns.

16. Owner may assign the rights and obligations set forth in this Agreement. Owner understands Owner will remain responsible for compliance with the terms of this Agreement until the assignee provides written documentation, acceptable to the County Attorney's Office, accepting responsibility for compliance with the terms and conditions of this Agreement, including indemnification. However, a transfer in the title to the property described in Exhibit "A" carries with it the responsibility for compliance with this Agreement as though the Agreement were a covenant on the property, with no further action by the successor titleholder.

17. This Agreement will be construed and enforced in accordance with Florida law.

18. This Agreement constitutes the entire Agreement between the parties and may not be modified except by written agreement executed with the same formality.

In witness of the above, the parties execute this Agreement.

WITNESSES:

OWNER

Signature

Printed Name

Signature

Printed Name

Printed Name

STATE OF FLORIDA

COUNTY OF LEE

The foregoing Agreement was acknowledged before me the ____ day of _____, _____, by _____. He/she is personally known to me or has produced the following identification: _____.

Notary Signature

Printed Name

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Scott M. Gilbertson, P.E., Director
Department of Transportation

APPROVED AS TO FORM

By: _____
Lee County Attorney

cc: DOT Operations
DOT ROW Section