

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

Blue Sheet No. 20040341

1. REQUESTED MOTION:

ACTION REQUESTED: Request Board approve and authorize the Chairman to sign this agreement between Florida Department of Transportation (FDOT) and Lee County, transferring jurisdictional responsibility for that portion of Daniels Road from the eastern extent of the limited access right of way of I-75 (State mile post 7.718) to the Port Authority property line, east of Treeline Avenue (mile post 7.991), a distance of 0.273 miles.

WHY ACTION IS NECESSARY: Board of County Commissioners must approve all agreements.

WHAT ACTION ACCOMPLISHES: Transfers Jurisdiction of 0.273 miles of Daniels Road from FDOT to Lee County.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 2, 5

C9A

3. MEETING DATE:

04-13-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE Ch 336
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Transportation
- C. DIVISION

BY: Scott Gilbertson *[Signature]*

7. BACKGROUND:

FDOT currently has jurisdiction over that portion of Daniels Parkway from west of I-75 to east of Treeline Avenue, this segment being 0.744 miles long. Lee County currently has jurisdiction over the balance of Daniels Parkway. This split jurisdiction is left over from the original interstate construction at a time when it was a requirement that access to airports be via a state roadway. At the other interstate interchanges where the interstate crosses county roads, the state jurisdiction ends at the limited access right of way (LA) lines. In the case of Daniels Parkway the state jurisdiction extends 0.273 miles east of the LA line, from milepost 7.718 at the east LA line, to milepost 7.991 at the port authority property line. FDOT jurisdiction over entrance roads to airports is no longer a state requirement, therefore state jurisdiction over this small portion of the road with the balance belonging to the County is no longer necessary nor is it practical. In 2003 Lee County requested the FDOT initiate a jurisdictional transfer of this 0.273 mile segment. This transfer will make the state/county jurisdictional limits the same at Daniels Parkway as it exists at the other interchanges with county roadways.

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
<i>[Signature]</i>	<i>[Signature]</i>	<i>N/A</i>		<i>[Signature]</i>	OA <i>[Signature]</i>	OM <i>[Signature]</i>	Risk <i>[Signature]</i>	GC <i>[Signature]</i>
					<i>4/1/04</i>	<i>4/1/04</i>	<i>4/30/04</i>	<i>3/31/04</i>
								<i>[Signature]</i> <i>3.29.04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *3/30/04*
Time: *11:58 AM*
Forwarded to:
[Signature]
4/1/04 9:35 AM

RECEIVED BY
COUNTY ADMIN: *[Signature]*
3/31/04
10:05 am Sat
COUNTY ADMIN
FORWARDED TO: *[Signature]*
4-1-04
11 AM

**AGREEMENT BETWEEN THE
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
LEE COUNTY FOR THE TRANSFER OF DANIELS PARKWAY (SR 876)**

This is an agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" and LEE COUNTY, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, in accordance with Sections 334.044 and 335.0415, Florida Statutes, to assign jurisdictional responsibilities of roads; and

WHEREAS, the COUNTY has requested the transfer of a portion of Daniels Parkway (State Road 876/Section 12100-000) from the State Highway System to the County Road System, and this transfer is mutually agreed upon between the DEPARTMENT and the COUNTY; and

WHEREAS, the COUNTY by Resolution, dated the _____ day of _____, 2004, a certified copy of which is attached hereto and made a part hereof, has authorized its Chairman of the Board of County Commissioners to enter into this agreement.

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

1. a) That portion of Daniels Parkway (State Road 876) from the end of the Limited Access Right of Way East of I-75 (milepost 7.718) to the Southwest Florida International Airport property line (Milepost 7.991 or 543.8 feet east of Treeline Avenue), for an approximate total length of 0.273 miles (hereinafter the "Road"), shall be transferred from the DEPARTMENT to the COUNTY.
- b) The COUNTY accepts all responsibility for operation and maintenance of the Road. In addition to the Road, this Agreement transfers to the COUNTY all curbs, sidewalks, culverts, and drainage structures within the Road right-of-way at the time of transfer. Said responsibility extends from right-of-way line to right-of-way line. The DEPARTMENT gives up all rights to the Road, except as may be specified in this Agreement
- c) It is agreed that all obligations of the DEPARTMENT, under any circumstance, utility or other such agreement, relating to the Road is hereby transferred to and assumed by the COUNTY.

- d) If there is evidence of historical archeological resources that could be adversely impacted by the transfer, the COUNTY agrees to maintain at its sole expense the resources in accordance with the mitigation plan developed by the DEPARTMENT'S District Environmental Management Office. If no evidence is found, the COUNTY agrees not to adversely impact any such resources if found after the transfer.
- e) The COUNTY agrees to maintain, as originally constructed, the Road including all curbs, sidewalks, culverts, and drainage structures within the Road right-of-way at the time of transfer. Said maintenance shall be performed in accordance with applicable federal, state or local laws, rules and regulations.

2. All notices under the Agreement shall be directed as follows:

TO DEPARTMENT:

Ron Gruver
Florida Department of Transportation
Post Office Box 1249
Bartow, Florida 33831-1249

TO COUNTY:

Scott Gilbertson, Director
Lee County Department of Transportation
Post Office Box 398
Fort Myers, Florida, 33902-0398

- 3. Existing deeds or right-of-way maps applicable to the Road will be recorded, by the DEPARTMENT, in the public land records of Lee County. If right-of-way maps do not exist, the COUNTY shall have the responsibility to make such maps and record them in the public records of Lee County.
- 4. All words used herein in the singular form shall extend to and include in the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 5. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and and equal dignity herewith.

- 6. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- 7. Unless otherwise specifically stated herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF the COUNTY has caused this Agreement to be

Executed in its behalf this _____ day of _____, 2004, by the
 Chairman of the County Commission, authorized to enter into and execute same by
 Resolution Number _____, and the DEPARTMENT has executed this
 Agreement through its District Secretary for District One, Florida Department of
 Transportation, this _____ day of _____, 2004.

LEE COUNTY
 FLORIDA

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

By: _____
 CHAIRMAN, BOARD OF
 COUNTY COMMISSION

By: _____
 DISTRICT SECRETARY

ATTEST:

ATTEST:

By: _____ (Seal) By: _____ (Seal)

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____
 COUNTY ATTORNEY

By: _____
 DISTRICT LEGAL COUNSEL