

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

**Blue Sheet No. 20041697**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$170,500 for Parcel 306, Imperial Street Widening Project No. 4060, pursuant to the Purchase Agreement; 2) the Division of County Lands to handle and accept all documentation necessary to complete transaction.

**WHY ACTION IS NECESSARY:** The Board must authorize the making of a binding offer to a property owner prior to initiation of condemnation proceedings.

**WHAT ACTION ACCOMPLISHES:** Makes binding offer to property owner.

**2. DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #** 3 *C6A*

**3. MEETING DATE:** *02-01-2005*

**4. AGENDA:**  
 CONSENT  
ADMINISTRATIVE  
APPEALS  
PUBLIC  
WALK ON  
TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)  
 STATUTE 73 & 125  
ORDINANCE  
ADMIN. CODE  
 OTHER  
Res of Necessity 04-07-28

**6. REQUESTOR OF INFORMATION:**  
A. COMMISSIONER  
B. DEPARTMENT Independent  
C. DIVISION County Lands *5-2*  
BY: Karen L. W. Forsyth, Director *KLF*

**7. BACKGROUND:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Fee simple, improved with single family residence

**Property Details:**

**Owner:** Daniel J. and Deanna C. Mayfield, Jr.  
**Property Address:** 27901 Imperial Street  
**STRAP No.:** 36-47-25-B3-01200.1340

**Purchase Details:**

**Purchase Price:** \$170,500  
**Estimated Closing Costs:** \$3,200

**Appraisal Information:**

**Company:** Carlson Norris & Associates, Inc.  
**Appraised Value:** \$155,000

**Staff Recommendation:** Staff is of the opinion that the purchase price increase of approximately \$15,500 (10%) above the appraised value can be justified considering the costs associated with condemnation proceedings, and escalating property values. Staff recommends the Board approve the Requested Motion.

**Account:** 20406018808.506110

**Attachments:** Purchase and Sale Agreement, In-House Title Search, Appraisal Letter, Sales History

**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>K. Forsyth</i>			<i>Public</i>	<i>1/19/05</i>	OA	DM	Risk	GC	<i>1-20-05</i>
					<i>1/20/05</i>	<i>1/20/05</i>	<i>1/20/05</i>	<i>1/20/05</i>	

**10. COMMISSION ACTION:**

\_\_\_\_\_ APPROVED  
\_\_\_\_\_ DENIED  
\_\_\_\_\_ DEFERRED  
\_\_\_\_\_ OTHER

**Rec. by CoAtty**  
Date: *1/19/05*  
Time: *2:30*  
**Forwarded To:**  
*1/19/05*

**RECEIVED BY COUNTY ADMIN:**  
*1/19/05*  
*11:05 am SLT*  
**COUNTY ADMIN FORWARDED TO:**  
*1/20/05*  
*2pm*

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

Table with columns for Valuation Section and COST APPROACH. Includes rows for ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, and INDICATED VALUE BY COST APPROACH.

Table with columns for SALES COMPARISON ANALYSIS. Includes rows for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Contains detailed data for three comparable properties.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See the attached addendum for additional comments. Due to the limited number of recent sales of 2 story homes in this market area, sales of ranch style homes were necessarily utilized.

Table with columns for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Contains data for Date, Price and Data Source for the subject and comparables.

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal. The subject property is not currently listed in the regional MLS.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 155,000
INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$

This appraisal is made [X] "as is" [ ] subject to the repairs, alterations, inspections or conditions listed below [ ] subject to completion per plans & specifications.
Conditions of Appraisal: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached special limiting conditions.
Final Reconciliation: Greatest weight is given to the Sales Comparison Analysis as it best reflects the actions of willing buyers & sellers. The Cost Approach is supportive. Because this area is typically owner occupied, there is insufficient data available for an Income Approach.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF November 17, 2004
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 155,000
APPRAISER: Phil Benning, Associate SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
Signature: [Signature] Signature: [Signature]
Name: Phil Benning, Associate Name: J. Lee Norris, MAI, SRA
Date Report Signed: December 6, 2004 Date Report Signed: December 6, 2004
State Certification #: 000122D St. Cert. Res. REA State FL State Certification #: 0000643 St. Cert. Gen. REA State FL
Or State License #: Or State License #

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 220350

Property Address 27901 Imperial Street Parcel 306\*\* City Bonita Springs State FL Zip Code 34135-5934
Legal Description Lot 134, Imperial Gates Unrecorded County Lee
Assessor's Parcel No. 36-47-25-B3-01200.1340 Tax Year 2003 R.E. Taxes \$ 1,087.62 Special Assessments \$ 0.00
Borrower MAYFIELD, Daniel J.Jr.+ Deanna Current Owner Daniel J.Jr.+ Deanna Mayfield Occupant: [X] Owner [ ] Tenant [ ] Vacant
Property rights appraised [X] Fee Simple [ ] Leasehold Project Type [ ] PUD [ ] Condominium (HUD/VA only) HOA \$ N/A /Mo.
Neighborhood or Project Name Imperial Gates Map Reference 36-47-25 Census Tract 0505.00
Sale Price \$ Not a Sale Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller N/A
Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398
Appraiser Phil Berning, Associate Address 1918 Courtney Drive, Suite 14, Fort Myers, FL 33901
Location [ ] Urban [X] Suburban [ ] Rural [ ] Predominant occupancy [X] Single family housing [ ] Land use change
Built up [X] Over 75% [ ] 25-75% [ ] Under 25% [ ] PRICE AGE Present land use %
Growth rate [ ] Rapid [X] Stable [ ] Slow [X] Owner 90 Low 5 One family 85
Property values [X] Increasing [ ] Stable [ ] Declining [ ] Tenant 250 High 60 2-4 family 10
Demand/supply [X] Shortage [ ] In balance [ ] Over supply [X] Vacant (0-5%) [ ] Predominant [ ] Multi-family To: \*\*Imperial Street
Marketing time [X] Under 3 mos. [ ] 3-6 mos. [ ] Over 6 mos. [ ] Vac. (over 5%) 110-175 25+ Vacant 5 Commercial Widening Project
Note: Race and the racial composition of the neighborhood are not appraisal factors.
Neighborhood boundaries and characteristics: Bounded by E.Terry Street to the north, I-75 east, Bus. US 41 west & Bonita Beach Road south.
Predominately older manufactured homes, single family residential & duplexes.
Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):
The market area is a maturely developed residential area in east Bonita Springs with typically average quality single family homes,
manufactured homes & duplexes. Shopping, area beaches & employment centers are located nearby. Stable to slightly increasing
employment and property values are prevalent. There is convenient access to Bonita Beach & the Gulf by way of Bonita Beach Road.
Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time
-- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
In general, market conditions are active with increasing property values. No unusual marketing concessions are necessary for this market
area. Resales are sold with conventional financing and cash. Fixed, adjustable, & purchase money mortgages are available with rates are
currently in the 5% to 6% range. Demand for adequately priced properties exceeds supply. Market conditions are expected to remain active
into the near future.
Project Information for PUDs (if applicable) -- Is the developer/building in control of the Home Owners' Association (HOA)? [ ] Yes [ ] No
Approximate total number of units in the subject project N/A Approximate total number of units for sale in the subject project N/A
Describe common elements and recreational facilities:
Dimensions 50' x 125' per county tax data
Site area 6,250 SF Corner Lot [X] Yes [ ] No
Specific zoning classification and description TFC-2, Two Family Conservancy
Zoning compliance [X] Legal [ ] Legal nonconforming (Grandfathered use) [ ] Illegal [ ] No zoning
Highest & best use as improved: [X] Present use [ ] Other use (explain)
Utilities Public Other Off-site Improvements Type Public Private
Electricity [X] Street Paved Asphalt [X] [ ]
Gas [ ] Curb/gutter None [ ] [ ]
Water [X] Sidewalk None [ ] [ ]
Sanitary sewer [ ] Septic Street lights Pole [X] [ ]
Storm sewer [ ] Alley None [ ] [ ]
Topography Level
Size Typical MOL
Shape Rectangular
Drainage Appears Adequate
View Residential
Landscaping Typical for area
Driveway Surface Concrete
Apparent easements 25' R/W west & south
FEMA Special Flood Hazard Area [X] Yes [ ] No
FEMA Zone AE Map Date 7/20/1998
FEMA Map No. 1251240510D
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse
siteconditions were noted. Site improvements: Fill/landscaping/sod \$4,800; water/septic \$4,500; driveway \$1,500, impact fees \$3,200.
GENERAL DESCRIPTION EXTERIOR DESCRIPTION FOUNDATION BASEMENT INSULATION
No. of Units One Foundation Conc.Slab Slab None Area Sq. Ft. None Roof [ ]
No. of Stories Two Exterior Walls Frame/Masonite Crawl Space None % Finished N/A Ceiling \*Adeq. [X]
Type (Det./Att) Detached Roof Surface Comp.Shingle Basement None Ceiling N/A Walls \*Adeq. [X]
Design (Style) 2 Story Gutters & Dwnspnts. Aluminum Sump Pump None Walls N/A Floor [ ]
Existing/Proposed Existing Window Type Aluminum Dampness None Obsrvd. Floor N/A None [ ]
Age (Yrs.) 11/1993 Storm/Screen No/Screen Settlement None Obsrvd. Outside Entry N/A Unknown [ ]
Effective Age (Yrs.) 8 Years Manufactured House No Infestation None Obsrvd. \*Assumed Adeq.
ROOMS Foyer Living Dining Kitchen Den Family Rm. Rec. Rm. Bedrooms # Baths Laundry Other Area Sq. Ft.
Basement None
Level 1 Area 1 Area 1 1 1
Level 2 2 1 461
Finished area above grade contains: 5 Rooms; 3 Bedroom(s); 2 Bath(s); 1,341 Square Feet of Gross Living Area
INTERIOR MATERIALS/CONDITION HEATING FWA KITCHEN EQUIP. ATTIC AMENITIES CAR STORAGE: 2 Garage
Floors Carpet/Vinyl/Good Type Cent. Refrigerator [ ] None [ ] Fireplace(s) # 0 [ ] None [ ]
Walls Drywall/Good Fuel Elect. Range/Oven [X] Stairs [ ] Patio [ ] Garage # of cars
Trim/Finish Colonial/Good Condition Avg. Disposal [X] Drop Stair [X] Deck [ ] Attached 2 Cars
Bath Floor Vinyl/Good COOLING Adeq. Dishwasher [X] Scuttle [ ] Porch [ ] Detached
Bath Wainscot Fiberglass/Good Central Yes Fan/Hood [X] Floor [ ] Fence [ ] Built-In
Doors Raised Panel/Good Other Fans Microwave [ ] Heated [ ] Pool [ ] Carport
Condition Avg. Washer/Dryer [ ] Finished [ ] Cov. Entry/16sf [X] Driveway 2 Cars
Additional features (special energy efficient items, etc.): Carpet/vinyl floors; mica faced wood kitchen cabinets, oak stair rails, propane gas for range,
hot water heater & dryer, colonial trim & raised panel doors, vaulted ceilings & dormer windows over living room & master bedroom.
Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical,
functional or external inadequacies were noted. The improvements have been maintained in above average condition relative to actual age.
However, an area on the rear of the garage had siding missing and was in need of minor repair. Approximately 100 shingles were replaced
after recent storm damage. There was no evidence of interior water damage or leakage noted.
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the
immediate vicinity of the subject property.: No adverse environmental conditions were noted.
STAFF REVIEW

Date

This document prepared by  
Lee County Division of County Lands  
Project: Imperial Street Widening Project No. 4060  
Parcel: 306  
STRAP No.: 36-47-25-B3-01200.1340

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY  
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Daniel J. Mayfield, Jr. and Deanna C. Mayfield, husband and wife, hereinafter referred to as SELLER, whose address is 27901 Imperial Street, Bonita Springs, Florida 34135, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of .24 acres more or less, and located at 27901 Imperial Street, Bonita Springs, Florida 34135 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Imperial Street Widening Project No. 4060, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price("Purchase Price") will be One Hundred Seventy Thousand Five Hundred and no/100 (\$170,500.00), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property and deduct from the Purchase Price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER'S attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:
- (a) Recording fee for deed;
  - (b) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

**12. TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

**13. DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 90 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

**14. ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

**15. REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

**16. POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

**17. TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.



18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

SELLER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Daniel J. Mayfield, Jr. (DATE)

\_\_\_\_\_  
Deanna C. Mayfield (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

SPECIAL CONDITION

**BUYER:** Lee County  
**SELLER:** Daniel J. Mayfield, Jr. and Deanna C. Mayfield  
**PARCEL NO.** 306  
**PROJECT:** Imperial Street Widening Project No. 4060

Buyer and Seller hereby covenant that the purchase price recited herein, except as noted below, includes payment for all fixtures, including but not limited to, built-in appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, doors, floor covering and landscaping, as of the date of the Buyer's appraisal.

Buyer's authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixtures(s) by Seller, may cause a delay in closing and a reduction in the purchase price. All additional costs associated with any breach of this covenant will be paid by the Seller. This covenant shall survive closing. SELLER to remove all personal property from premises prior to closing.

Upon the Buyer's written acceptance of this Agreement, SELLER(S) hereby give permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the property.

SELLER agrees not to request to be connected to cental sewer. In the event Bonita Springs Utilities insists on connecting subject property to cental sewer, BUYER agrees to pay principal portion of the connection fee or assessment in addition to the Purchase Price.

WITNESSES:

**SELLER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Daniel J. Mayfield, Jr. (DATE)  
\_\_\_\_\_  
Deanna C. Mayfield (DATE)

CHARLIE GREEN, CLERK

**BUYER:**  
LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

# James R. Coleman & Associates, Inc.

Land Surveying Consultants

6238 Presidential Court Unit 2  
Fort Myers, Florida 33919

Phone (239) 433-2070  
Fax (239) 433-5126

## Exhibit "A"

### LEGAL DESCRIPTION

Parcel 306

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, being a portion of Lot 134 of Imperial Gate (an unrecorded subdivision), more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 36, Township 47 South, Range 25 East, Lee County, Florida, thence N.00°56'51"W. along the west line of said southeast quarter for 525.06 feet to an intersection with the center line of Pawley Avenue, and the westerly extension of the south line of the aforementioned Lot 134; thence N.88°45'12" E. along said south line for 19.84 feet to an intersection with the maintained right of way line of Imperial Street as shown on the Maintained Right of Way maps thereof on file with the Lee County Division of Transportation, and the point of beginning of the herein described parcel of land; Thence continue N.88°45'12"E. along said south line for 126.04 feet to an intersection with the east line of said Lot 134; thence N.00°58'24"W. along said east line for 82.00 feet to an intersection with the north line of said Lot 134; thence S.88°45'16"W. along said north line for 126.61 feet to an intersection with the aforementioned maintained right of way line; thence along said maintained right of way line for the following described two (2) courses; (1) S.01°41'02"E. for 59.09 feet; (2) thence S.00°32'46"E. for 22.91 feet to the point of beginning.

James R. Coleman & Associates, Inc.  
Certificate of Authorization Number LB0005983



Date: 3/10/2002

James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

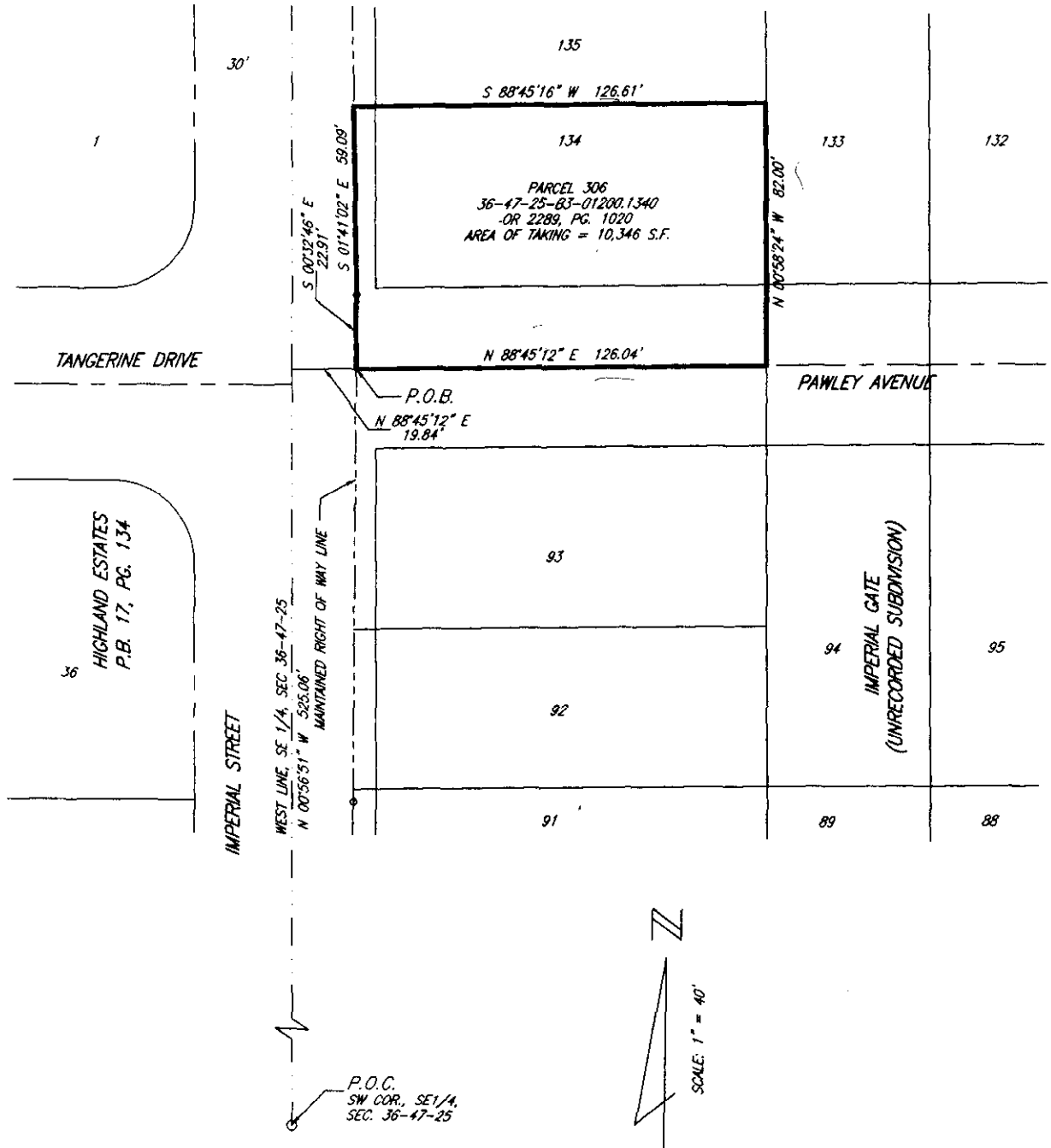
JRCAPCL306



James R. Coleman & Associates, Inc.  
 Land Surveying Consultants  
 6238 Presidential Court, Unit 2  
 Fort Myers, Florida 33919  
 Phone: (239) 433-2070

DATE DECEMBER, 2002	JOB NO. 308456	DRAWING NO. PCL306

# Exhibit "A"



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HERewith AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83 ADJUSTMENT).

JAMES R. COLEMAN & ASSOCIATES, INC.  
 CERTIFICATE OF AUTHORIZATION NUMBER LB0005983

*[Signature]*  
 JAMES R. COLEMAN  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATE NUMBER 3205  
 DATE: 3/22/07

**Division of County Lands**

**Updated Ownership and Easement Search**

Search No. 36-47-25-B3-01200.1340

Date: December 16, 2004

Parcel: 306

Project: Imperial Street Widening Project #4060

To: Michael J. O'Hare SR/WA  
Property Acquisition Agent

From: Kenneth Pitt   
Real Estate Title Examiner

STRAP: 36-47-25-B3-01200.1340

Effective Date: November 1, 2004, at 5:00 p.m. Search updated from 1-1-1999.

**Subject Property:** See Attached Schedule.

Title to the subject property is vested in the following:

**Daniel J. Mayfield, Jr. and Deanna C. Mayfield, husband and wife.**

By that certain instrument dated March 31, 1992, recorded April 3, 1992, in Official Record Book 2289 Page 1020, Public Records of Lee County, Florida.

**Easements:**

**1): Subject to an Access Easement over the Westerly 25 feet of the subject property as recited in deeds recorded in Official Record Book 653 Pages 2, Public Records of Lee County, Florida.**

**2): Subject to an Access Easement over the Northerly 25 feet of the subject property, as recited in a deed recorded in Official Record Book 561 Page 791, Public Records of Lee County, Florida.**

**3): Subject to a Utility Easement granted to Bonita Springs Utilities, affects an existing 25 foot roadway easement, lying in the South 25 feet of the subject property, recorded in Official Record Book 3114 Page 872, Public Records of Lee County, Florida.**

**Note 1): Subject to a Mortgage in the original sum of \$77,700.00 between Daniel J. Mayfield, Jr. and Deanna C. Mayfield (mortgagors) and Heritage National Bank (mortgagee), recorded in Official Record Book 2388 Page 2878, said mortgage was later assigned by Official Record Book 2470 Page 2669 and Official Record Book 2794 Page 2834, Public Records of Lee County, Florida.**

**Tax Status:\$1,014.86 paid on 11/23/04 for Tax Year 2004.**

*(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

# 5-Year Sales History

Parcel No. 306

Imperial Street Widening

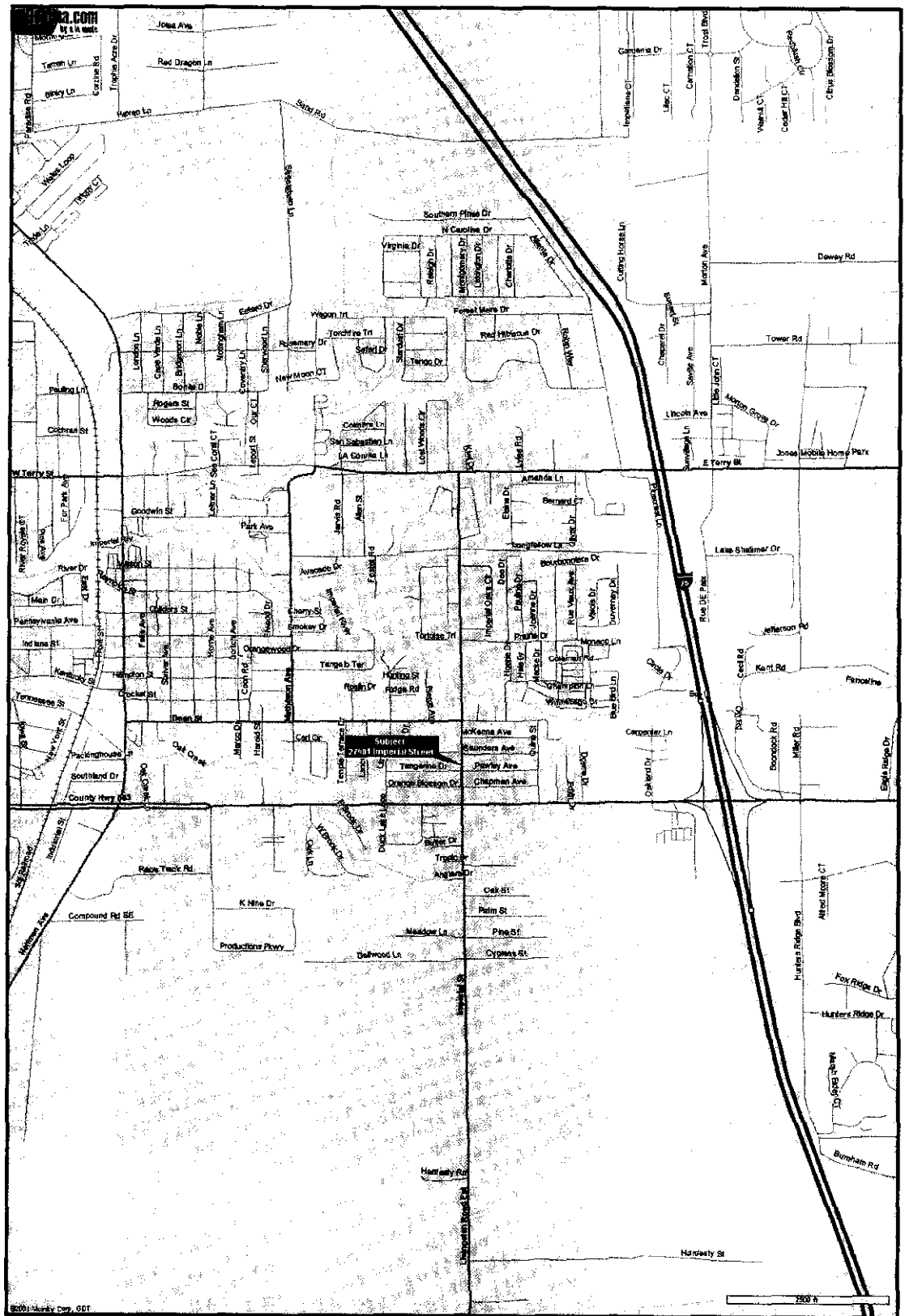
Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NOTE: No sales in the past five years.

### Location Map

Borrower/Client MAYFIELD, Daniel J.Jr.+ Deanna			
Property Address 27901 Imperial Street			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5934
Lender Lee County - County Lands			



Schedule A

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 36, NORTHERLY 525.0 FEET FOR THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID NORTH AND SOUTH QUARTER LINE, NORTHERLY 82.0 FEET; THENCE EASTERLY DEFLECTING 89°42'00" TO THE RIGHT, 145.00 FEET; THENCE SOUTHERLY DEFLECTING 90°18'00" TO THE RIGHT, 82.0 FEET; THENCE WESTERLY DEFLECTING 89°42'00" TO THE RIGHT, 145.0 FEET TO THE POINT OF BEGINNING; SUBJECT TO AN ACCESS EASEMENT OVER THE WESTERLY 25.0 FEET THEREOF; SUBJECT TO AN ACCESS EASEMENT OVER THE SOUTHERLY 25.0 FEET THEREOF; BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA. (KNOWN AS LOT 134, IMPERIAL GATES, AN UNRECORDED SUBDIVISION.)



**INTERLOCAL AGREEMENT BETWEEN  
LEE COUNTY AND CITY OF BONITA SPRINGS  
REGARDING OWNERSHIP, JURISDICTION, OPERATION  
AND MAINTENANCE OF CERTAIN LOCAL ROADS**

This Interlocal Agreement is made and entered into this 19th day of September, 2000, by and between the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida, acting by and through its City Council, the governing body thereof, "CITY", and LEE COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "COUNTY"; collectively, "the Parties" hereto.

**RECITALS**

WHEREAS, the City Council is the governing body in and for the City of Bonita Springs; and the Board of County Commissioners is the governing body in and for Lee County; and

WHEREAS, both the COUNTY and CITY are duly empowered pursuant to Florida Statutes, in particular, Section 163.01, Florida Statutes, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the CITY desires to have the COUNTY provide certain transportation services for the safety and welfare of the citizens of Bonita Springs through the County's Department of Transportation; and,

WHEREAS, the CITY finds it serves a public purpose and has determined it appropriate to compensate the COUNTY Department of Transportation for providing such services on behalf of the CITY; and

WHEREAS, pursuant to Chapter 99-428, Laws of Florida, the CITY assumed all governmental, corporate and proprietary powers provided by law to Florida municipalities as of April 15, 2000; and

WHEREAS, the Parties have determined that in order to continue an orderly transition of governmental powers and services, the City Council finds it appropriate to have the COUNTY provide local road operation and maintenance services as allowed for by the City Charter; and

WHEREAS, the Parties hereto find that entering into this Interlocal Agreement serves a public purpose and is to the public's benefit.

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 the terms and conditions under which the COUNTY will transfer certain road ownership and jurisdictional responsibilities to the CITY, and the COUNTY will provide to the CITY, certain transportation services to the CITY through its Department of Transportation.

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

### **SECTION II - AUTHORITY FOR AGREEMENT**

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

### **SECTION III - OWNERSHIP, OPERATION AND MAINTENANCE OF CERTAIN ROADS**

- A. Pursuant to Section 335.0415(3), Florida Statutes, and by operation of Chapter 99-428, Laws of Florida, the COUNTY hereby transfers over to the CITY for purposes of CITY ownership, jurisdiction, operation and maintenance, all of the local roads located within the corporate limits of the CITY as listed in Exhibit "B", attached hereto, in perpetuity.

No other roads located within the corporate limits of the CITY other than those listed in Exhibit "B", hereto, shall be transferred to the CITY; in particular, all of Hickory Boulevard, all of Bonita Beach Road and Imperial Road from Bonita Beach Road to the Collier County line, Vanderbilt Drive and Woods Edge Parkway, which is subject to an Interlocal Agreement between Lee and Collier Counties, all of which will remain as part of the COUNTY Transportation System pursuant to Chapter 336, Florida Statutes.

- B. As the result of the transfer of the local roads from the COUNTY to the CITY set out in paragraph A., above, the CITY shall assume forever, all jurisdictional, operational and maintenance responsibilities and attendant liabilities for the listed roads (Exhibit "B").

- C. This Section shall survive any expiration or termination of this Agreement with respect to the transfer of the roads as set out in paragraphs A. & B., above.

#### **SECTION IV - SCOPE OF SERVICES**

The COUNTY hereby agrees to provide and perform all work required and necessary to complete the services as set forth herein in Exhibit "A" and captioned "SCOPE OF SERVICES" for the CITY local roads as described in Exhibit "B", copies of both which are attached hereto.

#### **SECTION V - COMPENSATION AND METHOD OF PAYMENT**

The total annual cost for the COUNTY'S "core services" to the CITY for local roads operation and maintenance as set out herein, shall be a not-to-exceed amount of \$800,000.00.

Payment for the "core services" pursuant to this Agreement will be made by the CITY to the COUNTY within twenty-five (25) calendar days following the invoice and accompanying certification from the COUNTY for each month's work by the Lee County Department of Transportation on behalf of the CITY. As its certification, the COUNTY shall submit a form attached as Exhibit "C" with its invoice certifying the type of work or activity that was done during the month invoiced.

Any services provided to the CITY by the COUNTY that are above or apart from "core services" as set out herein, shall be paid by the CITY to the COUNTY on an invoice basis for time and materials. Except for emergency work, the City Manager or his designee shall authorize any work to be performed.

COUNTY invoices for work other than "core services" will have sufficient detail for the CITY to ascertain the nature of the work, the duration, costs of time and materials and the location of the job(s).

#### **SECTION VI - TERM OF AGREEMENT FOR SERVICES**

With the exception of Section III. above, this Interlocal Agreement with respect to the contemplated services to be provided by the COUNTY, shall begin on October 1, 2000 and end on September 30, 2001, for a term not greater than one (1) year, unless renewed or amended by the Parties hereto with the same formalities as this Agreement.

#### **SECTION VII - ASSIGNMENT**

No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by the CITY and the COUNTY.

**SECTION VIII - 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 to the CITY, at the Office of the City Manager.

**SECTION IX- AMENDMENT**

This Interlocal Agreement may only be amended in writing and duly executed by the CITY and the COUNTY with the same formalities as this Agreement.

**SECTION X - CONSTRUCTION**

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

**SECTION XI - DEFAULT**

If the CITY or the COUNTY shall fail to perform or observe any of the material terms or conditions of this Interlocal Agreement applicable to it for a period of thirty (30) days after receipt of written notice of such default from the other Party, the Party giving the notice of default may be entitled to terminate this Interlocal Agreement. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the terms specifically contained therein.

**SECTION XII - TERMINATION**

This Interlocal Agreement may be terminated by the COUNTY for its convenience, or due to the fault of the CITY, by giving ninety (90) days written notice to the CITY. The COUNTY may, without prejudice to any other right or remedy, after required notices are provided, terminate this Interlocal Agreement.

This Interlocal Agreement may be terminated by the CITY for its convenience, or due to the fault of the COUNTY, by giving ninety (90) days written notice to the COUNTY. The CITY may, without prejudice to any other right or remedy, after required notices are provided, terminate this Interlocal Agreement.

The CITY may terminate this Interlocal Agreement by submitting a written notice to the COUNTY dated not less than ninety (90) days prior to the termination date, stating the reason(s) for such termination.

Termination will be effective on the date specified on the written notice. In any event of a CITY termination, the COUNTY shall be paid for all work performed until termination, and shall retain all rights and remedies, if any, provided by law.

**SECTION XIII - SEVERABILITY**

If any provision of this Interlocal Agreement is held invalid, the remainder of the Interlocal Agreement shall not be affected thereby and all other parts of this Interlocal Agreement shall nevertheless be in full force and effect.

**SECTION XIV - LIABILITY**

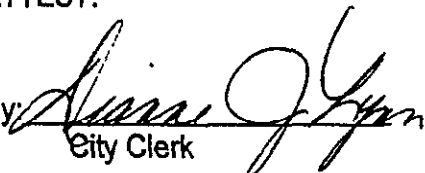
The Parties agree that by execution of this Interlocal Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for by Section 768.28, Florida Statutes.

**SECTION XV - FILING**


This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City.

IN WITNESS WHEREOF, the CITY and the COUNTY have executed this Interlocal Agreement on the day, month and year first written above.

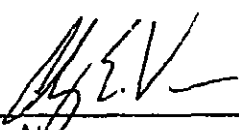
ATTEST:

By:   
City Clerk

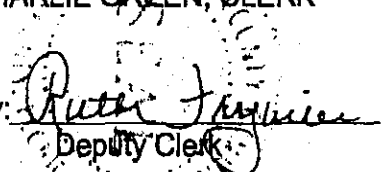
CITY OF BONITA SPRINGS

By:   
Paul Pass, Mayor

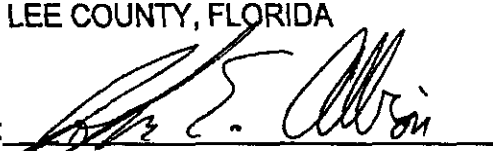
APPROVED AS TO FORM:

By:   
City Attorney

ATTEST:  
CHARLIE GREEN, CLERK

By:   
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By:   
Chairman

APPROVED AS TO FORM:

By:   
Office of the County Attorney

## SCOPE OF SERVICES

I. Services Lee County Department of Transportation will provide to City of Bonita Springs:

A. Department from which service will be provided:

1. Operations
2. Traffic
3. Engineering

B. Services by department

1. Operations:

- a. Bridge Services
- b. Landscape Maintenance
- c. Canal Maintenance
- d. Roadway Maintenance

2. Traffic

- a. Traffic Sign Maintenance
- b. Pavement Marking
- c. Traffic Signal and Street Lighting
- d. Traffic Engineering Studies

3. Engineering

- a. Construction Engineering Inspections (Developer contribution assets only)
- b. Driveway & Culvert Permitting (self funded through permitting fees)
- c. Right of Way Construction Permitting (self funded through permitting fees)

II. Some services are provided on a regularly scheduled basis. Other services are provided based on complaints that we receive, all as detailed in the following:

A. Operations

### EXHIBIT "A"

1. Bridge services – responsible for maintaining all the roadway bridges and drainage culverts around the County. In addition the program maintains all handrail and guardrails on the roads. Also provided is the preventative maintenance on the drawbridges.
  - a. Bridge maintenance is performed based on the findings of the bi-annual state bridge inspections. Some maintenance may be scheduled due to the County's periodic inspections. Also, maintenance may be performed because of RFA's that we receive. This includes painting over graffiti on bridge rails, structures or roadways.
  - b. Drainage culvert maintenance is scheduled based on periodic County inspections.
  - c. Handrail and guardrail repair is based on RFA requests.
  
2. Landscape maintenance - To maintain County sponsored landscape projects within the ROW. All areas are to be maintained to achieve aesthetic and safety criteria as outlined in the Leescape Master Plan, FDOT Roadway Design Manual and Best Horticultural Practices prescribed by the industry.
  - a. The sites are inspected on a weekly basis to evaluate the health of the plants and condition of the site, i.e. weeds, litter, moisture. If there are deficiencies the appropriate party is contacted and corrective measures taken.
  - b. Fertilization is scheduled eight times a year and applied with a broadcast spreader at half the manufacture recommended rate. All roads are scheduled consecutively and completed within one week. Soil samples are taken periodically and any additional amendments are applied as needed.
  - c. Watering is done on an as needed basis to maintain healthy plants.
  - d. Chemical applications are done on an as needed basis only to control insects and disease. All application is done in accordance with the manufacture's label. Applicator must have pesticide applicator license. IPM (Integrated Pest Management) program is in place. The program is based on monitoring plants and the environmental conditions to dictate controls. In cases where disease is undefined, a tissue and/or root sample

## EXHIBIT "A"



is sent to A & L labs for analysis and recommendation.

- e. Pruning for deciduous trees, Crape Myrtle, is done in the spring. All trees are scheduled as needed and as the schedule permits. Team prunes trees to maintain a healthy structure and safety for the traveling public.
3. Canal Maintenance – To maintain the County primary and secondary canal systems and includes operating weirs to deter residential flooding for surface water management. Maintenance of canal systems includes mowing, spraying canals for weeds, demucking canals, repairing erosion problems and debris removal, all to insure proper water flow. The weirs are operated and inspected, greased and mechanical adjustments made on a scheduled basis.
- a. Canal mowing – Canal mowing to be performed once every four months. This will include mowing the complete ROW, including access roads. It will also include slope mowing the canal banks.
  - b. Canal spraying
    - (1) Once a canal has been mowed and sprayed, it is revisited on a rotating basis every 3-4 months. Ditches are revisited on an as required basis.
    - (2) Spray ditches/canals with chemical. Seven to ten days after the area is sprayed, Maintenance Crew Leaders inspect the area to ensure that all vegetation is dead. If there are still some green areas, it is spot sprayed and re-inspected.
    - (3) Private contractors maintain canals requiring intense monthly maintenance and/or special chemical needs. Hydrilla, Water Lettuce, Water Hyacinth, Torpedo Grass and Primrose Willow are some of the plants requiring chemical sprays other than our standard mix.
    - (4) Lee County Mosquito Control also assists with spraying for Water Hyacinth and Cattails on an as needed basis as directed by Operations.

## EXHIBIT "A"

- c. Canal demucking – This service is provided on an as needed basis. The purpose is to ensure that the canal continues to function hydraulically as it was originally designed. A number of the canals are cleaned on an annual basis due to them being critical to drainage in that area (core maintenance). Other canals are cleaned on a periodic basis that may provide for a cleaning cycle of once every two to three years (selective maintenance).
- d. Erosion repairs – done on an as needed basis and based on RFA's.
- e. Weir operations – Performed on an as needed basis to mitigate residential flooding.

4. Roadway Maintenance -

- a. Shoulder work & pothole repairs
  - (1) Shoulder work – The purpose is to maintain high and low shoulders, washouts, repairs and road grading. To cut high shoulders down to keep water from standing on the road in travel lanes and keep asphalt from eroding due to standing water. To keep edges of roads from breaking off due to ruts and drop offs being created by traffic running off the road. This task requires materials to be added to the shoulder in most cases. All repairs are based on RFA's or repairs based on problems noted by one of the crews. No routine inspections are performed.
  - (2) Pothole & roadway repairs - To ensure timely, quality asphalt pavement repairs. All pothole repairs are based on RFA's or repairs based on problems noted by one of the crews. No routine inspections are performed.
  - (3) Pipe – This efforts consists of replacing roadway drainage culverts and driveway culverts to ensure the continued hydraulic function of the drainage system that the

EXHIBIT "A"

pipe is part of. The culvert pipe is to be replaced only when its eminent failure is cause for safety concern for the travelling public, the failure is effecting the hydraulic capacity of the drainage system or the size of the culvert is causing a negative impact on the operation of the drainage system. All repairs are based on RFA's or repairs based on problems noted by one of the crews. No routine inspections are performed.

- (4) Once the problem is identified and investigated, it is turned over to the maintenance supervisor to be scheduled for repair.
- (5) The culvert is replaced or repaired and the surrounding area restored to its original condition, based on present traffic safety standards.
- (6) Any private property, i.e. fences, markers, etc. that have been installed within the ROW, but without proper permits are left for the property owner to dispose of in the proper manner.
  - Ditching – The purpose is to ensure the continued hydraulic function of the roadside drainage system to deter residential flooding for surface water management. The maintenance generally consists of re-excavating the ditch to its original or design flow line elevations. Some minor chemical spraying or treatments may be done on ditches that are not located within existing residential areas. All work is scheduled based on RFA's that have been received. No routine inspections or routine cleanings are done.
- (7) All efforts are based on RFA's received. When a call is received it is logged into

## EXHIBIT "A"

- the RFA tracking system.
- (8) The RFA Inspector is assigned the complaint to investigate. If he concurs that there is a problem, he determines if it requires an engineering review or if it can be turned over to the crew directly.
  - (9) Once the RFA inspector has completed his review and any engineering review is completed, if needed, the problem is turned over for scheduling to the maintenance supervisor.
  - (10) The maintenance supervisor assigns the work to a specific crew to be accomplished when the crew is within that area. The crews continually rotate around the County. The crew cleans the ditch from the complaint to the outfall. No additional preventative maintenance is done, unless requested.
  - (11) All work is completed when the crew is in an area. The general turn around time to resolve a complaint is 2 to 6 months. No complaints should be held longer than 8 months.
  - (12) The crew re-grades the ditch to its design flow line if that information is available. If not the crew re-grades the ditch to a constant slope between fixed elevations, i.e. driveway culverts, cross drains, etc.
  - (13) Once excavation is completed, the ditch is re-sodded with the same type of sod that was removed, on developed lots only.
  - (14) No re-grading is done to alleviate nuisance water problems. Nuisance water problems are defined as water standing in a ditch for longer than 72 hours but less than 6" in depth and not causing any potential flooding concerns.
  - (15) Sidewalk/Bikepath Maintenance – The purpose is to provide a relatively clean sidewalk/bikepath for walking and

## EXHIBIT "A"

bicycling. This work is performed on a scheduled basis with a frequency of four times per year. The work effort includes mowing along both sides of the sidewalk/bikepath, edging the path as required and sweeping the path after all mowing and edging is complete.

- (16) ROW Mowing – All standard mowing is done on a scheduled basis. The purpose is to provide clear sightlines on our roadways for the safety of the public, and to maintain an aesthetically pleasing environment. The work is accomplished using both County staff and contracted services.
- (17) The areas are visited on a scheduled, and on an as needed basis.
- (18) High visible and high volume roads every 3 to 4 weeks, secondary roads and subdivision lots every 6 to 8 weeks, and specialty mowing (slopemower) are visited every 6 months or on an as needed basis.
- (19) The types of equipment used to mow are, 7 and 15 ft. rotary mowers attached to a farm type tractor, lawn type riding rotary mowers, and a rotary mower attached to a boom, mounted on a farm type tractor for specialty mowing.
- (20) The 7 ft and 15 ft rotary mowers, mow along the roadsides from the edge of the pavement to the back of the R.O.W. or to the edge of the ditch. The lawn type riding mowers mow the center medians and most curbed areas. The boom mounted mower reaches over the ditch areas to mow the weeds on the back side, also to trim back brush and limbs for sight distance, and for aesthetics.
- (21) Trash and liter is picked up prior to mowing operations utilizing the Sheriff's trustee program. If the trustees are not

## EXHIBIT "A"

available the mowing is to proceed as scheduled.

**B. Traffic**

1. **Traffic Sign Maintenance-** will ensure that all County maintained roadways have the appropriate signs and markings. All work is done in accordance with Federal, State, and local standards and practices. Maintenance and installation will be done through inspections, work orders, Capital Improvement Program (CIP), Citizen Request For Actions (RFA's), and emergency responses. Inspections will be performed on a scheduled and unscheduled basis.
  - a. The periodic inspection of an area about every 14 to 24 days by a traffic sign installer. The installer travels along the roadways in an area to inspect the condition of all traffic signs. Any sign found in need of repair or replacement are tended to as the installer comes upon them. In the event that the installer comes upon a damaged street name sign or another type of sign, which he does not have stocked on his truck, he places an order to have the street name sign made or picks up a new sign as soon as possible to complete the work.
  - b. In the event that a traffic sign is reported as damaged or missing during regular business hours (7 am to 5:30 pm, M-F), an installer will investigate the service call within one (1) hour or less to determine the extent of the repairs needed and to restore the traffic sign to an appropriate condition.
  - c. In the event that a traffic sign is reported outside of regular business hours, an installer will investigate the service call within two (2) hour or less to determine the extent of the repairs needed and to restore the traffic sign to an appropriate condition.
  - d. To provide traffic control in response to incidents on the roadways. (i.e., major crashes, roadway flooding, severe roadway pavement failures) *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*
  - e. To provide support and manpower in the event of major

**EXHIBIT "A"**

storm events. *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*

2. Pavement Marking

- a. Each roadway, which has centerline, edge line, and lane lines, is reviewed on an annual basis and will be painted on an as needed basis.
- b. Each location, which has a pavement marking (e.g., stop bar, crosswalk, railroad crossing, etc), is reviewed on an annual basis and will be refurbished on an as needed basis.
- c. To provide traffic control in response to incidents on the roadways. (i.e., major crashes, roadway flooding, severe roadway pavement failures) *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*
- d. To provide support and manpower in the event of major storm events. *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*

3. Traffic Signal and Street Lighting - will ensure that all County maintained traffic signals and systems, warning flashers, street lights, aerial signs, permanent counting stations, and the electrical systems for drawbridges and fender lights are installed, maintained, and repaired. All work is done in accordance with Federal, State, and local standards and practices. Maintenance will be done through inspections, work orders, RFA's, and emergency responses. Inspections will be performed on a scheduled and unscheduled basis

- a. The periodic preventive maintenance of a traffic signal, signal systems and street lighting at a signalized intersection will take place once a year. For the City, this includes 7 Traffic Signals and a School Entrance Flasher, and two (2) Computerized Closed Loop Traffic Signal Systems (one completely owned by the City and another that is connected to a County owned system).

EXHIBIT "A"

- b. The service maintenance for two (2) permanent traffic counting stations will be performed on an as needed basis.
- c. In the event that a traffic signal is reported as damaged or malfunctioning during regular business hours (7 am to 5:30 p.m., M-F), a traffic signal technician will investigate the service call within one (1) hour or less to determine the extent of the repairs needed and to restore the traffic signal to an appropriate condition.
- d. In the event that a traffic signal is reported outside of regular business hours, a technician will investigate the service call within two (2) hour or less to determine the extent of the repairs needed and to restore the traffic signal to an appropriate condition.
- e. In the event that a street light is reported as damaged during regular business hours (7 am to 5:30 pm, M-F), an electrician or technician will investigate the service call within one (1) hour or less to determine the extent of the repairs needed. The necessary repairs will be scheduled as soon as possible depending on the nature and extent of the damage.
- f. In the event that a street light is reported as damaged outside of regular business hours, an electrician or technician will investigate the service call within two (2) hours or less to determine the extent of the repairs needed. The necessary repairs will be scheduled as soon as possible depending on the nature and extent of the damage.
- g. In the event that a street light is reported as being burned out, the lamp will be replaced within five (5) working days.
- h. To make necessary modifications to existing traffic signals to accommodate needed changes in the signal's operation.
- i. To provide traffic control in response to incidents on the roadways. (i.e., major crashes, roadway flooding, severe roadway pavement failures) *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*
- j. To provide support and manpower in the event of major

## EXHIBIT "A"



storm events. *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*

4. Traffic Engineering Studies

- a. To conduct periodic traffic engineering studies and reviews of roadways and streets to identify operational and safety improvements relative to pedestrian, bicycle, and vehicular traffic flow.
- b. To monitor and direct the operation of the Computerized Traffic Signal Systems to be owned or maintained by the City. For the City, this includes 7 Traffic Signals and a School Entrance Flasher, and two (2) Computerized Closed Loop Traffic Signal Systems (one completely owned by the City and another that is connected to a County owned system).
- c. To monitor the operation of two (2) permanent traffic counting stations.
- d. To investigate and address citizen concerns on arterial, collector, and residential streets relating to traffic conditions – volumes and speeds; timing of traffic signals and signal systems; need for traffic pavement markings; need for stop signs and traffic signals to control intersections; need for street lighting; and, other traffic safety issues.
- e. To participate in the transportation planning process, and provide the following: review and support, from an operational perspective, for transportation system planning; and, review and comment on traffic operations aspects of traffic impact statements, site plans, and development proposals.
- f. To provide review for intersection and street improvement design and roadway construction plans.
- g. To collect and assimilate annual traffic volume data, and publish the information as part of the Lee County Annual Traffic Count Report.
- h. To maintain records of all crashes at locations throughout the City, publish a report of crash rates at these locations, and identify those locations with significant crash rate experiences.

EXHIBIT "A"

- i. To review right-of-way use permits and maintenance of traffic plans.
- j. To provide traffic control in response to incidents on the roadways. (i.e., major crashes, roadway flooding, severe roadway pavement failures) *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*
- k. To provide support and manpower in the event of major storm events. *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*

C. Engineering

1. Construction Engineering Inspections

Oversee and review inspections of developer contributed assets only.

2. Driveway & Culvert Permitting

For the installation or the construction of a **residential** driveway located on county maintained roadways, easements or rights-of-way. This includes the placement of a culvert pipe or the construction of a swale either extending the full length of the property, or under the driveway portion which extends into the right-of-way.

The permit may be purchased through the Lee County Building Department.

The applicant must follow the requirements as stipulated on the permit and as set forth by Lee County DOT Surveyors and Inspectors.

All work must be inspected by Lee County DOT Inspectors prior to DOT final approval and sticker. This will include a stake out for a culvert, swale or sod, inspection of culvert and/or inspection of forms for swale, and inspection of sod for

EXHIBIT "A"

entire frontage or property ditch line. A re-inspection will be required on any failed inspection.

The Certificate of Occupancy shall not be issued by the Lee County Building Department until "final inspection" and the "permit finalized" is done by LCDOT.

The fee for a Residential Driveway Permits is \$95.00 for a single driveway entrance and \$120.00 for a double driveway entrance.

3. Right of Way Construction Permitting

For the installation of utility construction activities on County owned or maintained roadways or drainage rights-of-way or easements. This includes, acceleration/deceleration lanes, turn lanes, catch basins, widening of driveways, curb and gutter.

With the permit application the applicant is to provide two (2) sets of Development Order approved plans or sketches and a bond.

When a permit is to be issued to a utility company as owner, no bond is required. When a permit is to be issued to a contractor or property owner other than a utility company, the following shall apply:

- a. The permittee shall provide a Right-of-Way Permit Bond in the amount of 110% of the estimated construction costs, for each permit issued, or a Right-of-Way Bond covering multiple permits. Such bond or bonds shall be in a form acceptable to Lee County.
- b. The minimum bond for any construction with County roadways or drainage easements or right-of-way shall be \$5,000.00.
- c. A Right-of-Way Bond covering multiple permits in the amount of \$25,000.00 may be presented. In either one of these cases, the County Engineer at his discretion may require additional surety for any type of open cut.

EXHIBIT "A"

No permit shall be issued, and no work shall commence, until the said bond has been submitted to and approved by Lee County.

An inspection of all work must take place and be accepted by Lee County DOT. After the inspection and the work is accepted by Lee County DOT, the bond may be reduced. The permit bond shall stay in effect during one year after the final inspection has taken place. The Right-of-Way Construction Permit shall stay in effect for ninety (90) days. If an extension is needed, the Permittee must notify Lee County DOT prior to the expiration date of the permit.

The fee for said permit varies. The fees are listed in the External Fees and Charges Manual for Lee County DOT (Attachment 1., hereto).

More detailed information can be found in Administrative Code AC-11-12, titled "Utility Construction Activities in County Owned or Maintained Roadway and Drainage Rights-of-Way and Easements".

## EXHIBIT "A"

**FUNCTION:** Transportation

**ACTIVITY:** Road and Street  
Facilities

**PROGRAM:** Engineering Services

**DEPARTMENT:** Transportation

**BASIS FOR FEE:** Cost for service rendered

**DATE APPROVED:** 08-09-89

**NOTE:** As of 11-15-89, the County Manager has authority to revise, without Board approval, the following fees and charges:

**DEPARTMENT OF TRANSPORTATION FEES**

**ITEM**

*Blue Print Copy (24" X 36")	\$ 2.00
*County Right of Way Maps (blue print)	\$ 2.00
*County Right of Way Maps (microfiche copy)	\$ 5.00
*FDOT Right of Way Maps (blue print)	\$ 2.00
*FDOT Right of Way Maps (microfiche copy)	\$ 5.00
*County Bridge Location & Weight Limits	\$ 2.00

**DRIVEWAY & CULVERT PERMITS**

a. ***Single Residential Roadway Connection	\$ 95.00
b.***Double Residential Driveway Roadway Connection	\$120.00

**RIGHT-OF-WAY CONSTRUCTION PERMITS**

a. Single Commercial Roadway Connection Permit Review Fee	\$130.00
b. After the Fact Single Commercial Roadway Connection Permit Review Fee	\$260.00
c. Double Commercial Roadway Connection Permit Review Fee	\$155.00
d. After the Fact Double Commercial Roadway Connection Permit Review Fee	\$310.00

**(continued)**

DEPARTMENT OF TRANSPORTATION FEES (continued)

RIGHT-OF-WAY CONSTRUCTION PERMITS (continued)

- |    |   |          |
|----|---|----------|
| e. | Utility Permit Review Fee (one mile or less)                          | \$ 30.00 |
| f. | Additional Charge (in excess of one mile) Per Quarter<br>Mile \$ 7.00 |          |
| g. | After the Fact Utility Permit Review Fee                              | \$ 60.00 |
- \* Sold at Property Appraiser's Mapping Dept., 2480 Thompson Street  
\*\* Sold at Public Resources, Lobby Information Desk, 2115 Second Street  
\*\*\*Sold at Building Department, 1500 Monroe Street

A	B	C	D	E	F	I	J	K	L	M
REF	NAME	TYPE	URSU	STRAP	SUBDIVISION	MAIL	ASTEROM	ASTATO	PREBING	DISTRIC
2	ABERNATHY	ST		354725	BONITA SPRINGS	1431	OLD US 41	HORNE AV	80	6
3	ABERNATHY	ST		354725	BONITA SPRINGS	313	FRONT ST	OLD US 41	13	5
4	ALABAMA	ST		344725	BONITA SPRINGS TOWNSITE	1169	W OF OLD SEABOARD RD	E OF WISCONSIN ST	13	5
5	AMANDA	LN		364725	AROYAL PINES	995	ELAINE DR	OLIVER DR	80	6
6	ARROYAL	RD		344725	ARROYAL	2652	PENNSYLVANIA AV	BONITA BEACH RD	13	5
7	ATLANTIC	AVE		274725	IMPERIAL HARBOR U 1	522	IMPERIAL HARBOR BLVD	SE OF COLONY RD	61	5
8	BAILES	ST		044825	GULF WOODS	1309	MEADOWLARK LN	WINDSOR RD	136	3
9	BAREFOOT	LN		344725	QUAIL CREEK U 1	2403	W TERRY ST	END	61	5
10	BARETTA	DR		344725	ARBEL	1312	PENNSYLVANIA AV	CAROLINA ST	13	5
11	BARON	RD		274725	IMPERIAL HARBOR U 5 P 1	726	KINGS RD	COUNTESS LN	61	5
12	BAY	RD		254724	ADDN TO BLK I BONITA BEACH	1586	MELODY LN	S OF HARMONY LN	135	3
13	BEAUMONT	RD		044825	?	1677	BONITA BEACH RD	S TO MNT SIGN	135	4
14	BERNARD	CT		364725	AROYAL PINES	288	OLIVER RD	END	80	6
15	BIG BEND	RD		324725	TARPON BEND	1105	TARPON AV	END	135	3
16	BIRD POINT	CT		264725	SANDY HOLLOW	182	SANDY HOLLOW LN	END	134	2
17	BOB-WHITE	LN		344725	QUAIL CREEK U 1	395	BAREFOOT LN	BAREFOOT LN	61	5
18	BONITA	DR		264725	WOODS EST	2158	OLD US 41	END	134	2
19	BONITA BEACH	CSWY		134724	?	18788	BIG CARLOS PASS	NEW PASS	49	1
20	BONITA BEACH	CSWY		134724	?	6888	NEW PASS	BROADWAY CHANNEL	49	3
21	BONITA BEACH	RD	SE	334725	?	9083	I - 75	E TO END	149	6
22	BONITA BEACH	RD	SE	334725	?	9511	US 41	I - 75	136	4
23	BONITA BEACH	RD	SW	334725	?	11082	HICKORY BLVD	WINDSOR RD	135	3
24	BONITA BEACH	RD	SW	334725	?	1689	WINDSOR RD	US 41	135	4
25	BONITA GRANDE	DR		314726	BONITA BEACH RD TO E TERRY ST	5240	BONITA BEACH RD	E TERRY ST	149	6
26	BRADLEY	CT		364725	IMPERIAL PINES	195	OLIVER RD	END	80	6
27	BRIDGEPORT	LN		264725	ROSEMARY PARK	1248	BONITA DR	N TO END	134	2
28	BRINK	CIR		334725	WINDSOR ACRES	404	WINDSOR RD	W TO END	135	3
29	BUCCANEER	DR		344725	PIRATES COVE U 2 (UNREC)	670	PENNSYLVANIA AV	N TO END	13	5
30	CABANA	RD		274725	IMPERIAL HARBOR U 1	1027	ATLANTIC AV	END	61	5
31	CAJEPUT	LN		254724	ADDN TO BLK I BONITA BEACH	365	BAY AV	END	135	3
32	CALYPSO	WAY		254725	LEITNER CREEK MANOR	648	TORCHFIRE TRL	VAGABOND WY	134	2
33	CAPE VERDE	LN		264725	ROSEMARY PARK U 2	1244	BONITA DR	N TO END	134	2
34	CARNEY	CIR		234725	BONITA SPRINGS CC U 2	966	PARADISE RD	PARADISE RD	137	1
35	CARNOUSTIE	CT		144725	BONITA SPRINGS CC U 1	1825	PARADISE RD	END	137	1
36	CAROLINA	ST		344725	BONITA SPRINGS TOWNSITE	1877	ARROYAL RD	PLAYA DEL REY LN	13	5
37	CARTWRIGHT	CT		044825	CARTWRIGHT	948	WINDSOR RD	W TO END	136	3
38	CENTER	AVE		354725	CENTER PARK	633	W TERRY ST	GOODWIN ST	80	6

1	A	B	C	D	E	F	G	H	I	J	K	L	M
	REF	NAME	TYPE	RSO	ASRHS	SUBDIVISION	MMN	STEROM	EXISTO	PRECINS	DISTRIC		
39		CHAMBER OF COMMERCE	DR		214725	SPRING CREEK EAST U 1	1162	TIMBERWILDE DR	US 41		137	1	
40		CHAPAREL	DR		304726	?	1354	SUNCREST LN	S TO END		134	2	
41		CHAPMAN	AVE		364725	IMPERIAL GATES	1160	QUINN ST	IMPERIAL ST		80	6	
42		CHILDERS	ST		354725	BONITA SPRINGS TOWNSITE	292	FRONT ST	OLD US 41		13	5	
43		CHILDERS	ST		354725	BONITA SPRINGS TOWNSITE	1820	OLD US 41	ELMWOOD DR		80	6	
44		COCHRAN	ST		264725	ROSEMARY PARK U 1	346	PALM ST	PINE AV		134	2	
45		COCKLESHELL	DR		234725	BONITA SPRINGS CC	4783	US 41	MADDOX LN		137	1	
46		COLONY	RD		274725	IMPERIAL HARBOR U 7	3205	ATLANTIC AV	S TO END		61	5	
47		CONNECTICUT	ST		344725	HEITMANS BONITA SPRINGS	989	WISCONSIN ST	MICHIGAN ST		13	5	
48		COUNTESS	LN		274725	IMPERIAL HARBOR	1665	DUKE RD	N TO END		61	5	
49		COVENTRY	LN		264725	ROSEMARY PARK U 2	660	ROSEMARY DR	BONITA DR		134	2	
50		CROCKETT	ST		354725	BONITA SPRINGS	1052	PULLEN AV	OLD US 41		80	6	
51		CYPRESS	LN		264724	ADDN TO BLK I BONITA BEACH	370	BAY AV	END		135	3	
52		DEAN	ST		354725	BONITA SPRINGS TOWNSITE	6457	OLD US 41	QUINN ST		80	6	
53		DELAWARE	ST		354725	HEITMANS BONITA SPRINGS	984	WISCONSIN ST	MICHIGAN ST		13	5	
54		DELLWOOD	LN		014825	DEER RUN ESTATES U 1	1142	IMPERIAL ST	W TO END		136	4	
55		DOLPHIN	ST		174725	ESTERO BAY SHORES U 1	1303	SPRING CREEK RD	S TO END		148	1	
56		DORTCH	AVE		354725	BONITA SPRINGS	1211	RAGSDALE ST	N TO END		80	6	
57		DUCHESS	LN		274725	IMPERIAL HARBOR U 7	1874	LORD RD	QUEEN MARY LN		61	5	
58		DUKE	RD		274725	IMPERIAL HARBOR U 4	546	COUNTESS LN	DUCHESS LN		61	5	
59		EARL	RD		274725	IMPERIAL HARBOR U 3	714	PITT RD	PRINCESS LN		61	5	
60		EDENBRIDGE	CT		344725	EDENBRIDGE GARDENS	1232	W TERRY ST	S TO END		61	5	
61		ELAINE	DR		364725	AROYAL PINES	1119	E TERRY ST	IMPERIAL PINES WY		80	6	
62		ENOCH	LN		144725	FAIRWAY ESTATES	952	PARADISE RD	ST PATRICK LN		137	1	
63		ESPLANADE	ST		324725	IMPERIAL SHORES	3808	IMPERIAL SHORES BLVD	E TO END		135	3	
64		FELTS	AVE		354725	BONITA SPRINGS	2766	DEAN ST	N TO END		80	6	
65		FENNER	CIR		234725	BONITA SPRINGS CC	840	PARADISE RD	PARADISE RD		137	1	
66		FOREST MERE	DR		254725	SPRING LAKES	636	SOUTHERN PINES DR	ROBIN WY		134	2	
67		FOREST PARK	AVE		354725	RIVERSIDE	893	W TERRY ST	S RIVERSIDE DR		61	5	
68		FORESTER	DR		314725	BONITA BEACH 1ST ADD	1207	KINGS KEW	N TO END		135	3	
69		FRANKLIN	ST		324725	?	601	VANDERBILT DR	MANGO DR		135	3	
70		FRONT	ST		354725	BONITA SPRINGS TOWNSITE	1441	PINE LAKE RD	MARINER RD		13	5	
71		GARRETT	ST		344725	PARK PLACE	1313	CHILDERS ST	KENTUCKY ST		13	5	
72		GARY	RD		324725	LEDFORD SHORES	949	CAROLINA ST	PENNSYLVANIA AV		135	3	
73		GEORGIA	ST		354725	BONITA SPRINGS TOWNSITE	1279	WASHINGTON ST	NEW YORK ST		13	5	
74		GOODWIN	ST		354725	TUSSEYS SUB	2621	OLD US 41	MATHESON AV		80	6	
75		HAMPTON	ST		354725	BONITA SPRINGS TOWNSITE	1788	OLD US 41	HORNE AV		80	6	



1	A	B	C	D	E	F	I	J	K	L	M
	REF	NAME	TYPE	URSU	STRAP	SUBDIVISION	UNIT #	X FROM	X TO	PRECINCT	DISTRICT
76		HARMONY	LN		254724	ADDN TO BLK I BONITA BEACH	365	HICKORY BLVD	BAY AV	135	3
77		HATTER	CT		364725	AROYAL PINES	241	ELAINE DR	E TO END	80	6
78		HICKORY	BLVD		254724	ADDN TO BLK I BONITA BEACH	10840	BONITA BEACH RD	N TO BIG CARLOS PASS	135	3
79		HIGHLAND WOODS	BLVD		284725	HIGHLAND WOODS	1400	US 41	E FOR 1400 FT	61	5
80		HORNE	AVE		354725	BONITA SPRINGS	2678	DEAN ST	N TO END	80	6
81		HUNTERS RIDGE	CT		064826	?	329	HUNTERS RIDGE BLVD	END	149	6
82		HUNTERS RIDGE	BLVD		064826	?	1277	BONITA BEACH RD	HUNTERS RIDGE CT	149	6
83		IDAHO	ST		354725	BONITA SPRINGS TOWNSITE	459	KENTUCKY ST	INDIANA ST	13	5
84		ILLINOIS	ST		354725	BONITA SPRINGS TOWNSITE	988	KENTUCKY ST	PENNSYLVANIA AV	13	5
85		IMPERIAL	ST		354725	BONITA GARDENS	7873	E TERRY ST	S TO END	80	6
86		IMPERIAL HARBOR	BLVD		274725	IMPERIAL HARBOR U 1	3551	OLD US 41	END	61	5
87		IMPERIAL OAKS	CIR		354725	IMPERIAL OAKS	1935	IMPERIAL ST	IMPERIAL ST	80	6
88		IMPERIAL PINES	WAY		354725	IMPERIAL PINES	1060	EI AINE DR	OLIVER DR	80	6
89		IMPERIAL RIVER	RD		324725	STANTONS	2167	BONITA BEACH RD	N TO END	135	3
90		IMPERIAL SHORES	BLVD		324725	IMPERIAL SHORES	2336	BONITA BEACH RD	N TO END	135	3
91		INDIANA	ST		354725	?	1410	ILLINOIS ST	STONEHAVEN DR	13	5
92		INDUSTRIAL	ST		354725	BONITA SPRINGS TOWNSITE	1338	BONITA BEACH RD	TENNESEE ST	13	5
93		IOWA	ST		354725	BONITA SPRINGS TOWNSITE	950	BONITA BEACH RD	GEORGIA ST	13	5
94		JACKFISH	ST		174725	ESTERO BAY SHORES U 1	334	KINGFISH ST	END	148	1
95		JACKSON	AVE		354725	RIVERSIDE	1156	W TERRY ST	S RIVERSIDE DR	61	5
96		JOLLY ROGER	LN		344725	?	1168	PENNSYLVANIA AV	N TO END	13	5
97		KATREENA	DR		044825	SUNSET ACRES	658	VANDERBILT DR	MANGO DR	136	3
98		KENTUCKY	ST		344725	VILLA BONITA U 3	4111	WISCONSIN ST	OLD US 41	13	5
99		KINGFISH	ST		174725	ESTERO BAY SHORES U 1	610	SWORDFISH ST	PINFISH CT	148	1
100		KINGS	RD		274725	IMPERIAL HARBOR U 1	3255	COUNTLESS LN	END	61	5
101		KINGS KEW			314725	KINLEYLAND	615	HICKORY BLVD	N TO END	135	3
102		KNIGHT	RD		274725	IMPERIAL HARBOR	580	COUNTLESS LN	KINGS RD	61	5
103		LAKE SHALIMAR	DR		314726	LAKES OF SAN SOUCI	2160	RUE DE PAIX	END	149	6
104		LEE	CT		364725	IMPERIAL PINES	226	ELAINE DR	END	80	6
105		LIME	ST		364725	HIGHLAND ESTATES	575	BONITA BEACH RD	TANGERINE TERR	80	6
106		LITTLE HICKORY	RD		324725	IMPERIAL SHORES	1244	IMPERIAL SHORES BLVD	REAHARD CT	135	3
107		LONDON	LN		264725	ROSEMARY PARK 2	1257	BONITA DR	N TO END	134	2
108		LONGFELLOW	LN		364725	BONITA FARMS	1323	MATHESON AV	FOSTER LN	80	6
109		LORD	RD		274725	IMPERIAL HARBOR	1025	COUNTLESS LN	KINGS RD	61	5
110		LOS AMIGOS	LN		344725	ARROYAL HEIGHTS	1311	CAROLINA ST	PENNSYLVANIA AV	13	5
111		LOST WOODS	CIR		254725	WINTER HAVEN EAST	2557	E TERRY ST	E TERRY ST	134	2
112		LUKE	ST		334725	ARROYAL	1715	TARPON AV	BONITA BEACH RD	135	3

1	A	B	C	D	E	F	G	H	I	J	K	L	M
	TYPE	NAME	TYPE	DESCRIPTION	TRAP	SUBDIVISION	UNIT	ST	FROM	X ST TO	PRECINCT	DISTRICT	
113		MADDOX	LN		144725	BONITA SPRINGS CC	1336	PARADISE RD		COCKLESHELL DR		137	1
114		MAIDEN	LN		304726	SUN VILLAGE ESTATES	284	MORTON AV		SUN VILLAGE LN		134	2
115		MANGO	DR		044825	SUNSET ACRES	1808	BONITA BEACH RD		S TO END		136	3
116		MARINER	RD		324725	IMPERIAL SHORES U 1	1251	IMPERIAL SHORES BLVD		REAHARD CT		135	3
117		MATHESON	AVE		354725	WESTBOBEAN - BONITA SPRINGS	4199	DEAN ST		W TERRY ST		80	5
118		MCLAUGHLIN	BLVD		304725	CAROLANDS (UNREC)	3698	HICKORY BLVD		END		135	3
119		MEADOW	LN		014825	DEER RUN ESTATES U 1	1142	IMPERIAL ST		W TO END		136	4
120		MEADOW LARK	LN		044825	VANDERBILT LAKES	2822	BONITA BEACH RD		WINTHROP CIR		135	3
121		MEADOW LARK	LN		044825	?	2822	BONITA BEACH RD		WINTHROP CIR		136	3
122		MELODY	LN		254724	ADDN TO BLK I BONITA BEACH	230	HICKORY BLVD		END		135	3
123		MICHIGAN	ST		344725	BONITA SPRINGS TP	2592	BONITA BEACH RD		PENNSYLVANIA AV		13	5
124		MONTANA	CT		344725	PARK PLACE	366	WISCONSIN ST		END		13	5
125		MORTON	AVE		304726	SUN VILLAGE EST	5385	E TERRY ST		SAND RD		134	2
126		MURAT	CT		364725	ORANGE CREEK REPLAT	223	ORANGEWOOD DR		END		80	6
127		NEVADA	ST		354725	HEITMANS BONITA SPRINGS	814	PENNSYLVANIA AV		KENTUCKY ST		13	5
128		NEW MOON	CT		254725	LEITNER CREEK MANOR	354	CALYPSO WY		VAGABOND WY		134	2
129		NEW YORK	ST		354725	HEITMANS BONITA SPRINGS	1395	IOWA ST		TENNESEE ST		13	5
130		NICKI-J	CT		254725	IRISH PINES	511	E TERRY ST		END		134	2
131		NOBLE	LN		264725	ROSEMARY PARK 2	659	BONITA DR		ROSEMARY DR		134	2
132		NOMAD	DR		254725	LEITNER CREEK MANOR U 2	831	STARDUST DR		WAGON TRL		134	2
133		OKEANA	ST		324725	IMPERIAL SHORES	745	BONITA BEACH RD		PINE LAKE RD		135	3
134		OLD 41	RD		164725	?	9344	US 41		S SECTION LINE OF 224725		137	1
135		OLD 41	RD		164725	?	7586	S SECTION LINE OF 224725		IMPERIAL RIVER BRIDGE		61	5
136		OLD 41	RD		164725	?	4040	IMPERIAL RIVER BRIDGE		BONITA BEACH RD		13	5
137		OLD 41	RD		164725	?	8102	BONITA BEACH RD		COUNTY LINE		136	4
138		OLD SEABOARD	RD		344725	BONITA FARMS	629	ALABAMA ST		CAROLINA ST		13	5
139		OLIVER	DR		364725	IMPERIAL PINES	1083	E TERRY ST		IMPERIAL PINES WY		80	6
140		ORANGE BLOSSOM	DR		364725	HIGHLAND ESTATES	1191	LIME ST		IMPERIAL ST		80	6
141		ORANGEWOOD	DR		364725	ORANGE CREEK REPLAT	1777	TANGELO TERR		W TO END		80	6
142		OREGON	ST		354725	?	556	INDIANA ST		KENTUCKY ST		13	5
143		ORR	RD		314726	?	1401	BONITA BEACH RD		NW TO EOP		149	6
144		OUR	CT		264725	BONITA DRIVE ESTATES	509	BONITA DR		S TO END		134	2
145		PALM	AVE		264725	ROSEMARY PARK U 1	1307	W TERRY ST		PAULING LN		61	5
146		PARADISE	RD		234725	PARADISE ACRES	7076	ST PATRICK LN		S TO EOP		137	1
147		PAULING	LN		264725	ROSEMARY PARK U 1	488	N RIVERSIDE DR		W TO END		61	5
148		PEER	LN		274725	IMPERIAL HARBOR U 7	554	QUEEN MARY LN		S TO END		61	5
149		PELICAN RIDGE	CIR		344725	PELICAN RIDGE	585	PENNSYLVANIA AV		S TO END		13	5

1	A	B	C	U	E	F	I	J	K	L	M
	REF	NAME	TYPE	MSD	AREA	SUBDIVISION	LOT	ST	TO	PRECINCT	DISTRICT
150		PENNSYLVANIA	AVE		344725	HEITMANS BONITA SPRINGS	7801	FRONT ST	ARROYAL RD	13	5
151		PINE	AVE		264725	ROSEMARY PARK 1	2529	W TERRY ST	N TO END	61	5
152		PINE LAKE	RD		324725	IMPERIAL SHORES	1287	IMPERIAL SHORES BLVD	E TO END	135	3
153		PINECREST	LN		314726	PINECREST HAVEN	2955	E TERRY ST	S TO EOP	80	6
154		PINETRAIL	DR		364725	PINEWOOD ESTATES	429	E TERRY ST	S TO END	80	6
155		PINFISH	CT		174725	ESTERO BAY SHORES U 1	116	KINGFISH ST	END	148	1
156		PITT	RD		274725	IMPERIAL HARBOR	1329	COUNTLESS LN	PRINCESS LN	61	5
157		PIVA	CT		254725	WINTER HAVEN WEST	1044	E TERRY ST	N TO END	134	2
158		PLAYA DEL REY	LN		344725	ARROYAL HEIGHTS U 2	1318	PENNSYLVANIA AV	CAROLINA ST	13	5
159		POLLARD	DR		344725	PELICAN RIDGE	780	PENNSYLVANIA AV	PELICAN RIDGE CIR	13	5
160		PRINCESS	LN		274725	IMPERIAL HARBOR U 1	3360	IMPERIAL HARBOR BLVD	COUNTLESS LN	61	5
161		PULLEN	AVE		354725	BONITA SPRINGS TOWNSITES	2814	DEAN ST	N TO END	80	6
162		QUAILS NEST	LN		064826	?	1819	BONITA BEACH RD	S TO END	136	4
163		QUEEN MARY	LN		274725	IMPERIAL HARBOR U 7	1990	KINGS RD	COLONY RD	61	5
164		QUEENS KEW	XX		314725	KINLEYLAND	200	KINGS KEW	END	135	3
165		QUINN	ST		364725	IMPERIAL GATES	1314	DEAN ST	BONITA BEACH RD	80	6
166		RAGSDALE	ST		354725	BONITA SPRINGS TOWNSITE	2629	MATHESON AV	OLD US 41	80	6
167		RAGSDALE	ST		354725	BONITA SPRINGS TOWNSITE	282	OLD US 41	FRONT ST	13	5
168		REAHARD	CT		324725	SUTTONS SUB	290	LITTLE HICKORY RD	MARINER RD	135	3
169		REDBUD	LN		014825	OAK CREEK MANOR	1195	IMPERIAL ST	E TO END	136	4
170		REDFISH	ST		174725	ESTERO BAY SHORES U 1	1014	SPRING CREEK RD	S TO END	148	1
171		REED	CT		264725	SANDY HOLLOW	137	WINDLEY KEY TERR	END	134	2
172		REYNOLDS	ST		354725	BONITA SPRINGS TOWNSITES	715	OLD US 41	SHRIVER AV	80	6
173		RICHVIEW	CT		344725	RICHVIEW	1033	W TERRY ST	END	61	5
174	N	RIVERSIDE	DR		264725	ROSEMARY PARK 1	1324	W TERRY ST	PAULING LN	61	5
175	S	RIVERSIDE	DR		354725	RIVERSIDE	1489	W TERRY ST	S TO END	61	5
176		ROBIN	WAY		254725	FOREST MERE	1203	FOREST MERE DR	RED HIBISCUS DR	134	2
177		ROGERS	LN		264725	WOODS ESTATES	763	WOODS CIR	WOODS CIR	134	2
178		ROSEMARY	DR		264725	ROSEMARY PARK U 2	3080	OLD US 41	VAGABOND WY	134	2
179		ROYAL	CT		274725	IMPERIAL HARBOR U 4	435	DUCHESS LN	END	61	5
180		RUE DE PAIX			314726	LAKES OF SAN SOUCI	2454	E TERRY ST	S TO END	149	6
181		SAFARI	DR		254725	LEITNER CREEK MANOR U 2	651	STARDUST DR	NOMAD DR	134	2
182		SAILFISH	ST		174725	ESTERO BAY SHORES U 1	320	SPRING CREEK RD	END	148	1
183		SANDY HOLLOW	LN		264725	SANDY HOLLOW	2193	OLD US 41	END	134	2
184		SEAGRAPE	LN		254724	ADDN TO BLK I BONITA BEACH	152	BAY AV	END	135	3
185		SHADE TREE	CT		264725	SANDY HOLLOW	354	SANDY HOLLOW LN	END	134	2
186		SHRIVER	AVE		354725	BONITA SPRINGS	2854	DEAN ST	N TO END	80	6

1	A	B	C	D	E	F	I	J	K	L	M	
	REF	NAME	TYPE	TRSF	STRAP	SUBDIVISION	MIN	MAX	FROM	TO	PREING	DISTR
187		SOUTH VIEW	DR		344725	ARBEL	1313	CAROLINA ST	PENNSYLVANIA AV		13	5
188		SOUTHERN PINES	DR		254725	SOUTHERN PINES	4364	E TERRY ST	W TO END		134	2
189		SOUTHLAND	DR		354725	HEITMANS BONITA SPRINGS	360	OLD US 41	360 FT W OF OLD 41		13	5
190		SPRING CREEK	RD		174725	SPRING CREEK ESTATES	5042	CITY LIMITS	SAILFISH ST		148	1
191		SQUIRE	LN		274725	IMPERIAL HARBOR U 7	423	QUEEN MARY LN	KINGS RD		61	5
192		ST PATRICK	LN		144725	FAIRWAY ESTATES	1700	PARADISE RD	WILD TURKEY AV		137	1
193		STARDUST	DR		254725	LEITNER CREEK MANOR U 2	1693	NOMAD DR	WAGON TRL		134	2
194		STONEHAVEN	DR		354725	HEITMANS BONITA SPRINGS	597	PENNSYLVANIA AV	END		13	5
195		SUDBURY	LN		044825	SUDBURY ESTATES	1309	MEADOWLARK LN	WINDSOR RD		136	3
196		SUFFRIDGE	DR		344725	PARK PLACE U 2	1314	CAROLINA ST	PENNSYLVANIA AV		13	5
197		SUN VILLAGE	LN		304726	SUN VILLAGE ESTS	140	MAIDEN LN	S FOR 140 FT		134	2
198		SUNCREST	LN		304726	?	1347	MORTON AV	CUTTING HORSE LN		134	2
199		SUNRAY	DR		014825	OAK CREEK MANOR	1303	IMPERIAL ST	E TO END		136	4
200		SUNSET	DR		044825	SUNSET ACRES	1282	BONITA BEACH RD	KATREENA DR		136	3
201		SWORDFISH	ST		174725	ESTERO BAY SHORES U 1	499	REDFISH ST	END		148	1
202		TAMARA	CT		334725	PENN ESTATES	503	ARROYAL RD	END		13	5
203		TANGELO	TER		364725	ORANGE CREEK	2580	W OF MATHESON AV	END		80	6
204		TANGERINE	DR		364725	HIGHLAND ESTATES	1190	LIME ST	IMPERIAL ST		80	6
205		TANGO	DR		254725	LEITNER CREEK MANOR U 2	649	STARDUST DR	NOMAD DR		134	2
206		TARPON	AVE		324725	?	3734	LUKE ST	W TO END		135	3
207		TARPON	WAY		324725	TARPON BEND	607	TARPON AV	N TO END		135	3
208		TENNESSEE	ST		354725	BONITA SPRINGS TOWNSITES	3097	PUOPOLO LN	OLD US 41		13	5
209	E	TERRY	ST		264725	?	11023	OLD US 41	E TO END		134	2
210	W	TERRY	ST		274725	WESTRIDGE	9281	US 41	OLD US 41		61	5
211		TIERRA DEL SOL	LN		344725	ARROYAL HEIGHTS	1310	PENNSYLVANIA AV	CAROLINA ST		13	5
212		TOKEN	CT		254725	LEITNER CREEK MANOR U 2	1632	WAGON TRL	TORCH FIRE TRL		134	2
213		TOMLINSON	ST		044825	MEADOWLARK ESTATES	1309	MEADOWLARK LN	WINDSOR RD		136	3
214		TONYA	CT		344725	PARK PLACE	529	WISCONSIN ST	END		13	5
215		TORCHFIRE	TRL		254725	LEITNER CREEK MANOR	1733	VAGABOND WY	NOMAD DR		134	2
216		VAGABOND	WAY		254725	LEITNER CREEK MANOR	965	CALYPSO WY	WAGON TRL		134	2
217		VERMONT	ST		354725	BONITA SPRINGS TOWNSITE	988	BONITA BEACH RD	GEORGIA ST		13	5
218		WAGON	TRL		254725	LEITNER CREEK MANOR	2065	NOMAD DR	VAGABOND WY		134	2
219		WASHINGTON	ST		354725	BONITA SPRINGS TOWNSITE	1922	TENNESSEE ST	S TO END		13	5
220		WILD TURKEY	AVE		144725	BONITA SPRINGS CC U 1	915	PARADISE RD	E TO EOP		137	1
221		WILSON	ST		354725	BONITA SPRINGS TOWNSITE	1407	OLD US 41	HORNE AV		80	6
222		WINDLEY KEY	TER		264725	SANDY HOLLOW	814	SANDY HOLLOW LN	SHANGRI-LA RD		134	2
223		WINDSOR	RD		044825	MEADOWLARK ESTATES	4245	N OF BONITA BCH RD	S OF BONITA BCH RD		136	3
224		WISCONSIN	ST		344725	HEITMANS BONITA SPRINGS	3323	BONITA BEACH RD	N TO END		13	5

1	A	B	C	D	E	F	I	J	K	L	M
		NAME	TYPE	TRSD	STR	SUBDIVISION	UNIT	ASST FROM	ASST TO	REGION	HISTORIC
225		WOOD IBIS	AVE		234725	BONITA SPRINGS CC U 1	1442	PARADISE RD	TO END OF MNT SIGN	137	1
226		WOODS	CIR		264725	WOODS ESTATES		BONITA DR	BONITA DR	134	2
227											
228											
229											
						TOTAL FOOTAGE	431480				
						TOTAL CL MILEAGE	81.72				

# EXHIBIT C

## MONTHLY ROAD OPERATION AND MAINTENANCE CERTIFICATION

REPORTING PERIOD: \_\_\_\_\_

The undersigned representative of Lee County certifies that to the best of his/her knowledge, information and belief the operational and maintenance road work performed during the above referenced month was in conformance with the 'Interlocal Agreement Between Lee County and City of Bonita Springs Regarding Ownership, Jurisdiction, Operation and Maintenance of Certain Local Roads' and that by completion of the following Checklist certifies as to the areas and quantities of work performed:

### CHECKLIST

<u>ACTIVITY</u>		<u>QUANTITY</u>
Traffic Signal Inspections-----	Per Man-Hour	_____
Traffic Signal Repairs-----	Per Job-Location	_____
Traffic Signing Inspections-----	Per Man-Hour	_____
Traffic Sign Installations-----	Per Job-Location	_____
Street Lighting Repairs-----	Per Job-Location	_____
Traffic Studies-----	Per Study	_____
Pavement Markings-----	Per Foot	_____
Roadway Inspections-----	Per Man-Hour	_____
Pavement Repairs-----	Per Ton	_____
Shoulder Repairs-----	Per Foot	_____
Swale Repairs-----	Per Foot	_____
Culvert Repairs-----	Per Foot	_____
Road Mowing-----	Per Acre	_____
Pathway Repairs-----	Per Sq.Ft.	_____
Bridge Inspections-----	Per Man-Hour	_____
Bridge/Approach Repairs-----	Per Job-Location	_____
Canal-Drainage Inspections-----	Per Man-Hour	_____
Canal-Drainage Maintenance-----	Per Acre	_____
Landscape Activities-----	Per Job-Location	_____
Right-of-Way Permitting-----	Per Permit	_____
Utility Coordination-----	Per Project	_____
Misc. Projects-----	Per Project	_____

Certification:

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**FIRST AMENDMENT TO INTERLOCAL  
BETWEEN LEE COUNTY AND CITY OF BONITA SPRINGS  
REGARDING OWNERSHIP, JURISDICTION, OPERATION  
AND MAINTENANCE OF CERTAIN ROADS**

This First Amendment to that certain Interlocal Agreement, entered into on September 19, 2000, is made this 11th day of September, 2001, by and between LEE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "COUNTY") and the CITY OF BONITA SPRINGS, FLORIDA, a Florida municipal corporation located within Lee County; (hereinafter "CITY"), collectively the "Parties" hereto.

WITNESSETH:

WHEREAS, both the COUNTY and CITY are duly empowered pursuant to Florida Statutes, in particular Section 163.01, Florida Statutes, to enter into interlocal agreements for the contracting of certain shared powers, obligations and duties; and

WHEREAS, the Parties previously entered into the Interlocal Agreement relating to ownership, jurisdiction, operation, and maintenance of certain roads on September 19, 2000; and

WHEREAS, the Parties now desire to amend said prior Interlocal Agreement to extend the term for services in Section VI.

NOW, THEREFORE, in consideration of the foregoing, and of mutual covenants and conditions hereinafter set forth, the CITY and the COUNTY, intending to be legally bound, hereby agree to this First Amendment to the relating to ownership, jurisdiction, operation, and maintenance of certain road as follows:

1. The recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

2. Section Six is hereby amended as follows, with underlined language being an addition to previously adopted text and deleted language being shown by struck-through type.

**SECTION VI: TERM OF AGREEMENT FOR SERVICES**

With the exception of Section III. above, this Interlocal Agreement with respect to the contemplated services to be provided by the COUNTY shall begin on October 1, 2001~~0~~ and end on September 30, 2004~~4~~, for a

term of ~~three years~~ ~~not greater than one (1) year~~ unless renewed or amended by the Parties hereto with the same formalities as this Agreement.

3. Nothing contained within this Interlocal Agreement will be construed so as to determine jurisdictional maintenance of any of the new roads constructed as joint projects within the City Limits. The parties agree that any new road's jurisdictional maintenance shall be determined by the applicable Joint Supplemental Interlocal Agreement between Lee County and the City of Bonita Springs under its Master Transportation Agreement.

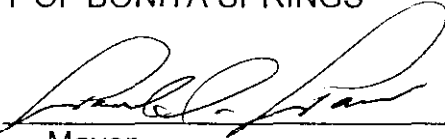
4. Acceptance. This Agreement shall become effective on the date written above. This Agreement, and any subsequent amendments thereto, shall be filed with the Clerk of the Circuit Court for Lee County.

IN WITNESS WHEREOF, the parties have caused these presence to be executed by their duly authorized officers and their official seals hereto affixed the day and year first above written.

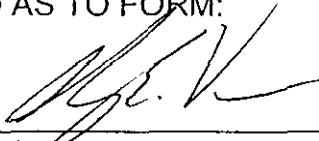
ATTEST:

By:   
City Clerk

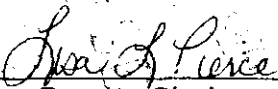
CITY OF BONITA SPRINGS

By:   
Mayor

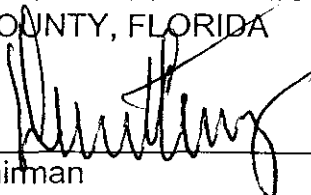
APPROVED AS TO FORM:

By:   
City Attorney

ATTEST  
CHARLIE GREEN, CLERK

By:   
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By:   
Chairman

APPROVED AS TO FORM:

By:   
Office of the County Attorney



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

Blue Sheet No. 20040931

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Consider and approve a Second Amendment to the Interlocal Agreement between Lee County and the City of Bonita Springs regarding ownership, jurisdiction, operation and maintenance of certain roads.

**WHY ACTION IS NECESSARY:** Interlocal Agreements must be approved by the Board of County Commissioners.

**WHAT ACTION ACCOMPLISHES:** Extends the Interlocal Agreement between the County and the City of Bonita Springs until September 30, 2009.

**2. DEPARTMENTAL CATEGORY:**

COMMISSION DISTRICT # A12A

**3. MEETING DATE:**

08-24-2004

**4. AGENDA:**

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

**5. REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE
  - ORDINANCE
  - ADMIN. CODE
  - OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_
- B. DEPARTMENT County Attorney
- C. DIVISION General Services
- BY: Andrea R. Fraser  
Assistant County Attorney

**7. BACKGROUND:**

On September 19, 2000, Lee County and the City of Bonita Springs entered into an Interlocal Agreement relating to the ownership, jurisdiction, operation and maintenance of certain roads. The Interlocal Agreement was then amended to extend the term of services from September 30, 2001 until September 30, 2004. At the present time, the City of Bonita Springs would like to extend the terms of the amended Interlocal Agreement with Lee County for an additional five (5) years, to September 30, 2009.

**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	<i>[Signature]</i>	<i>[Signature]</i>	OA	OM	RISK	GC	<i>[Signature]</i>
					<i>8/21/04</i>	<i>8/21/04</i>	<i>8/21/04</i>	<i>8/21/04</i>	

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

CO. ATTY. *7/1/04*  
FORWARDED  
TO CO. ADMIN.  
*10:35am*

RECEIVED BY  
COUNTY ADMIN. *RA*  
*7/21/04*  
*11:48am 56T*  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
*8/17/04*  
*4pm*

**SECOND AMENDMENT TO INTERLOCAL  
BETWEEN LEE COUNTY AND CITY OF BONITA SPRINGS  
REGARDING OWNERSHIP, JURISDICTION, OPERATION  
AND MAINTENANCE OF CERTAIN ROADS**

This Second Amendment to that certain Interlocal Agreement, entered into on September 19, 2000, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between LEE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "COUNTY") and the CITY OF BONITA SPRINGS, FLORIDA, a Florida municipal corporation located within Lee County; (hereinafter "CITY"), collectively the "Parties" hereto.

WITNESSETH:

WHEREAS, both the COUNTY and CITY are duly empowered pursuant to Florida Statutes, in particular Section 163.01, Florida Statutes, to enter into interlocal agreements for the contracting of certain shared powers, obligations and duties; and

WHEREAS, the Parties entered into the Interlocal Agreement relating to ownership, jurisdiction, operation, and maintenance of certain roads on September 19, 2000; and

WHEREAS, the Parties previously amended said prior Interlocal Agreement to extend the term for services in Section VI., from September 30, 2001, for a term of three years to September 30, 2004; and

WHEREAS, the Parties now desire to amend said prior Interlocal Agreement to extend the term for services in Section VI for an additional five (5) years.

NOW, THEREFORE, in consideration of the foregoing, and of mutual covenants and conditions hereinafter set forth, the CITY and the COUNTY, intending

to be legally bound, hereby agree to this First Amendment to the relating to ownership, jurisdiction, operation, and maintenance of certain road as follows:

1. The recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

2. Section Six is hereby amended as follows, with underlined language being an addition to previously adopted text and deleted language being shown by struck-through type.

#### **SECTION VI: TERM OF AGREEMENT FOR SERVICES**

With the exception of Section III. above, this Interlocal Agreement with respect to the contemplated services to be provided by the COUNTY shall begin on October 1, 2004~~4~~ and end on September 30, 2009~~4~~, for a term of five ~~three~~ years unless renewed or amended by the Parties hereto with the same formalities as this Agreement.

3. Nothing contained within this Interlocal Agreement will be construed so as to determine jurisdictional maintenance of any of the new roads constructed as joint projects within the City Limits. The parties agree that any new road's jurisdictional maintenance shall be determined by the applicable Joint Supplemental Interlocal Agreement between Lee County and the City of Bonita Springs under its Master Transportation Agreement.

4. Acceptance. This Agreement shall become effective on the date written above. This Agreement, and any subsequent amendments thereto, shall be filed with the Clerk of the Circuit Court for Lee County.

IN WITNESS WHEREOF, the parties have caused these presence to be executed by their duly authorized officers and their official seals hereto affixed the day and year first above written.

ATTEST:

CITY OF BONITA SPRINGS

By: *Alanna J. Egan*  
City Clerk

By: *Robert Wagner, Vice Mayor*  
Mayor

APPROVED AS TO FORM:

By: *[Signature]*  
City Attorney

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