

Agenda Item Summary

**1. ACTION REQUESTED/PURPOSE:** (1) Approve amendment to the Interlocal Agreement between Lee County and the School Board for the Northwest Public Library at the Mariner Middle School site in Cape Coral. Authorize Chairman's signature on the amended Interlocal Agreement and easements.

(2) Approve and accept School Board's Quit Claim Deed conveying approximately 6.20 acres to Lee County and the expenditure of \$9,000.00 for a title policy and authorize staff to handle and accept all documentation necessary to complete this transaction.

**2. WHAT ACTION ACCOMPLISHES:** Board of County Commissioners' approval is required to amend the agreement with the School Board. Board of County Commissioners' formal approval and acceptance of the land and easements from the School Board is necessary.

**3. MANAGEMENT RECOMMENDATION:** Staff recommends approval of the First Amendment to the Interlocal Agreement and formal acceptance of the real property and easements.

**4. Departmental Category:** *2*

**C2B**

**5. Meeting Date:**

**11-01-2005**

**6. Agenda:**

**7. Requirement/Purpose: (specify)**

**8. Request Initiated:**

|  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> <b>Consent</b> | <input type="checkbox"/> <b>Statute</b>                           | <b>Commissioner</b><br><b>Department</b> <u>Construction &amp; Design</u><br><b>Division</b><br><b>By:</b> <u>Jim Lavender, Director</u><br><u>Public Works</u> |
| <input type="checkbox"/> <b>Administrative</b>     | <input type="checkbox"/> <b>Ordinance</b>                         |   |
| <input type="checkbox"/> <b>Appeals</b>            | <input type="checkbox"/> <b>Admin. Code</b>                       |   |
| <input type="checkbox"/> <b>Public</b>             | <input checked="" type="checkbox"/> <b>Other</b> <u>Agreement</u> |   |
| <input type="checkbox"/> <b>Walk-On</b>            |   |   |

**9. Background:** On May 13, 2003, the Board of County Commissioners approved an Interlocal Agreement for the donation of land from the County to the School Board for the construction of a new educational facility in Cape Coral and accepted, by resolution, the School Board's donation of land for the construction of a new public library ("Northwest Regional Public Library") on the Mariner Middle School site.

This First Amendment to the Interlocal Agreement provides for the construction of the chiller plant and other construction related matters not addressed in the original agreement. Board of County Commissioners' approval will finalize this project and allow county staff to submit grant applications.

String Account for Title Policy: #20361314800

Exhibits: Three (3) First Amendment to the Interlocal Agreement  
 School Board Deed and Five (5) Easements  
 May 13, 2003 Blue Sheet/County Deed and Two (2) Easements  
 (Chairman's signature required on conveyance documents)

**10. Review for Scheduling:**

| Department Director            | Purchasing or Contracts        | Human Resources | Other                          | County Attorney                | Budget Services                |                                |                                |                                | County Manager/P.W. Director   |
|--------------------------------|--------------------------------|-----------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
|                                |                                |                 |                                |                                | Analyst                        | Risk                           | Grants                         | Mgr.                           |                                |
| <i>[Signature]</i><br>10-17-05 | <i>[Signature]</i><br>10-17-05 |                 | <i>[Signature]</i><br>10-17-05 | <i>[Signature]</i><br>10-17-05 | <i>[Signature]</i><br>10-18-05 | <i>[Signature]</i><br>10-19-05 | <i>[Signature]</i><br>10-14-05 | <i>[Signature]</i><br>10-19-05 | <i>[Signature]</i><br>10-17-05 |

**11. Commission Action:**

- Approved**
- Deferred**
- Denied**
- Other**

|  |
|--|
| RECEIVED BY<br>COUNTY ADMIN: <i>[Signature]</i>  |
| 10-18-05   |
| 3 30   |
| COUNTY ADMIN<br>FORWARDED TO: <i>[Signature]</i> |
| 10/18/05   |
| <i>[Signature]</i>                               |

This Instrument Prepared by:  
LEE COUNTY ATTORNEY'S OFFICE  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Part of STRAP No. 06-44-24-C2-02088-0000

**COUNTY DEED**  
**(Statutory)**

**THIS DEED**, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, COUNTY, to **THE SCHOOL BOARD OF LEE COUNTY**, a public agency of the State of Florida, whose address is 2055 Central Avenue, Fort Myers, Florida 33901, Grantee.

**WITNESSETH:** The COUNTY, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

All of Block 2088, Unit 31, CAPE CORAL SUBDIVISION, according to the Plat thereof, recorded in Plat Book 14, Page 149, of the Public Records of Lee County, Florida.

This conveyance is made subject to existing easements, restrictions, and reservations of record and by acceptance of this conveyance.

In accordance with Florida Statutes s. 270.11, the COUNTY hereby reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the subject land and an undivided one-half interest in all the phosphate, minerals, and metals that are or may be in, on, or under the subject land with the privilege to mine and develop each interest. Provided, however, that the County shall not be liable to any interest in phosphate, minerals, metals or petroleum reserved in favor of the County if the parcel being conveyed is or has always been a contiguous tract of less than 20 acres in the area.

*Originals  
are  
forthcoming*

This grant conveys only the interest of the County described, and does not warrant the title or represent any other interest in the property herein.

**IN WITNESS WHEREOF** the COUNTY has caused this Deed to be signed by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year first above written.

(OFFICIAL SEAL)

ATTEST:  
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Office of County Attorney

**COPY**

**FIRST AMENDMENT TO INTERLOCAL  
AGREEMENT BETWEEN LEE COUNTY  
AND THE SCHOOL BOARD FOR THE  
NORTHWEST PUBLIC LIBRARY AT  
THE MARINER MIDDLE SCHOOL SITE**

This Amendment to that certain Interlocal Agreement entered by the parties hereto, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between LEE COUNTY, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as the "County" and the LEE COUNTY SCHOOL BOARD, a public agency of the State of Florida, hereafter referred to as "School Board", and collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, the School Board and the Board of County Commissioners both serve the people of Lee County; and

**WHEREAS**, the Parties previously entered into an Interlocal Agreement on May 13, 2003 for the construction of a public library on the proposed site for Mariner Middle School; and

**WHEREAS**, the Board of County Commissioners found that entering into the Interlocal Agreement served a public purpose, was to the public's benefit, and in the public's interest; and

**WHEREAS**, the Parties now desire to amend the Interlocal Agreement to provide for the construction of a chiller plant and other construction related matters.

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the County and School Board, intending to be legally bound, hereby agree to this First Amendment to the Interlocal Agreement, as follows:

1. The recitals as set forth above are hereby incorporated into the terms of the original agreement.
2. **SECTION II: OBLIGATION OF THE COUNTY:** The following paragraph is added to Section II and becomes paragraph (4): Upon transfer of the property described in Exhibit "A" to the County, the County will grant the following easements to the School Board:
  - (a) Perpetual Stormwater and Drainage Easement described in Exhibit "B1".

(b) Perpetual Stormwater and Drainage Easement described in Exhibit "B2".

3. **SECTION III: OBLIGATIONS OF THE SCHOOL BOARD:** The following paragraph replaces Section III (3): The County may construct air conditioning chiller equipment, a chiller equipment enclosure(s), and chilled water supply and return piping to serve the public library, on property immediately adjacent to that certain real property which is described on the attached Exhibit "A". The School Board shall grant to the County a perpetual chiller easement over School Board property as described in Exhibit "A1" which shall be of appropriate size, configuration and area to permit the County to place and service this air conditioning chiller(s) equipment, a chiller equipment enclosure(s), and chilled water supply and return piping between the chiller equipment and the public library. Additionally, the School Board shall dedicate to the County such temporary construction easement(s) over School Board property as may be necessary to accomplish the construction of the public library chiller facilities.
  
3. **SECTION III: OBLIGATIONS OF THE SCHOOL BOARD:** The following paragraph replaces Section III (4): The School Board shall ensure that sufficient sanitary sewer capacity exists and is maintained as necessary to serve the new public library. The School Board shall permit the County to connect to its nearest adjacent sanitary sewer facilities. The School Board shall grant to the County a perpetual utility easement(s) over School Board property as described in Exhibit "A2" and as may be necessary for the County to accomplish and assure its sanitary sewer system design. The School Board shall make such modifications to its sanitary sewer system infrastructure, at its expense, as may be necessary to accept the sanitary sewerage flow from the public library.
  
4. **SECTION III: OBLIGATIONS OF THE SCHOOL BOARD:** The following paragraph is added to Section III and becomes paragraph (8): The School Board shall permit the County to connect to and utilize, outside the boundary of that certain real property which is described on the attached Exhibit "A3", sufficient storm water conveyances, pre-treatment facilities, drainage capacity, and outfall, as may be necessary to serve the new public library site. The School Board shall grant to the County an easement(s) over School Board property as described in Exhibit "A3" and as may be necessary for the County to accomplish and assure its storm water drainage design. The School Board shall make such modifications to its storm water facilities as may be necessary to develop, accept and maintain storm water from the new public library site.

5. **SECTION III: OBLIGATIONS OF THE SCHOOL BOARD:** The following paragraph (9) is added to Section III: The School Board shall support the County in its effort to construct a separate and independent driveway turnout to Chiquita Boulevard to serve as the public library vehicular access, at no expense to the School Board.
6. **SECTION III: OBLIGATIONS OF THE SCHOOL BOARD:** The following paragraph is added to Section III and becomes paragraph (10): The School Board shall permit the County to construct, replace, renew, extend and maintain public utility facilities, to include, but not be limited to: electrical power, telephone, fiber optic cable and water systems. The School Board shall grant to the County a perpetual public utility easement over School Board property as described in Exhibit "A4" and as may be necessary for the County to maintain public utility service to the property.
7. **SECTION III: OBLIGATIONS OF THE SCHOOL BOARD:** The following paragraph is added to Section III and becomes paragraph (11): The School will grant to the County an exclusive perpetual public well and waterline utility easement over the property as described in Exhibit "A5". The total easement area is to be reserved for the County's utility lines, mains, water well pumps, or other utility facilities and for any landscaping.
8. **SECTION III: OBLIGATIONS OF THE SCHOOL BOARD:** The following paragraph is added to Section III and becomes paragraph (12): The School Board shall obtain a release of the property transferred to the County from that certain *Ground Lease Agreement with the Florida School Boards Association, Inc.*, found at OR Book 2367 Page 3457.
9. All other terms and conditions of the Interlocal Agreement remain unchanged and in full force and effect.
10. This Amended Interlocal Agreement shall become effective upon its execution by the Parties. 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 hereto have caused these presence to be executed by their duly authorized officers and their official seals hereto affixed, on the day and year as first written above.

The School Board of Lee County Florida

Lee County, Florida by its  
Board of County Commissioners

By: \_\_\_\_\_  
Dr. James Browder, III  
Its: Superintendent

By: \_\_\_\_\_  
Its: Chairman

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

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

RATIFIED AND APPROVED:

Charlie Green, Clerk

By: \_\_\_\_\_  
Elinor C. Scricca, Ph.D.  
Its: Chairman

By: \_\_\_\_\_  
Deputy Clerk

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Keith B. Martin, Esq.  
School Board Attorney

By: \_\_\_\_\_  
Office of the County Attorney

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

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