

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

Blue Sheet No. 20030714

1. REQUESTED MOTION:

ACTION REQUESTED: Request Board approval for an Interlocal Agreement between the County and the City of Sanibel Allowing for the County to take over the operation and control of the weigh station located on Causeway Island B and to collect the overweight fees on behalf of the City.

WHY ACTION IS NECESSARY: Board approval is required for approval of Interlocal Agreements.

WHAT ACTION ACCOMPLISHES: Allows for the County to take over operation and control of the weigh station.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #01

A9A

3. MEETING DATE:

08-05-2003

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 Transportation
- C. DIVISION

BY: Scott M. Gilbertson

7. BACKGROUND:

The County has been working with the City of Sanibel in regards to the operation of the existing weigh station since the first of the year when cracks were discovered in the Sanibel Bridge, to ensure that no overweight trucks would be permitted to cross over the Sanibel Bridge. This required that the City operate the weigh station on a 24/7 schedule on a temporary basis. Since this began County staff has been investigating various options to provide for the control of overweight trucks.

CONTINUED ON PAGE 2

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>6/14/03</i>	<i>6/16</i>	NA		<i>Andrea</i>	<i>QA</i>	<i>OM</i>	<i>Risk</i>	<i>GC</i>	<i>6.14.03</i>
				<i>7/1/03</i>	<i>7/2/03</i>	<i>7/1/03</i>	<i>7/1/03</i>	<i>7/1/03</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *6/17/03*
Time: *1:40 PM*
Forwarded To:
7/2/03

6/30/03 3PM
7/2/03 11:15am

BLUE SHEET NO. 20030714 (Continued)

7. BACKGROUND (Continued):

After investigating the options, which included constructing a County weigh station, it was concluded that the most economical solution would be for the County to assume full responsibility for the operation of the existing weigh station located on Causeway Island B.

The County and City staff reached a tentative agreement wherein the County would operate and maintain the existing weigh station to afford the greatest control of trucks crossing the bridge. The County would pay the City rent in the amount equal to the cost to construct a new facility. Also, the County would collect the overweight fees on behalf of the City and turn that revenue over to the City.

The period of this agreement is to cover the time required to replace the existing bridge structures. At that time the operation of the weigh station would be turned back over to the City.

Funds will be available as follows: PC5415042102.508150.

**SUPPLEMENTAL INTERLOCAL AGREEMENT FOR
OPERATION AND MAINTENANCE OF SANIBEL WEIGH STATION**

THIS INTERLOCAL AGREEMENT, is made and entered into this _____ day of _____ 2003, by and between LEE COUNTY, a political subdivision of the State of Florida, hereafter referred to as the COUNTY, and the CITY OF SANIBEL, a municipal corporation of the State of Florida, hereinafter referred to as the CITY.

WITNESSETH:

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

WHEREAS, both the County and the City are duly empowered pursuant to Florida Statute, 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 County and City entered into an Interlocal Agreement dated September 13, 1978 related to the construction and operation of a vehicle weigh station generally located on the Causeway Road; and

WHEREAS, the County and City now desire to enter into this Supplemental Interlocal Agreement; and

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the City and the County, intending to be legally bound, hereby agree to the Supplemental Interlocal Agreement for the Operation and Maintenance of the Sanibel Weigh Station as follows:

Section I Purpose

It is the purpose and intent of this Supplemental Interlocal Agreement to set forth the terms and conditions whereby the County will temporarily take-over the operation and maintenance of the Sanibel Weigh Station, hereinafter referred to as "weigh station".

Section II Location of Sanibel Weigh Station

The weigh station is described in the attached Interlocal Agreement dated September 13, 1978 which is hereby incorporated herein is located generally along the western side of the Causeway Road and upon the southern most Causeway island, leading to Sanibel and along the opposite side of the road from the public rest rooms and a little south of that point.

Section III Operation and Maintenance of Weigh Station

(a) The County agrees to operate the weigh station during the hours of peak truck traffic as regulated due to the physical condition of the Causeway, seven days per week to ensure that no over weight vehicles as defined by the County are permitted to cross the Sanibel Causeway.

(b) The County agrees to operate the weigh station at its own cost. The operation costs include labor, electric, sewer, water, rental, and any other expenses related to the operation of the weigh station.

(c) The County agrees to continue collecting all revenues and fees in accordance with the City ordinances and rules for over weight vehicles. All revenues and fees collected will be remitted to the City on a daily basis.

(d) The County at its sole expense, with prior written approval of the City, may install an electronic collection system and charge over-weight vehicles using their LeeWay account. Prior to installation of any electronic collection system, the City will bill overweight accounts.

(e) The County agrees to maintain the weigh station to include cleaning, painting, minor repairs (under \$10,000) and maintain any periodic certification(s) of the scale.

(f) The County agrees to use current City weigh station employees to augment operation of the weigh station and will reimburse the City on a monthly basis for the costs associated with using City staff.

(g) The records maintained by the County relative to the Causeway will be open to audit by the City's auditors.

Section IV Payment

County agrees to pay \$3,333 per month to the City as rental for operating the weigh station for a period of 30 months or not to exceed \$100,000, whichever occurs first. The rental payments will continue on a month-to-month basis should the Causeway not be completed within 30 months.

Section V Term of Supplemental Interlocal Agreement

The term of this agreement is until completion of the construction of new bridges to Sanibel. It is generally assumed that construction of the new bridges will take thirty (30) months to complete. Upon completion of construction the County shall return the weigh station back to the City. Once the weigh station is returned back to the City this Supplement Interlocal Agreement will expire. Thereafter, the City and County Interlocal Agreement dated September 13, 1978 will be the only agreement outlining the terms,

conditions, duties and responsibilities for the operation of the weigh station.

Section VI Cancellation of Supplement to Interlocal Agreement

Either party to this agreement may cancel the agreement with 90-days written notice to the other party.

Section VII Hold Harmless - Indemnification

(a) The County shall hold the City harmless from and against any and all liability, actions, claims and damages arising after the commencement of the term of this Supplemental Interlocal Agreement which may be imposed upon or asserted against the City by reason of the claim of any person for damage(s) to persons or property occurring as the direct result of the County's negligent acts or omissions when operating or maintaining the weigh station as outlined in this Supplemental Interlocal Agreement. The County shall have the right to contest the validity of any and all such claims and to defend, settle and compromise such claims of any kind or character in the name of the City, and as the County may deem appropriate, provided that the expense thereof shall be paid by the County. Notwithstanding the above, the County shall not be liable to in any manner, nor be required to hold the City harmless, for any of the City's own negligent acts or omissions.

(b) The City shall hold the County harmless, and indemnify the County from any and all liability from claims for damages by any person as the direct result of the City's acts or omissions, to include the acts or omissions of the City's employees or agents, with respect to the City's preferences or exercise of its reserved powers or duties under this Supplemental Interlocal Agreement.

(c) The City and County agree that by execution of this Supplemental 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 pursuant to Section 768.28, Florida Statutes.

Section VIII Parties in Interest

This Agreement is made solely for the benefit of the County and the City and no other party or person shall acquire or have any right hereunder or by virtue hereof.

Section IX Severability

If any one or more of the covenants, agreements or provisions of this Supplemental Interlocal Agreement shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall

for any reason whatsoever be held invalid or unenforceable, then such covenants, agreements or provisions be null and void and shall be deemed separable from the remaining covenants, agreements or provisions of this Supplemental Interlocal Agreement and shall in no way affect the validity or enforceability of any of the other covenants, agreements or provisions hereof.

Section X Notices

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

Section XI Amendment

This Supplemental Interlocal Agreement may only be amended by a writing duly executed by both the City and the County with the same formalities as expressed herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Supplemental Interlocal Agreement to be executed this ___ day of _____, 2003, for the purposes herein expressed.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

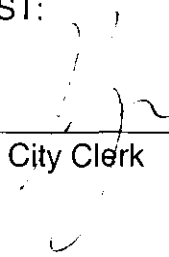
By: _____
Chairman

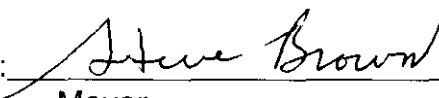
APPROVED AS TO FORM:

By: _____
Office of the County Attorney

ATTEST:

CITY OF SANIBEL, FLORIDA

By: 
City Clerk

By: 
Mayor

APPROVED AS TO FORM:

By: *Kenneth B. Cuyf*
City Attorney

INDEX TO COUNTY COMMISSIONERS' MINUTES — Lee County, Florida

Oct. 6, 1964
Lee County
An Identifying Trade Mark

In Index and find entries refer to Sub-index or Key Sheet following this sheet corresponding with the
Letter of the principal word of SUBJECT MATTER in the letter of NUMBER of financial party.

OPTIONAL SEPARATE INDEX NO. 10 U. S. G. PAT. 2,899,000
MADE BY THE GALT INDEX COMPANY, COLUMBIA, MISSOURI
AND GALT PATENT INDEX SYSTEM

DATE OF PROCEEDINGS			SUBJECT MATTER OR INTERESTED PARTY	NATURE OF PROCEEDINGS	BOOK	PAGE
Month	Day	Year				
8	9	78	SANIBEL BRIDGE & CAUSEWAY	Transfer of Funds	84	72
8	10	78	" "	Resol. Re: Transfer of Sanibel Bridge Surplus Funds	84	82
8	14	78	" "	ment from Oper. Acc. Separate Capital Improvement and Renewal & Replace/	84	89
8	14	78	" "	1978/79 Sanibel Causeway Budget Tent. approved	84	89
8	16	78	" "	Transfer of Funds - Sanibel Bridge Surplus Funds	84	94
8	23	78	" "	Re: Lawsuit on Repairs to Sanibel Bridge Fender Syst.	84	111
8	30	78	" "	Transfer of Funds - Sanibel Causeway	84	133
9	13	78	" "	Agreement with Sanibel re: Vehicle Weigh Station on/ Causeway	85	19
9	20	78	" "	Transfer of Funds - D.O.T. Sanibel Causeway	85	45
9	20	78	" "	Re: Damage to Sanibel Fender System	85	56
9	21	78	" "	Special Meeting Re: Damage to Sanibel Fender System	85	59
9	21	78	" "	System Corres. Re: Damage by Tug Rachel to Sanibel Fender/	85	59
10	5	78	" "	Release Re: Damage to Sanibel Fender System	85	87
11	9	78	" "	Resol. REvised Toll Schedule for Sanibel Causeway	86	21
11	29	78	" "	Resol. #78-11-12 Rescinded Re: Sanibel Causeway Toll	86	76
11	29	78	" "	Resol. Re: Sanibel Causeway Toll	86	76
12	27	78	" "	Audit Report-Sanibel Bridge & Causeway	87	5
1	10	79	" "	Sanibel Bridge Passes-U.S. Fish & Wildlife Service	87	38
2	14	79	" "	Sanibel Bridges Additional Funds Re: Testing Concrete @ Cape Coral &/	87	108

85/19

SEPTEMBER 13, 1978

61) Approve the following Renewal & Replacement Requisitions, in connection with the Water Department, for payment by the Lee County Bank, Trustee:

REQUISITIONS

No. 136 - Payment to Lee County Recreation Facility
In the amount of \$23,433.00
For balance of payment for difference between 8" line and 16" line to Lee County Fairgrounds; addition of 3 "T"'s to 16" line for future service to North Fort Myers customers

No. 137 - Payment to Infilco Degremont Inc.
In the amount of \$2,253.04
Rollers for Water Plant #2 Accelerator roller assembly

No. 138 - Payment to Diversified Electronics Inc.
In the amount of \$217.57
2-Phase Monitor/Relays

62) Authorize the Chairman to sign the following Agreement with the City of Sanibel concerning the location, construction and operation of a vehicle weigh station on a portion of the Sanibel Causeway by the City of Sanibel.

AGREEMENT

FOR PHOTO COPY OF AGREEMENT SEE PAGES 20-A thru 20-C

Commissioner Steele moved to approve the following items of the County Administrator, seconded by Commissioner Roberts, called and carried.

1) Authorize the Travel Request for the following:

TRAVEL

Douglas J. Correia, Transportation Planning Coordinator - Orlando, Fl - 9/18/78 - 1 day
Ron Driscoll, Data Processing Director - Tampa, Fl - 9/14/79 - 1 day

2) Approve the following Transfers of Funds within the Budget, as requested by various departments.

TRANSFERS OF FUNDS

FOR PHOTO COPY OF LIST OF TRANSFERS SEE PAGE 20-D

3) Approve Requisition No.08342 in the amount of \$4,718.10 to Johnson Engineering, for the furnishing of engineering design and preparation of plans and specifications for the Matlacha Boat Ramp, in Sec. 24, Twp. 44S, Rge. 22E.

REQUISITION RE: BOAT RAMP

4) Approve an emergency purchase from Earle Bridge Machinery Co. of Florida in the total amount of \$3,750.00 for inspection, evaluation and recommendations regarding mechanical problems at the Alva Bridge. (Earle Gear equipment is in use at this bridge, and the original dimensions, etc., of the equipment is in that company's files.)

RE: ALVA BRIDGE REPAIRS

7) Approve and authorize the Chairman to sign the following Business Lease between Lee County and Richard H. Hanson and Selmer M. Salvesen III, for office space for the Housing Assistance Office at 2247-2249 Cleveland Avenue, for a term of two years beginning September 30, 1978, for the agreed total rental of \$14,337.00, payable at the monthly rent of \$597.38.

LEASE

AGREEMENT

This agreement by and between Lee County, a Florida political subdivision and the City of Sanibel, a Florida municipal corporation (hereinafter called Sanibel) is hereby entered into under the terms and conditions hereinbelow described:

WITNESSETH: That in consideration of the premises, it is agreed:

1. Lee County hereby agrees to allow Sanibel to use that portion of the Sanibel Causeway as described on the attachment which is hereby incorporated herein this agreement for the purpose of providing Sanibel a location for operating its vehicle weigh station. Said location is generally along the western side of the Causeway Road and upon the southern most Causeway island, leading to Sanibel and along the opposite side of the road from the public rest rooms and a little south of that point.

2. All construction and operation of same shall be at the sole expense of Sanibel. A chain link fence will be erected around the western exposure of the weigh station facility in order to afford greatest protection to the public.

3. Lee County may request Sanibel to vacate the premises at any time and Sanibel shall, within a reasonable time, so vacate and the cost of removal of any facilities erected by Sanibel shall be borne by Sanibel. The premises used by Sanibel will be restored by Sanibel to its original condition, reasonable wear and tear excluded.

4. Sanibel will install an emergency telephone which will be available for 24 hour service directly connected with and monitored by the Sanibel Police Department.

5. Sanibel agrees to provide all reasonable cooperation in maintaining the public restrooms located on the causeway.

6. Sanibel hereby agrees to indemnify, release, defend and save harmless and without loss of any nature whatsoever Lee County arising out of any personal injury, alleged injury, damage or claim of any nature whatsoever arising out of any accident, mishap or action of any nature whatsoever occurring as a result of Sanibel's activities under this agreement. Sanibel shall carry public liability and disaster insurance at all times in such sums as may be necessary to completely indemnify and save harmless and without loss of any nature Lee County as above set forth.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and this agreement shall be effective on the date last written hereinbelow.

Signed, sealed and delivered in our presence as witnesses:

Gloria Berry
Thomas C. Cottrell
 As to Sanibel

THE CITY OF SANIBEL

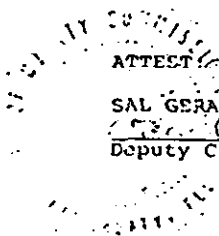
By: [Signature]
 City Manager

Date: Aug 7, 1978

LEE COUNTY

By: [Signature]
 Chairman

Date: SEPT. 13, 1978



STATE OF FLORIDA:
 COUNTY OF LEE :

The foregoing instrument was acknowledged before me this 2nd day of August, 1978, by William B. Nunqester on behalf of Sanibel.

[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA
 MY COMMISSION EXPIRES JULY 14, 1981

STATE OF FLORIDA:
 COUNTY OF LEE :

The foregoing instrument was acknowledged before me this 13th day of September, 1978, by L. H. Whan Chairman, on behalf of Lee County.

Anita Glantz
 Notary Public

My commission expires: 8-11-81

*Approved
 James J. [Signature]*

LEGAL DESCRIPTION

WEIGH STATION EASEMENT ON SAN CARLOS BAY CROSSING
CITY OF SANIBEL
SANIBEL, FLORIDA

A tract of land lying in Section 17, Township 46 South, Range 23 East, Lee County, Florida, more particularly described as follows:

From the northwest corner of Section 20, Township 46 South, Range 23 East run \parallel $89^{\circ} 23' 13''$ E along the north line of said Section 20 for 1385.43 feet to an intersection with the centerline of San Carlos Bay Crossing as shown on the Plat of Proposed Right-of-Way San Carlos Bay Crossing recorded in Official Record Book 100 at pages 62 through 64 of the public records of Lee County; thence run \parallel $23^{\circ} 46' 24''$ E along said centerline for 4,652.35 feet; thence run \parallel $66^{\circ} 13' 36''$ W for 24.00 feet to the edge of pavement and point of beginning:

From said point of beginning run \parallel $66^{\circ} 13' 36''$ W for 30.00 feet; thence run \parallel $23^{\circ} 46' 24''$ E for 425.00 feet; thence run \parallel $66^{\circ} 13' 36''$ W for 20 feet; thence run \parallel $23^{\circ} 46' 24''$ E for 150.00 feet; thence run \parallel $66^{\circ} 13' 36''$ E for 20.00 feet; thence run \parallel $23^{\circ} 46' 24''$ E for 375.00 feet; thence run \parallel $66^{\circ} 13' 36''$ E for 30.00 feet to an intersection with the said edge of pavement of the San Carlos Bay Crossing road; thence run \parallel $23^{\circ} 46' 24''$ W along said edge of pavement for 950.00 feet to the point of beginning.

Containing 0.72 acres more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

PLAT 100