

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

DATE CRITICAL
Blue Sheet No. 20020870

1. REQUESTED MOTION:

ACTION REQUESTED: Direct to approve the Lee County/Gateway Services District Community Parks Interlocal Agreement (Soccer Field Addition) between Lee County and Gateway Services District.

WHY ACTION IS NECESSARY: Lee County has adopted a Community Park Impact Fee and Section 2-350 of the Land Development Code (LDC) sets forth the procedure for funding capital improvements to Community Parks.

WHAT ACTION ACCOMPLISHES: Formalizes the process for the County to approve the Lee County/Gateway Services District Community Parks Interlocal Agreement (Soccer Field Addition).

2. DEPARTMENTAL CATEGORY: 11 County Attorney
COMMISSION DISTRICT # 2 *A 12 B*

3. MEETING DATE:
August 6, 2002 @ 9:30 a.m.

4. AGENDA:

CONSENT _____
 ADMINISTRATIVE _____
 APPEALS _____
 PUBLIC _____
 WALK ON _____
 TIME REQUIRED: _____
 5 minutes

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE _____
 ORDINANCE _____
 ADMIN. CODE _____
 OTHER _____

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER _____
 B. DEPARTMENT County Attorney
 C. DIVISION Land Use

BY: *John J. Fredyma*
 John J. Fredyma
 Assistant County Attorney

7. BACKGROUND:

Lee County has adopted a Community Park Impact Fee pursuant to the Lee County Land Development Code ("LDC") to fund capital improvements for Community Parks as described in Section 2-350 of the LDC. Gateway Services District (GSD) is empowered pursuant to Florida Statutes Chapter 190 and the Amended Development Order for Gateway to provide recreational facilities within its boundaries and to collect, assessments, fees and other charges as necessary to fund capital improvements, operations, and maintenance of such recreational facilities.

(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
N/A	N/A	N/A	N/A	<i>Seaworth</i>	OA	OM	RISK	GC	<i>7-29-02</i>
					<i>7/24/02</i>	<i>7/24/02</i>	<i>7/24/02</i>	<i>7/24/02</i>	

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

CO. ATTY.
FORWARDED
TO CO. ADMIN.
7/24/02 3:30PM

RECEIVED BY
COUNTY ADMIN. *CS*
7/24 332
COUNTY ADMIN.
FORWARDED TO: *DS*
7/25 4/0

Subject: Lee County/Gateway Services District Community Parks Interlocal Agreement (Soccer Field Addition)

GSD desires to further expand community park and recreation facilities at the Gateway Community Park using Lee County Community Park Impact fees collected in accordance with LDC §2-347 and deposited into the GSD Community Park Impact Fee Subdistrict account (the "Account"). The cost to further expand the park and recreation facilities for Gateway Community Park to create a soccer complex is estimated at \$1,200,000.00. The Lee County Community Park Impact Fee dollars currently available in the impact fee accounts for GSD and Community Park District 3 are less than the \$1,200,000.00 needed for this project. During last year's budget hearings, the Board of County Commissioners amended the Capital Improvement Plan ("CIP") Program to establish a \$1,200,000.00 Fiscal Year (FY) 2001-2002 budget for Gateway Community Park based upon a multi-year interfund loan to Lee County Community Park District 3 and GSD.

The parties agree the full amount of the loan will be paid by GSD solely from GSD community park impact fees as accrued over the life of the loan and that GSD's liability for repayment is limited to the appropriate remittance of GSD community park impact fees in accordance with county regulations; and GSD agrees to provide ongoing operation and maintenance of the Community Park facilities. The parties wish to enter into this interlocal agreement to effectuate their purposes.

Signed originals of the attached interlocal agreement are being held in trust by the Office of the County Attorney pending the Board's final approval of the agreement.

Attachment: Lee County/Gateway Services District Community Parks Interlocal Agreement (Soccer Field Addition)

**LEE COUNTY/GATEWAY SERVICES DISTRICT
COMMUNITY PARKS INTERLOCAL AGREEMENT
(SOCCER FIELD ADDITION)**

This agreement (the "Agreement") is made this 10th day of June 2002, by and between **Lee County**, Florida, a political subdivision of the State of Florida, and **Gateway Services District** ("GSD"), a Uniform Community Development District established by rule pursuant to Florida Statutes Chapter 190.

WHEREAS, Lee County and GSD are empowered to enter into interlocal agreements to coordinate common goals and purposes as they deem appropriate; and

WHEREAS, Lee County has adopted a Community Park Impact Fee pursuant to the Lee County Land Development Code ("LDC") to fund capital improvements for Community Parks as described in Section 2-350 of the LDC; and

WHEREAS, GSD is empowered pursuant to Florida Statutes Chapter 190 and the Amended Development Order for Gateway to provide recreational facilities within its boundaries and to collect, assessments, fees and other charges as necessary to fund capital improvements, operations, and maintenance of such recreational facilities; and

WHEREAS, GSD desires to further expand community park and recreation facilities at the Gateway Community Park using Lee County Community Park Impact fees collected in accordance with LDC §2-347 and deposited into the GSD Community Park Impact Fee Subdistrict account (the "Account"); and

WHEREAS, the cost to further expand the park and recreation facilities for Gateway Community Park to create a soccer complex is estimated at \$1,200,000.00; and

WHEREAS, the Lee County Community Park Impact Fee dollars currently available in the impact fee accounts for GSD and Community Park District 3 are less than the \$1,200,000.00 needed for this project; and

WHEREAS, the Board of County Commissioners amended the Capital Improvement Plan ("CIP") Program to establish a \$1,200,000.00 Fiscal Year (FY) 2001-2002 budget for Gateway Community Park based upon a multi-year interfund loan to Lee County Community Park District 3 and GSD; and

WHEREAS, the parties agree the full amount of the loan will be paid by GSD solely from GSD community park impact fees as accrued over the life of the loan and that GSD's liability for repayment is limited to the appropriate remittance of GSD community park impact fees in accordance with county regulations; and

WHEREAS, GSD agrees to provide ongoing operation and maintenance of the Community Park facilities; and

WHEREAS, the parties wish to enter into this interlocal agreement to effectuate their purposes.

IT IS NOW THEREFORE agreed as follows:

1. Pursuant to LDC §2-348, the portion of Lee County which is now or hereafter contained within the boundaries of the GSD, is hereby established as a Community Park Impact Fee Benefit Subdistrict (the "Subdistrict"). A subsidiary account is also established for the Subdistrict as provided in LDC §2-349 (the "Subsidiary Account"). All Lee County Community Park impact fee collections, minus a 3% administrative fee, made during the term of this Agreement from within the Subdistrict must be deposited within the Subsidiary Account. Funds for the expansion of the Gateway Community Park must be withdrawn from the Subsidiary Account in accordance with the provisions of this Agreement for the design, planning permitting and construction of the recreational facility to be known as the Gateway Community Park Soccer Complex (the "Soccer Complex"). The Soccer Complex must be developed to include the improvements detailed in the document entitled "Proposed Scope of Work" in attached Exhibit "A" and incorporated herein by reference.
2. A One Million Two Hundred Thousand and xx/100 Dollar (\$1,200,000.00) Capital Improvement Plan budget fund (the "CIP Fund") will be established for the expansion of Gateway Community Park by GSD. Lee County recognizes and acknowledges that GSD, in accordance with F.S. Ch. 190, may either construct the Soccer Complex itself or acquire a completed facility from the prime developer of the Gateway project, Bay Colony-Gateway, Inc.; however, regardless of whether the facility is generally developed by GSD or acquired from the prime developer of the Gateway project, the facility must include the improvements detailed in the "Proposed Scope of Work" in attached Exhibit "A"; however, the scope of the project may be modified by mutual consent of the parties.
3. Disbursements from the CIP Fund are available to GSD upon the presentation of bills or invoices relating to the project to the Lee County Public Works Construction and Design Department and the Public Parks and Recreation Division. GSD agrees not to spend or request any funds not authorized under the terms of this Agreement, or GSD agrees to be responsible for the debt or cost incurred for any such expenditure. All requested disbursements from the CIP Fund must be approved by the County prior to disbursement. Once reviewed and approved, the Lee County Public Works Construction and Design Department and the Public Parks and Recreation Division will submit the

invoices for payment from the CIP Fund. Payment from the CIP Fund constitutes a non-recourse loan, beginning on the date of the disbursement. GSD's liability with respect to this loan is limited to the appropriate remittance of community park impact fees in accordance with this Agreement. Interest will continue to accrue from the date of the CIP Fund disbursement until the principal and interest is repaid, in full, to the CIP Fund. The interest rate will be determined based upon the interest the County earns, from time to time, on the County interfund program.

4. CIP funds, plus interest, will be reimbursed as follows:
 - A. Six Hundred Thousand and xx/100 Dollars (\$600,000.00), plus interest, will be reimbursed from Community Park District 3 impact fees, as they accrue, until the \$600,000.00 plus interest is fully repaid. All fees received by District 3 in accordance with LDC §2-347, will be used for retirement of this interfund loan amount until the obligation is paid in full.
 - B. Six Hundred Thousand and xx/100 Dollars (\$600,000.00), plus interest, will be reimbursed from GSD community park impact fees, as they accrue, until the \$600,000.00 plus interest is fully repaid. All GSD community park impact fees received by Lee County for the benefit of GSD will be used for retirement of this interfund loan amount until the obligation is paid in full.
5. Until repayment of the full amount of the loan used to fund the project described herein, funds from the Gateway Subsidiary Account must be remitted quarterly from Lee County to GSD. GSD must use said funds solely for the purpose of capital improvements for the GSD recreational facilities which have been previously approved by the County attorney as being an appropriate use for said funds pursuant to LDC §2-350(a). No loan may be made from the Gateway Community Subdistrict Subsidiary Account. GSD must provide Lee County with an accounting quarterly of the funds received by the GSD pursuant hereto, the funds expended therefrom, and suitable documentation as the County may reasonably request to demonstrate that the expenditures from County community park impact fee funds have been made solely for improvement costs allowed under the Lee County Community Park Impact Fee Ordinance.
6. The County Manager will, during each fiscal period, present to the Board of County Commissioners a list of specific Community Park projects planned to be constructed within Gateway from the funds in the Subsidiary Account for approval by the Board of County Commissioners. This list is hereby referred to as the Gateway Community Park Community Improvement Plan (the "CIP").
7. The Board of County Commissioners may also choose to approve other specific Community Park projects planned within Gateway and presented to it by the

County Manager from time to time at the request of GSD. Projects, if any, approved pursuant to this paragraph will be funded by Lee County from Lee County Community Park Impact Fees other than those in the Subsidiary Account, and operated and maintained by GSD pursuant hereto.

8. For those facilities that are constructed or acquired with funds from the Subsidiary Account, GSD may plan, design and construct or acquire Community Park facilities within Gateway, consistent with the CIP, of a capacity designed to serve the number of residents anticipated to utilize the facility within the Subdistrict. Facility plans and designs within the Subdistrict may be implemented after full consultation with and approval by County staff concerning the plans and designs. Approval by Lee County staff will constitute County acceptance of the capacity design.
9. For those facilities that are constructed or acquired with funds other than from the Subsidiary Account, GSD may plan, design and construct or acquire Community Park facilities within Gateway, consistent with the County's approval, of a capacity designed to serve the number of residents anticipated to utilize the facility within the Impact Fee District which includes the Gateway Subdistrict. Facility plans and designs may be implemented after consultation with and approval by County staff concerning the plans and designs. Approval by Lee County staff will constitute County acceptance of the capacity design.
10. Community Park construction or acquisition by GSD that is not funded by park impact fees remitted to GSD, pursuant hereto, may qualify for Lee County Community Park Impact Fee credits which may be created by Lee County, pursuant to and governed by LDC §2-352.
11. GSD will operate and maintain the Community Park facilities within Gateway at its sole expense. No impact fee funds remitted to GSD may be used for operation and maintenance of any park facilities. GSD will have the right, in its sole discretion to continue to operate limited access facilities at any site within Gateway which are not paid for with Lee County Park impact fee funds.
12. Lee County acknowledges and recognizes that it will not obtain any ownership rights to the facilities to be constructed or acquired by GSD pursuant to this Agreement.
13. GSD may establish, levy, and collect reasonable user fees for Community Park facilities which may take into account assessments or charges paid by landowners within the district by providing credit against such fees for landowners in a manner and to an extent determined by GSD to be appropriate, rationally related to costs born by landowners but not other members of the public.

**LEE COUNTY/GATEWAY SERVICES DISTRICT
COMMUNITY PARKS INTERLOCAL AGREEMENT
(SOCCER FIELD ADDITION)**

EXHIBIT "A"

Proposed Scope of Work

DESIGN, PLAN, PERMIT AND CONSTRUCT THE EXPANSION OF THE
GATEWAY COMMUNITY PARK SOCCER COMPLEX, INCLUDING:

A. Minimum

1. Two additional parking areas and access ways;
 2. Two irrigated, grass turf soccer fields approximately 225 feet by 360 feet;
 3. Related site, drainage and utility improvements, including water management lake modifications to provide a fill source for the proposed fields and parking areas.
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B. Additional Options Dependent Upon Funding

1. Soccer field lighting system designed for one proposed field;
2. Parking lot lighting;
3. One open picnic shelter, approximately 900 square feet in size;
4. Renovation of existing Concession Facility to accommodate a commercial kitchen upgrade.