

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20021058

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve and authorize the Chairman to execute an Interlocal Agreement with the Town of Fort Myers Beach for the delegation of certain development review, permitting and enforcement authority, as well as Hearing Examiner Code Enforcement Services to Lee County. Approve budget amendment resolution in the amount of \$106,184 for the services provided to the Town of Fort Myers Beach.

**WHY ACTION IS NECESSARY:** To provide continuing, consistent services to the Town of Fort Myers Beach.

**WHAT THE ACTION ACCOMPLISHES:** Provides the Town of Fort Myers Beach with certain land use related services until October 2003.

**2. DEPARTMENTAL CATEGORY:** 04 Community Development

**3. MEETING DATE:**

COMMISSION DISTRICT # \_\_\_\_\_

C4B

10-01-2002

**4. AGENDA**

- CONSENT  
 ADMINISTRATIVE  
 APPEALS  
 PUBLIC

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

- (Specify)  
 STATUTE  
 ORDINANCE  
 ADMIN. CODE  
 OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_  
B. DEPARTMENT: Community Development  
C. DIVISION Administration  
BY Mary Gibbs, Director 10/1/02

**7. BACKGROUND:**

As of January 1, 1996, the Town of Fort Myers Beach was created and incorporated pursuant to Chapter 95-494, Laws of Florida.

An Interlocal Agreement was approved by the Board of County Commissioners March 27, 1996, providing land use related services to the Town for the period of March 31, 1996 thru October 1, 1996 and renewed annually through October 1, 2002. This agreement will expire unless renewed. Under this Agreement, the County will provide the following services:

Scope of Services

Cost

- Permit Application Review for:
  - Building Permits
  - Rezoning, Variances, Special Exceptions or Permits
  - Plan Review
  - Environmental Permits and Review
  - Building Inspections
  - Development Orders and Petitions to Vacate
  - Contractor Licensing

No Cost to Town - Fees to be collected by County from Applicants and will be retained by County as compensation for services hereunder

- Code Compliance/Enforcement (including sea turtle compliance & inspections)

\$72,616

(Continued on next page)

**8. STANDING COMMITTEE REVIEW:**

Date Reviewed by M&P Committee \_\_\_\_\_ OR Committee Review Not Required

**9. RECOMMENDED APPROVAL**

DEPARTMENT DIRECTOR <i>Mary Gibbs</i>	Purchasing N/A	Human Rel. N/A	Office of Budget Services <i>9/17/02</i>				OTHER	COUNTY ATTORNEY <i>9/13/02</i>	COUNTY MANAGER <i>[Signature]</i>
			BA <i>[Signature]</i> 9/17/02	GC <i>[Signature]</i> 9/17/02	Risk <i>[Signature]</i> 9/16	Dir. <i>[Signature]</i> 9/16			

**10. COMMISSION ACTION:**

- APPROVED  
 DENIED  
 DEFERRED  
 OTHER

RECEIVED BY COUNTY ADMIN.  
9-13-02  
4:55  
COUNTY ADMIN. FORWARDED TO: *[Signature]*  
10/1/02

RECVD. 9/13/02  
by CO. ATTY.  
2:54 pm  
CO. ATTY. FORWARDED TO:  
Duckert  
3:30 pm

3. Other Activities

a. Provision of general Zoning and Development information to public (not covered by fees)	\$ 3,780
b. Coordination meeting with County and Town Staff (at Fort Myers Beach office) (6 per year)	\$ 4,725
c. Attendance at land use hearings (Local Planning Agency and Town Council) for zoning cases	\$ 4,173
d. Attendance at "informal" pre-application meetings at County (30 per year)	\$ 1,890
e. Historic Preservation Assistance (150 hours)	\$ 3,754
f. Hearing Examiner Code Enforcement Services (1 code hearing day per month at Ft. Myers Beach office and 2 recall days per month at County office).	\$ 12,516
g. Environmental Science assistance (including beach, wetland, landscape, etc.)	\$ <u>2,730</u>
	TOTAL
	\$106,184

REQUESTED ACTION: Request approval and Chairman's execution of the Interlocal Agreement.

ATTACHMENT: Draft Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY  
AND TOWN OF FORT MYERS BEACH**

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the TOWN OF FORT MYERS BEACH, a municipal corporation of the State of Florida, acting by and through its Town Council, the governing body thereof, "Town", 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.

**WITNESSETH:**

WHEREAS, the Town Council is the governing body in and for the Town of Fort Myers Beach; and the Board of County Commissioners is the governing body in and for Lee County; and,

WHEREAS, both the County and town are duly empowered pursuant to Florida Statutes, in particular Section 163.01, F.S., to enter into Interlocal Agreements for the delegation of certain, shared municipal powers; and,

WHEREAS, pursuant to Chapter 95-494, Laws of Florida, the Town of Fort Myers Beach, Florida has assumed all governmental, corporate and proprietary powers provided by law to Florida municipalities as of December 31, 1995; and,

WHEREAS, in order to continue with an orderly transition of governmental powers, duties, and services from Lee County to the Town of Fort Myers Beach for the protection of the public health, safety and welfare of the citizens of Fort Myers Beach, the Fort Myers Beach Town Council has determined it appropriate to delegate certain powers, duties and authority to Lee County on an interim basis as provided for by the charter of the Town of Fort Myers Beach;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the Town and the County, intending to be legally bound, hereby agree as follows:

**SECTION I            PURPOSE**

It is the purpose and intent of this Agreement to define the terms and conditions for the Town's delegation of certain development review, permitting and enforcement authority to the County, and the terms and conditions under which the County shall provide such services. This Agreement is intended to provide to the Town, through a delegation of certain municipal authority and powers to the County, certain services relating to the implementation of the Lee County Land Development Code, to the extent said Code is effective within the Town pursuant to State law, and enforcement of regulations.

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

**SECTION II            AUTHORITY FOR AGREEMENT**

The Town represents to the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of the Town, has been executed and delivered by an authorized officer of the Town, and constitutes a legal, valid and binding obligation of the Town. The County represents to the Town that the execution and delivery of this 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 obligation of the County.

**SECTION III    SCOPE OF SERVICES**

WHEREAS, the Town desires to obtain certain services from the County, from October 1, 2002 through September 30, 2003 and

WHEREAS, the County agrees to provide said services as described below.

NOW THEREFORE, the parties agree that a contract shall exist between them consisting

of the following:

<u>Scope of Services</u>	<u>Cost</u>
1. Permit Application Review for: a. Building Permits b. Plan Review c. Environmental Permits and Review d. Building Inspections e. Development Order, Petitions to Vacate f. Contractor Licensing	No cost to Town - Permit fees to be collected by County from applicants and will be retained by County as compensation for services hereunder
2. Review for : rezonings, variances, special exceptions, special permits, etc.	No cost to Town - Permit fees to be collected by County from applicants and will be retained by County as compensation for services hereunder
3. Code Compliance/Enforcement (includes sea turtle compliance & inspections)	\$ 72,616
4. Other Activities	
a. Provision of general Zoning and Development information to public (not covered by fees)	\$ 3,780
b. Coordination meeting with County and Town staff (at Fort Myers Beach office) (6 per year)	\$ 4,725
c. Attendance at land use hearings (Local Planning Agency and Town Council) for zoning cases	\$ 4,173
d. Attendance at "informal" pre-application meetings at County (30 per year)	\$ 1,890
e. Historic Preservation Assistance (150 hours)	\$ 3,754
f. Hearing Examiner Code Enforcement Services (1 code hearing day per month at Ft. Myers Beach office and 2 recall days per month at County office)	\$ 12,516
g. Environmental Sciences assistance (including beach, wetland, landscape, etc.)	<u>\$ 2,730</u>
	Total \$ 106,184

5. County will retain all original files and records.

6. County will provide Town with records of any administrative actions, as well as staff reports for public hearing cases. County to attend public hearings for zoning cases, excluding petitions to vacate.

7. Town will provide County with copies of all ordinance changes or resolutions adopted by Town pertaining to matters covered herein.
8. Payment of permit application fees by applicants will cover costs for Item #1 listed above.
9. Costs noted in item 3 are for the levels of service of one full time equivalent position for Code Enforcement. Any future enhanced level of service will result in modification to this agreement, to be mutually agreed upon by Town and County.
10. Costs for Hearing Examiner are for one Code Enforcement hearing per month in the Town of Fort Myers Beach and two administrative recall dates in Fort Myers (County) office per month.
11. Cost for Town to receive services from County, in addition to the fees and charges collected by County noted above,(and excluding road impact fees), totals \$106,184. Payment in full for all services is due to County in quarterly payments as listed below. Such payment shall be made by Town warrant by the due date. Nonpayment by the due date shall be grounds for the County's immediate suspension of services.

November 15	\$ 26,546
January 1	\$ 26,546
April 1	\$ 26,546
July 1	\$ 26,546

**SECTION IV RESERVATION OF CERTAIN POWERS & DUTIES TO THE TOWN**

Notwithstanding the provisions of Section III above, the Town hereby specifically reserves unto itself all of the final, determinative powers exercised by the Lee County Board of County Commissioners and Lee County Hearing Examiner, with respect to final decisions concerning the implementation of the Comprehensive Plan and the Land Development Regulations as they may be amended or revised by the Town of Fort Myers Beach from time to time, with the exception of all powers, duties and final decisions exercised by the Lee County Hearing Examiner's Office with respect to code enforcement matters.

**SECTION V DURATION OF INTERLOCAL AGREEMENT**

This Interlocal Agreement shall become effective upon execution by both parties and will remain in effect until September 30, 2003 except as otherwise provided for herein.

**SECTION VI TERMINATION OF INTERLOCAL AGREEMENT**

This Interlocal Agreement may be terminated by either party at any time, with or without cause, upon one hundred twenty (120) days written notice to the non-terminating party.

**SECTION VII            LIABILITY**

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

**SECTION VIII           PRIOR AGREEMENTS**

This Agreement shall supersede any other Agreements between the Town and the County relating to the delegation of certain municipal powers to the extent that the terms and provisions of any such other Agreement conflict with the terms and provisions of this Agreement.

**SECTION IX            ASSIGNMENT**

No assignment, delegation, transfer, or novation of this Agreement or part hereof, shall be made, unless approved by the Town and the County.

**SECTION X            NOTICES**

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

**SECTION XI            AMENDMENT**

This Agreement may only be amended by writing duly executed by the Town and the County.

IN WITNESS WHEREOF, the Town and the County have executed this Agreement on the day, month, and year first written above.

ATTEST:

CHARLIE GREEN, CLERK

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

BOARD OF COUNTY COMMISSIONERS

OF LEE COUNTY, FLORIDA

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

APPROVED AS TO FORM:

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

ATTEST:

By: \_\_\_\_\_  
Town Clerk

TOWN OF FORT MYERS BEACH

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Town Attorney





**LEE COUNTY**  
SOUTHWEST FLORIDA

**LETTER OF TRANSMITTAL**

Department of Community Development  
PO Box 398  
Fort Myers, FL 33902-0398  
(941) 479-8585  
Fax (941) 479-8313

RECEIVED BY  
LEE CO. ATTORNEY

02 SEP 13 PM 2:54

September 13, 2002

TO: County Attorney Office  
County Administration  
Lee CARES

SUBJECT: Blue Sheet 20021058

DESCRIPTION
Blue Sheet 20021058 w/attachment

REMARKS: Please sign
To Lee CARES before 9/19 for October 1 Agenda

Copy to: \_\_\_\_\_

Signed: Debbie Carpenter, Admin Assistant

Name, Title

# RESOLUTION #

Amending the Budget of the Municipal Services Taxing Unit, Fund #15500 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2001-2002.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Municipal Services Taxing Unit, Fund #15500 budget for \$106,184 of the unanticipated revenue from the Town of Fort Myers Beach and an appropriation of a like amount for code compliance enforcement and miscellaneous development service activities and;

**WHEREAS**, the Municipal Services Taxing Unit, Fund #15500 budget shall be amended to include the following amounts which were previously not included.

<b>ESTIMATED REVENUES</b>		
Prior Total:		\$84,010,362
Additions		
LC5150015500.369900.9032	DCD-Town of FMB Reimbursement	\$106,184
Amended Total Estimated Revenues		\$84,116,546

<b>APPROPRIATIONS</b>		
Prior Total:		\$84,010,362
Additions		
GC5890115500.509918	Reserves for Contingencies	\$106,184
Amended Total Appropriations		\$84,116,546

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the Municipal Services Taxing Unit, Fund #15500 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA