

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

Blue Sheet No. 20021356

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Conduct a public hearing and consider the adoption and execution of the Interlocal Agreement between Lee County and the City of Fort Myers regarding the City's annexation of the unincorporated enclaves commonly known as "Dunbar" and "Belle Vue".

**WHY ACTION IS NECESSARY:** The adoption of the Interlocal Agreement between the City of Fort Myers and the County for the transition of services to the annexed areas is a condition precedent to the March 4, 2003 referendum for the annexation pursuant to the Special Act for the annexation, Chapter 98-488, as amended.

**WHAT ACTION ACCOMPLISHES:** The adoption of the Interlocal Agreement allows the process to go forward to referendum on March 4, 2003, for the electorate in the enclaves to decide on annexation.

**2. DEPARTMENTAL CATEGORY:**

COMMISSION DISTRICT #

5:00 #4

**3. MEETING DATE:**

01-28-2003

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC 5:00 p.m.
- WALK ON

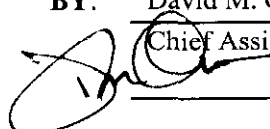
**5. REQUIREMENT/PURPOSE:**

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER      Spc. Act, CH  
98-488, as  
amended

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT      County Attorney
- C. DIVISION          General Services
- BY:                  David M. Owen  
Chief Assistant County Attorney



**TIME REQUIRED:**

**7. BACKGROUND:**

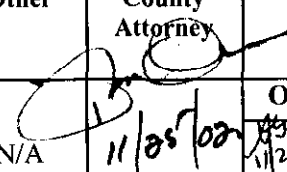
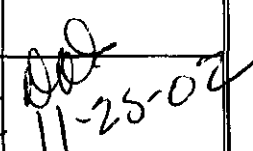
Four years ago, Lee County and the City of Fort Myers began negotiations for a proposed Interlocal Agreement for transitioning two unincorporated enclaves commonly known as "Dunbar" and "Belle Vue", to municipal levels of service if approved by the electorate. To assist in this transition, Lee County's Legislative Delegation proposed a Special Act which was adopted in 1998, Chapter 98-488, as amended.

The Special Act requires the adoption of an Interlocal Agreement between the City and County for the transition of services to the annexed areas as a condition precedent to the March 4, 2003 referendum.

The Interlocal Agreement is attached for Board of County Commissioners' consideration and approval. If approved, authorize the Chairman's execution of the Interlocal Agreement.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

| A<br>Department<br>Director | B<br>Purchasing<br>or<br>Contracts | C<br>Human<br>Resources | D<br>Other | E<br>County<br>Attorney   | F<br>Budget Services |          |          |          | G<br>County Manager   |
|-----------------------------|------------------------------------|-------------------------|------------|---|----------------------|----------|----------|----------|---|
| N/A                         | N/A                                | N/A                     | N/A        |  | OA                   | OM       | RISK     | GC       |  |
|                             |                                    |                         |            | 11/05/02  | 11/25/02             | 11/25/02 | 11/25/02 | 11/25/02 | 11-25-02  |

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER-CONTINUED  
To 01-28-03  
@ 5:00 PM

01-07-03

RECEIVED BY  
COUNTY ADMIN.   
11/25/02  
ONLY ADMIN.  
11/25/02

**MEMORANDUM  
FROM THE  
OFFICE OF COUNTY ATTORNEY**

**DATE:** January 2, 2003

**TO:** Board of County Commissioners

**FROM:**

David M. Owen  
Chief Assistant County Attorney

**RE: PUBLIC HEARING OF TUESDAY, JANUARY 7, 2003; DUNBAR ANNEXATION  
INTERLOCAL AGREEMENT WITH THE CITY OF FORT MYERS**

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Gentlemen;

Per this morning's E-mail notice from Paul Carlson, Planning Manager, City of Fort Myers (attached), the City will not be taking action on the above Interlocal Agreement at its regular meeting of Monday, January 6, 2003.

Rather, the City will consider its adoption at its regular meeting of Tuesday, January 21, 2003 (Monday, January 20, 2003 is the Martin Luther King, Jr. holiday).

As the result, the County's proposed public hearing for January 7, 2003 to consider adoption of the Interlocal Agreement should be continued to: Tuesday, January 28, 2003, 5:00 p.m., in Chambers, 2120 Main Street, Fort Myers.

By copy of this memo, I am requesting that Public Resources add this information to the "Recap Sheet" for the January 7, 2003 regular meeting.

However, at 5:00 p.m. on the 7<sup>th</sup>, you will need to convene the public hearing, put the County's advertising into the record, announce the continuance date and time, and take public input, if any.

**RE: PUBLIC HEARING OF TUESDAY, JANUARY 7, 2003; DUNBAR ANNEXATION  
INTERLOCAL AGREEMENT WITH THE CITY OF FORT MYERS**

Upon the City's approval of the Interlocal Agreement at its January 21, 2003 meeting, the Board may consider its adoption at public hearing on January 28<sup>th</sup>, which is a regular public hearing date for the County.


DMO/dm  
Attachment

xc: James G. Yaeger, County Attorney  
Andrea R. Fraser, Assistant County Attorney  
Donald D. Stilwell, County Manager  
James Lavender, Director, Public Works Administration  
Antonio Majul, Director, Budget Services  
James Lewin, Budget Services  
Mary Gibbs, Director, Community Development  
Robert Stewart, Director, Development Services  
Honorable James T. Humphrey, Mayor, City of Fort Myers  
Honorable Ann Knight, Ph.D., Fort Myers City Council, Ward #3  
Christine Hurley, Director, Community Development  
Grant W. Alley, Esq., City Attorney, City of Fort Myers  
Marie Adams, City Clerk, City of Fort Myers  
Kathy Geren, Public Resources  
Lisa Pierce, Supervisor, Minutes Department

**MEMORANDUM  
FROM THE  
OFFICE OF COUNTY ATTORNEY**

DATE: December 30, 2002

TO: Paul Carlson, Planning Manager  
City of Fort Myers

FROM:   
David M. Owen  
Chief Assistant County Attorney

RE: **DUNBAR ANNEXATION INTERLOCAL AGREEMENT**

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Paul;

Further to your E-mail request to me of even date, I have incorporated the City's further revised language for Section VII B.1.b. into the Interlocal Agreement and am forwarding a new Page 10 of 19 to you reflecting same for presentation to the City Council. Please discard the old Page 10 and replace same with the attached, dated December 30, 2002. Thanks.

If I may be of any additional assistance, please advise.

DMO/dm  
Attachment

xc: Board of County Commissioners  
James G. Yaeger, County Attorney  
Andrea R. Fraser, Assistant County Attorney  
Donald D. Stilwell, County Manager  
James Lavender, Director, Public Works Administration  
Antonio Majul, Director, Budget Services  
James Lewin, Budget Services  
Mary Gibbs, Director, Community Development  
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Honorable James T. Humphrey, Mayor, City of Fort Myers  
Honorable Ann Knight, Ph.D., Fort Myers City Council, Ward #3  
Christine Hurley, Director, Community Development, City of Fort Myers  
Grant W. Alley, Esq., City Attorney, City of Fort Myers  
Marie Adams, City Clerk, City of Fort Myers  
Kathy Geren, Public Resources  
Lisa Pierce, Supervisor, Minutes Department

- a. The CITY will provide maintenance to all lighting systems within the area, at the current service level for the first two (2) fiscal years after annexation, with no additional street lights added.
  - b. In the third, fourth and fifth fiscal year after annexation, the CITY will make a good faith effort to install street lights spaced at a minimum of 400 feet apart.
    - 1) In the annexed area of Dunbar, the CITY will make a good faith effort to install a total of 190 additional street lights over the third, fourth and fifth year after the annexation.
    - 2) In the annexed area of Belle Vue, the CITY will make a good faith effort to install a total of 170 additional street lights over the third, fourth and fifth year after the annexation.
2. COUNTY does not provide area street lighting as a core service.

C. HOUSING

1. SHIP FUNDING - Upon annexation of the "Area", the Dunbar and Belle Vue enclaves will remain eligible to receive SHIP funding from Lee County for three years - FY 2003-04, FY 2004-05, and FY 2005-06. The COUNTY will give priority to the "Area" in determining SHIP fund allocation. Beginning FY 2006-07, the "Area" shall apply to the City of Fort Myers for SHIP funding.
2. COMMUNITY REDEVELOPMENT AGENCY (CRA)-The CITY may establish a Community Redevelopment Area (CRA) pursuant to Chapter 163, Part III, Florida Statutes, in the annexed "Area", after demolition by the CITY's Code Enforcement Department of any and all unsafe structures. The CRA will use tax increment finance revenues generated from the Community Redevelopment Area for continued improvement of the "Area", if taxable values increase to the extent that such revenues are generated. The COUNTY agrees to provide for the funding of the redevelopment trust fund for the above-referenced Community Redevelopment Area to the extent permitted by law, as provided in Chapter 163.387(1)(b), Florida Statutes.
3. HOME FUNDS-Contingent on the availability of HOME funds, Lee County will allocate 7.5% of future HOME funds for three (3) years, FY 2003-2004, FY 2004-2005 and FY 2005-2006, if the electorate approves the Interlocal Agreement.

**From:** "Paul Carlson" <pcarlson@cityftmyers.com>  
**To:** <OWEND@leegov.com>  
**Date:** 12/30/02 9:57AM  
**Subject:** Interlocal

David,

Thanks for the updated interlocal agreement. The only change that was not incorporated was in Section VII B1.b. (Street Lights). I had strike-through on the email that I sent you earlier and the formatting evidently did not carry over to your system. In Section VII B1.b. we wanted to delete the reference to the 400-watt street lights to allow us a little flexibility - since some areas will require 400-watts and others will require different wattage.

So, Section VII B1.b should read:

✓ "In the third, fourth and fifth fiscal year after annexation, the CITY will make a good faith effort to install street lights spaced at a minimum of 400 feet apart."

The only other thing that I can think of is the Code Enforcement issue. I spoke with the Mayor last Thursday and he was supposedly going to meet with Comm. St. Cerny. I haven't heard anything else on that issue.

Thanks.

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Paul A Carlson  
Planning Manager  
Planning Division  
Community Development Department  
City of Ft. Myers  
Phone: 239-332-6786  
Fax: 239-461-2694

**CC:** "Christine Hurley" <CHurley@CFM.CityofFortMyers.com>

**A G E N D A   U P D A T E**

**FROM**



**DIVISION OF PUBLIC RESOURCES**

**MEETING OF JANUARY 7, 2003**

**RE: 5:00 #1-DUNBAR ANNEXATION INTERLOCAL AGREEMENT**

**Attached please find additional information regarding the above referenced agenda item. Please place this additional back up in your agenda book.**

**Thank you.**

**SEND TO: BOARD - ALBION JUDAH COY JANES ST. CERNY  
DONALD STILWELL, COUNTY MANAGER  
BILL HAMMOND, DEPUTY COUNTY MANAGER  
BRUCE LOUCKS, ASSISTANT COUNTY MANAGER  
ANTONIO MAJUL, BUDGET SERVICES  
JAMES LAVENDER, PUBLIC WORKS  
JAMES YAEGER, COUNTY ATTORNEY  
LISA PIERCE, MINUTES DEPARTMENT  
PUBLIC RESOURCES OFFICE  
COMMISSION RECEPTION DESK**

**DATE DISTRIBUTED: December 30, 2002**

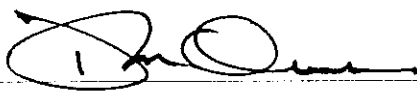
**TIME DISTRIBUTED: 3:00 PM**

K. Jensen

**MEMORANDUM  
FROM THE  
OFFICE OF COUNTY ATTORNEY**

**DATE:** December 27, 2002

**TO:** Paul Carlson, Community  
Development, City of Fort Myers

**FROM:**   
David M. Owen  
Chief Assistant County Attorney

**RE: DUNBAR ANNEXATION INTERLOCAL AGREEMENT**

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Paul;

Per your December 23<sup>rd</sup> E-mail request, I have revised the Interlocal Agreement as suggested by the City with some editorial comments to the new language for Section XV. If there are no further adjustments between now and January 6<sup>th</sup>, we will use this revised Interlocal Agreement for both the City Council's and the Board's consideration at their respective public hearings.

Following the public hearings of January 6<sup>th</sup> for the City, and January 7<sup>th</sup> for the County, if both Bodies approve the Interlocal Agreement as drafted, I will then provide you with original texts for execution (please retain your originals of the Exhibits). If there are any further issues or if you have any comments between now and next Friday, please feel free to call at your convenience. I will be in the office throughout the holiday.

I will not be available for either the January 6<sup>th</sup> or January 7<sup>th</sup> public hearings, inasmuch as I have been invited to attend the Governor's inauguration in Tallahassee on those days. Jim Yaeger and Andrea Fraser will be available for both public hearings to address any issues for either the City Council or Board of County Commissioners during those public hearings.



**RE: DUNBAR ANNEXATION INTERLOCAL AGREEMENT**

It's been my privilege and a pleasure to work with all parties in this endeavor. I will assume that everything will go well at the public hearings.

DMO/dm

Enclosure

xc: Board of County Commissioners  
James G. Yaeger, County Attorney  
Andrea R. Fraser, Assistant County Attorney  
Donald D. Stilwell, County Manager  
James Lavender, Director, Public Works Administration  
Antonio Majul, Director, Budget Services  
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Grant W. Alley, Esq., City Attorney, City of Fort Myers  
Marie Adams, City Clerk, City of Fort Myers  
Kathy Geren, Public Resources  
Lisa Pierce, Supervisor, Minutes Department

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE CITY OF FORT MYERS REGARDING THE MUNICIPAL ANNEXATION OF THE UNINCORPORATED ENCLAVE COMMONLY KNOWN AS "DUNBAR" AND THE UNINCORPORATED ENCLAVE CONSIDERED TO BE ANOTHER PORTION OF THE DUNBAR ENCLAVE, BUT COMMONLY KNOWN AS "BELLE VUE"; PROVIDING FOR SCOPE; PROVIDING FOR THE TRANSITION OF CERTAIN MUNICIPAL SERVICES; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND TERMINATION DATE**

This Interlocal Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Fort Myers, an incorporated municipality of the State of Florida lying within Lee County, hereinafter referred to as "CITY", and Lee County, a charter county and a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "COUNTY", and, collectively, the "PARTIES" hereto.

**RECITALS**

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Florida Statutes Chapter 163, Part II, has been established to encourage and assure coordination between and among municipalities and counties, and to encourage and assure coordination of platting and development activities of units of local governments; and

WHEREAS, the Legislature of the State of Florida enacted Ch. 98-488, as amended, Laws of Florida (1998) entitled An Act relating to Lee County and the City of Fort Myers; providing for the annexation of the enclaves known as "Dunbar" and "Belle Vue" by Interlocal Agreement between the CITY and COUNTY, subject to approval by referendum; providing for procedures for adoption of the agreement and for a referendum; providing for authority for assumption of municipal service duties and transfer of infrastructure; providing an effective date (Exhibit "A"); and

WHEREAS, Ch. 98-488 authorizes the CITY and COUNTY to enter into an Interlocal Agreement subject to referendum approval for the orderly municipal annexation of areas located within a 1-mile radius of the City of Fort Myers city limits, consisting of the unincorporated enclave commonly known as "Dunbar" and the unincorporated enclave considered to be another portion of the Dunbar enclave, but commonly known as "Belle Vue"; and

WHEREAS, the areas proposed to be annexed by the CITY by Interlocal Agreement shall be shown in Exhibit "B", and hereinafter referred to as "Area".

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 and memorialize the terms and conditions under which the annexation of the "Dunbar" and "Belle Vue" enclaves, and the transition of municipal services to those enclaves, will occur.

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

**SECTION III            SCOPE OF AGREEMENT**

The COUNTY and the CITY hereby agree to provide and perform all obligations and duties as required and necessary to complete the transition of the municipal services as set forth herein.

**SECTION IV            EFFECT OF ELECTORAL APPROVAL OF THE INTERLOCAL AGREEMENT**

Upon electoral approval of this Interlocal Agreement, pursuant to referendum as provided for by law, the "Dunbar" and "Belle Vue" enclaves will, by operation of law, thereafter become and be a part of the municipality of the City of Fort Myers, and be included within its corporate limits.

**SECTION V**            **PUBLIC SAFETY**

**A.    LAW ENFORCEMENT**

Law enforcement services will be phased in over a period of three (3) years. Phase-in will begin upon the date of annexation and conclude three (3) years following such date. In the first year, the first enclave to be phased in will be designated as Area 1, as shown in Exhibit "C1". In the second year, the second enclave to be phased in will be designated as Area 2, as shown in Exhibit "C2". In the third year, the third enclave to be phased in will be designated as Area 3, as shown in Exhibit "C3".

1.    First Year Phase-In of Services: The CITY will be responsible to provide municipal-level law enforcement for Area 1 described as having: a northern border of Dr. Martin Luther King Jr. Blvd., a southern border of Canal Street, a western border of Ford Street, and an eastern border of Flint Drive (Exhibit "C1"). Based on the CITY's research and data, Area 1 has 703 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 1 with similar CITY core level of law enforcement services, the workload projections will require:

- a.    The following additional personnel costs:

|    |  |                    |
|----|--|--------------------|
| 1) | Six (6) police officers                | \$260,933.03       |
| 2) | Two (2) investigators (Det/SIG)        | \$98,345.57        |
| 3) | One (1) School Resource Officer        | \$47,874.71        |
| 4) | One (1) Community Policing Coordinator | \$50,397.55        |
| 5) | Four (4) Community Service Aides       | \$116,992.08       |
| 6) | One (1) Records Clerk                  | <u>\$25,870.00</u> |
|    | TOTAL:                                 | \$600,412.94       |

- b.    The following additional vehicle costs:

|    |  |                     |
|----|--|---------------------|
| 1) | Six (6) fully equipped patrol units @ \$45,874 | \$275,244.00        |
| 2) | One (1) unmarked detective vehicle             | \$46,788.00         |
| 3) | One (1) SIG vehicle                            | \$46,788.00         |
| 4) | One (1) Community Policing vehicle             | \$25,000.00         |
| 5) | One (1) School Resource vehicle                | \$25,000.00         |
| 6) | Four (4) Community Service Aides vehicles      | <u>\$100,000.00</u> |
|    | TOTAL:   | \$518,820.00        |

|    |  |                   |
|----|--|-------------------|
| c. | The following additional costs:  |                   |
| 1) | Fourteen (14) sets of portable radios, uniforms, bulletproof vests and firearms - est. \$6,000.00 each | \$84,000.00       |
| 2) | Vehicle Maintenance - \$3,000 annual x 14 vehicles   | \$42,000.00       |
| 3) | Radio Fees - for fourteen (14) radios x \$16.90 per radio per month x 12 months                        | <u>\$2,840.00</u> |
|    | TOTAL:   | \$128,840.00      |

**TOTAL ESTIMATED COSTS FOR FIRST YEAR      \$1,248,072.94**

2. Second Year Phase-In of Services: The CITY will be responsible to provide municipal-level law enforcement for Area 2 described as having: a northern border of Marion Street, a southern border of Michigan Avenue, a western border of Palmetto Avenue, and an eastern border of Ortiz Avenue (Exhibit "C2"). Based on the CITY's research and data, Area 2 has 411 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 2 with similar CITY core level of law enforcement services, CITY data workload projections law enforcement will require:

|    |  |                    |
|----|--|--------------------|
| a. | The following additional personnel costs:          |                    |
| 1) | Nine (9) police Officers (added 3 to Year II)      | \$395,994.09       |
| 2) | Two (2) Investigators - (Det/SIG)                  | \$100,984.32       |
| 3) | Two (2) School Resource Officers (added 1 Year II) | \$96,202.32        |
| 4) | One (1) Community Policing Officer                 | \$51,753.58        |
| 5) | Four (4) Community Service Aides                   | \$119,851.40       |
| 6) | One (1) Records Clerk                              | <u>\$26,473.48</u> |
|    | TOTAL:   | \$791,259.19       |

|    |  |                    |
|----|--|--------------------|
| b. | The following additional vehicle costs:          |                    |
| 1) | Three (3) fully equipped patrol units @ \$45,874 | \$137,622.00       |
| 2) | One (1) School Resource Vehicle                  | <u>\$25,000.00</u> |
|    | TOTAL:   | \$162,622.00       |

|    |  |                   |
|----|--|-------------------|
| c. | The following additional costs:  |                   |
| 1) | Eighteen (18) sets of portable radios, uniforms, bulletproof vests and firearms - est. \$6,000.00 each | \$108,000.00      |
| 2) | Vehicle Maintenance - \$3,000 annual x 18 vehicles   | \$54,000.00       |
| 3) | Radio Fees - for eighteen (18) radios x \$16.90 per radio per month x 12 months                        | <u>\$3,650.00</u> |
|    | TOTAL:   | \$165,650.00      |

**TOTAL ESTIMATED COSTS FOR SECOND YEAR \$1,119,531.19**

3. Third Year Phase-In of Services: The CITY will be responsible to provide for municipal-level law enforcement for Area 3 describing as having: a northern border of Canal Street, a southern border of Warehouse Road, a western border of Palm Avenue, and an eastern border of Arcadia Avenue (Exhibit "C3"). Based on the CITY's research and data, Area 3 has 116 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 3 with similar CITY core level of law enforcement services, CITY data workload projections law enforcement will require:

|    |   |                    |
|----|---|--------------------|
| a. | The following additional personnel costs:           |                    |
| 1) | Ten (10) Police Officers (added 1 to Year III)      | \$449,140.94       |
| 2) | Two (2) Investigators (Det/SIG)                     | \$103,701.82       |
| 3) | Two (2) School Resource Officers (added 1 Year III) | \$98,749.14        |
| 4) | One (1) Community Policing Officer                  | \$53,149.73        |
| 5) | Four (4) Community Service Aides                    | \$122,712.64       |
| 6) | One (1) Records Clerk                               | <u>\$27,093.00</u> |
|    | TOTAL:  | \$854,547.27       |

|    |   |                    |
|----|---|--------------------|
| b. | The following additional vehicle costs:       |                    |
| 1) | One (1) fully equipped patrol unit @ \$45,874 | <u>\$45,874.00</u> |
|    | TOTAL:  | \$45,874.00        |

|    |   |                   |
|----|---|-------------------|
| c. | The following additional costs:   |                   |
| 1) | Nineteen (19) sets of portable radios, uniforms, bulletproof vests and firearms - est. \$6,000 each | \$114,000.00      |
| 2) | Vehicle Maintenance - \$3,000 annual x 19 vehicles  | \$57,000.00       |
| 3) | Radio Fees - for nineteen (19) radios x \$16.90 per radio per month x 12 months                     | <u>\$3,853.00</u> |
|    | TOTAL:  | \$174,853.00      |

**TOTAL ESTIMATED COSTS FOR THIRD YEAR      \$1,075,274.27**

|    |   |                |
|----|---|----------------|
| 4. | Total projected costs for law enforcement annexation: | \$3,442,878.40 |
|----|---|----------------|

**B. FIRE**

The CITY shall be responsible for providing fire and rescue services to the annexed "Area" upon approval by the governing bodies of the CITY and COUNTY, and a subsequent favorable vote of the electorate of this Interlocal Agreement. Pursuant to Ch. 88-545, Laws of Florida, repealing subsection (4) of Section 2, Ch. 76-410, Laws of Florida, the CITY has the lawful authority to annex those portions of the Tice Fire District which are included in the annexed "Area".

The parties involved in the transition of fire services for the Dunbar and Belle Vue enclaves (City of Fort Myers and Tice Fire District), will follow the provisions of Florida law as set out at Section 171.093(4), F.S., for the transition of fire services from the Tice Fire District to the City of Fort Myers.

The County will share the statutory costs with the CITY for the CITY's and Tice Fire District's fire service transition, on a 50% - 50% basis for the four years as set out in Section 171.093(4), Florida Statutes.

**SECTION VI            CODE ENFORCEMENT**

I. The CITY shall be responsible for providing code enforcement services to the annexed "Areas" upon approval by the governing bodies of the CITY and COUNTY, and a subsequent favorable vote of the electorate of this Interlocal Agreement. Code Enforcement will mirror Law Enforcement's Phase-In of Services plan and associated geographic boundary Areas within this Interlocal Agreement.

**A. CODE ENFORCEMENT FOR ANNEXED "AREAS"**

1. Goals: The CITY's code enforcement goals for the annexed "Areas" are as follows:
  - a. To create safe, attractive residential and business neighborhoods.

- b. Assist the community in building pride, responsibility and involvement.
- c. Improve property values and the quality of life.

2. Methods to Achieve Goals

- a. Eliminate all unsafe structures
  - 1) Securing of typical buildings will be performed by the CITY's Rapid Response Team within seventy-two (72) hours of complaint.
  - 2) If uncontested, the CITY can demolish an unsafe structure ninety (90) days after identification and proper notice.
- b. Enforcement maintenance standards: code enforcement is dispatched within two (2) hours to respond to complaints.
- c. Manage overgrown properties with Rapid Response Team: Typical overgrown lots will have trash removed, tree limbs cut to six (6) foot, and overgrowth cut to four (4) inches by the CITY's Rapid Response Team. Response is scheduled upon return receipt of 10-Day Notice postcard.
- d. Aggressive tag and tow program. Vehicles are targeted to be removed within three (3) weeks.
- e. Coordinate clean-up programs.
- f. Rental Property licensing and enforcement.

3. Implementation Schedule

- a. Code Sweeps - Street by street, in phases. Assessment, public education and community outreach.



- b. Self-Initiated Enforcement of most serious violations by priority. Health and safety, crime-related, unsafe structure abatement, etc.. (Per Policy)
- c. Complaint Response - Most common violations: abandoned vehicles, trash and debris, wild growth, property maintenance, licenses and permits, etc..

**B. ANNUAL OPERATING RESOURCES**

1. Resources and Costs: In order to implement a smooth transition which will provide the annexed "Area" with similar CITY core level code enforcement services, the goals and implementation of those goals will require the following resources and costs:

a. Annual Personnel Costs:

|   |              |
|---|--------------|
| One (1) FACE Certified Code Violation Officer | \$ 35,000.00 |
| One (1) State Certified Building Inspector    | \$ 50,000.00 |
| One (1) Support Admin. Clerk                  | \$ 30,000.00 |
| Other Admin. Mgmt. Costs                      | \$ 10,000.00 |

**Total Annual Personnel Costs: \$ 125,000.00**

b. Other Annual Operating Costs:

|                                      |              |
|--------------------------------------|--------------|
| Unsafe Structure Abatement           | \$ _____     |
| Derelect Vehicle (Boat Tipping Fees) | \$ 10,000.00 |
| Vehicle / Equipment Maintenance      | \$ 10,000.00 |
| General Operating Costs Percentage   | \$ 20,000.00 |

**Total Other Annual Operating Costs: \$ \_\_\_\_\_**

c. Initial One Time Start-Up Costs:

|                                  |              |
|----------------------------------|--------------|
| Rapid Response Capital Equipment | \$ 70,000.00 |
| Officer / Inspector Vehicles (2) | \$ 40,000.00 |
| Computers (3)                    | \$ 10,000.00 |

**Total One Time Start-Up Costs: \$120,000.00**

2. Five Year Protection: (Including 08% Increase

in Annual Costs / Year)

|             |               |
|-------------|---------------|
| First Year  | \$ 385,000.00 |
| Second Year | \$ 280,000.00 |
| Third Year  | \$ 300,000.00 |
| Fourth Year | \$ 320,000.00 |
| Fifth Year  | \$ 340,000.00 |

**TOTAL FIVE YEAR PROJECTION COSTS: \$ \_\_\_\_\_**

NOTE: Budget Does Not Include Equipment / Vehicle Replacement Costs.

3. Lee County Contributions Needed for Unsafe Structure Abatement:  
\$ \_\_\_\_\_ Per Year for Five (5) Years.

II. If the PARTIES cannot reach an accord with respect to the implementation of the transition as set out in Section VI, I., above, by the date of adoption of this Interlocal Agreement, then the CITY and the COUNTY will negotiate in good faith to establish the costs and rate of transition of Code Enforcement services to the annexed enclave areas prior to the expiration of the first one hundred twenty (120) days following the implementation date as set out in Section XXI, herein.

**SECTION VII      SIDEWALKS, STREET LIGHTING, HOUSING**

**A.      SIDEWALKS**

1.      a.      For maintenance purposes, the COUNTY will maintain the sidewalks in the enclave areas for the first and second year after annexation. The COUNTY'S current service level for the cost of sidewalk repair and maintenance for the Dunbar/Belle Vue area is estimated at a not-to-exceed amount of \$2,000.00.
- b.      In the third, fourth and fifth year after annexation, the CITY will make a good faith effort to construct new sidewalks.
2.      The COUNTY does not provide new sidewalks on a retrofit basis except through the Bicycle/Pedestrian Advisory Committee.

**B.      STREET LIGHTS**

1.      The installation of street lights will be phased in over a period of five (5) years. Phase-in will begin upon the date of annexation and conclude five (5) years following such date.

- a. The CITY will provide maintenance to all lighting systems within the area, at the current service level for the first two (2) fiscal years after annexation, with no additional street lights added.
  - b. In the third, fourth and fifth fiscal year after annexation, the CITY will make a good faith effort to install 400-watt street lights spaced at a minimum of 400 feet apart.
    - 1) In the annexed area of Dunbar, the CITY will make a good faith effort to install a total of 190 additional street lights over the third, fourth and fifth year after the annexation.
    - 2) In the annexed area of Belle Vue, the CITY will make a good faith effort to install a total of 170 additional street lights over the third, fourth and fifth year after the annexation.
2. COUNTY does not provide area street lighting as a core service.

C. HOUSING

1. SHIP FUNDING - Upon annexation of the "Area", the Dunbar and Belle Vue enclaves will remain eligible to receive SHIP funding from Lee County for three years - FY 2003-04, FY 2004-05, and FY 2005-06. The COUNTY will give priority to the "Area" in determining SHIP fund allocation. Beginning FY 2006-07, the "Area" shall apply to the City of Fort Myers for SHIP funding.
2. COMMUNITY REDEVELOPMENT AGENCY (CRA)-The CITY may establish a Community Redevelopment Area (CRA) pursuant to Chapter 163, Part III, Florida Statutes, in the annexed "Area", after demolition by the CITY's Code Enforcement Department of any and all unsafe structures. The CRA will use tax increment finance revenues generated from the Community Redevelopment Area for continued improvement of the "Area", if taxable values increase to the extent that such revenues are generated. The COUNTY agrees to provide for the funding of the redevelopment trust fund for the above-referenced Community Redevelopment Area to the extent permitted by law, as provided in Chapter 163.387(1)(b), Florida Statutes.
3. HOME FUNDS-Contingent on the availability of HOME funds, Lee County will allocate 7.5% of future HOME funds for three (3) years, FY 2003-2004, FY 2004-2005 and FY 2005-2006, if the electorate approves the Interlocal Agreement.

- a. Provisional funding.
- 1) Lee County will distribute the funds directly to the CITY on an annual basis in January for the fiscal years stated above.
  - 2) The CITY agrees to, shall, and will, use the funds for eligible HOME Community Housing Development Organizations (CHDO) activities.
  - 3) The CITY shall provide the funds to an eligible CHDO.
  - 4) The CITY shall use any and all interest earned on HOME funds for eligible HOME CHDO activities.
  - 5) The CITY shall comply with all applicable HOME and OMB Circular regulations.
  - 6) The CITY agrees to and shall indemnify and hold the COUNTY harmless if HUD or an independent auditor determines that the HOME funds given to the CITY were not spent in compliance with the HOME and OMB Circular regulations.
  - 7) The CITY shall pay the COUNTY an amount equal to any funds asked to be repaid by HUD or an independent auditor.
  - 8) The CITY shall provide the COUNTY with any annual activities report and the portion of the CITY's annual independent audit that relates to the above HOME funds.
  - 9) The CITY shall conduct any short and/or long term monitoring responsibilities; and all eligible activities must comply with 24 CFR Part 92.201.a.2 which states:  
"The participating jurisdiction (Lee County) may only invest its HOME funds in eligible projects within its boundaries, or in joint projects within the boundaries of contiguous local jurisdictions which serve residents from both jurisdictions."

- 10) The CITY and COUNTY will enter into a HOME contract in order to receive these funds, pursuant to 24 CFR Part 504.

## SECTION VIII      UTILITIES

- A. Lee County Utilities (LCU) is a separate enterprise within Lee County government funded from utility revenues and does not subsidize the Lee County general fund. LCU currently provides water and wastewater utility service to areas within the City of Fort Myers, as well as in unincorporated Lee County. Annexation of the "Area", which is presently served by LCU, will not affect the water and wastewater utilities.
- B. At any time following annexation, CITY may acquire the COUNTY'S water and wastewater utilities at the then applicable costs.
- C. Transition Plan

LCU will continue to own, operate and maintain the water and sewer utility system within the "Area" during the transition. However, and if desired by the CITY as an option, the CITY may impose the statutorily authorized water/wastewater utility franchise fee of up to five percent (5%) of gross revenues within the CITY's "Area", which would be added to the CITY'S customer's utility bills by the County.

- D. Wastewater Utility Transition Options
  1. LCU will continue to own and operate the wastewater utility system within the annexed "Area". The level of service and rates provided by the COUNTY and CITY are similar.
  2. The CITY purchases the wastewater utility system assets and customer base located within the annexed "Area", as marked in Exhibit "E" from LCU (using the same methodology used in Precinct 51 purchase) for \$1,148,523.00, escalated by CPI index on an annual basis after the implementation of this Agreement. An additional \$40,000.00 would be incurred by the CITY to upgrade the system to their SCADA system, for a total cost of \$1,188,523.00 if the option is exercised in the first year of the Agreement. The CITY and COUNTY shall share the electricity costs of the Ballard Road Master Pump Station based on their number of connections served by the master pump station. The CITY shall perform all other operations and maintenance for the wastewater utility after the CITY'S purchase of the infrastructure.

## E. Water Utility Transition Options

1. LCU will continue to own and operate the potable water utility system within the annexed "Area". The level of service and rates provided by the COUNTY and CITY are similar.
2. The CITY purchases the potable water utility system assets and customers base located within the annexed "Area" from LCU (including mains, distribution system, appurtenances, and customer accounts). The CITY shall provide at their cost, the necessary construction to physically disconnect the potable water system in the annexed "Area" from LCU and connect to the CITY's water system. The CITY shall provide necessary easements to the COUNTY, and pay the COUNTY to construct a new LCU 16" water transmission main to replace the existing 16" transmission main transferred to the CITY as part of the purchase, in accordance with the attached conceptual drawing, Exhibit F, hereto. The cost to the CITY is estimated to be \$2,626,080.00 escalated by the CPI index on an annual basis after the implementation of this Agreement. The CITY's construction costs are estimated to be \$1,002,949.00 for a total cost to the CITY of \$3,629,029.00, if the option is exercised in the first year of the Agreement.
3. The CITY purchases the potable water utility distribution system and retail water customer base and provides retail utility services (including distribution piping, meters and customer service) within the annexed "Area". LCU will retain ownership of the 16" transmission main system in the annexed "Area". Potable water will then be supplied to the annexed "Area" by the COUNTY under a wholesale arrangement. The cost for the CITY to purchase the retail water utility customer base is \$626,080.00, escalated by the CPI index on an annual basis after the date of this Agreement. The CITY will pay a monthly wholesale potable water fee, to the COUNTY, based on the combined retail potable water usage, plus ten percent (10%) allocation for leakage, and the COUNTY's then existing wholesale potable water rate.

**SECTION IX**            **ROADS, PAVEMENT, CURBS**

A.    Roads to be Overlaid

1.    Upon annexation of the Area, the COUNTY will continue the Overlay Program within the enclaves of Dunbar and Belle Vue for a period of five (5) years.
  - a.    Ten (10) streets have been identified as requiring resurfacing during the five (5) years of this Interlocal Agreement. The COUNTY agrees to resurface ten streets, or the equivalent square yard area (60,598 yd.<sup>2</sup>) on any of the proposed annexed streets, as agreed to by the CITY and the COUNTY, over this five-year period. The COUNTY may choose to provide the equivalent cost for the resurfacing based on the most current asphalt prices from the COUNTY resurfacing contract.
  - b.    The CITY will be responsible for all other street maintenance, overlays, resurfacing, etc..
2.    The CITY will assume responsibility of the Overlay Program at the beginning of the sixth year after annexation.

B.    Street and Traffic Control Signs

1.    Upon annexation of the Area, the COUNTY will replace the COUNTY's street signs with CITY street signs. The CITY agrees to pay the COUNTY \$19,300.00 for changing and replacing the signs.
2.    Upon annexation of the Area, the CITY will maintain the traffic control signs in the Dunbar and Belle Vue enclaves at the CITY's expense.

**SECTION X**            **SOLID WASTE**

The CITY will phase in the collection of solid waste from the "Area". Two (2) years after annexation, beginning October 1, 2005, the CITY will be solely responsible for the collection of solid waste in the Area.

The COUNTY will continue to charge customers in the Area for Solid Waste services in the same manner as the unincorporated COUNTY through FY 2005 (9/30/2005).

**SECTION XI**            **PARKS AND RECREATION**

A.     Recreation Programming

Neither the CITY nor COUNTY operate direct recreation programming within the proposed annexation Area. The residents of this Area are served through programs offered at the Stars Complex and programs offered at other CITY or COUNTY facilities. Neither entity excludes on the basis of residency, so the population of these areas would continue to be served with no changes or additional costs. Additionally, residents would continue to have access to all other CITY and COUNTY facilities and programs.

**SECTION XII**            **DRAINAGE & ENVIRONMENTAL**

I.     Cleaning of Drainage Structures

A.     Cleaning:

The COUNTY will perform a COUNTY Core Level of Service (CCLOS) maintenance event / cleaning of all necessary Municipal Separate Storm Sewer System (MS4) components, canals and ditches within the first year after passage of the referendum. Those MS4 systems, canals and ditches are:

1.     Ditch from Ballard Road to New York Avenue  
          Co. No. (439, partial) CCLOS: Clean and Reshape
2.     Ditch @ Michigan Avenue to New York  
          Co. No. (438, partial) CCLOS: Clean and Reshape
3.     Zapato Canal, North from Ballard Road to Billy's Creek  
          Co. No. 474, CCLOS: NCM \*
4.     10 Mile Canal, North from N. Colonial to Hanson Street  
          Co. No. 1730, CCLOS: Spray and Mow
5.     Ditch East of Kutak Lane N. to Hanson Street  
          Co. No. 929, CCLOS: NCM
6.     Ditch @ Cargo Street, S. to North Colonial W/w  
          Co. No. 937, CCLOS: Clean and Reshape
7.     Ditch East of Work Drive, S. from Hanson to N. Colonial W/w  
          Co. No. 936, CCLOS: Clean and Reshape
8.     Thomas Avenue Ditch, East from Ford Street to Henderson  
          Co. No. 533, CCLOS: Clean and Reshape
9.     Ditch between Cargo Street & Work Drive, runs East & West  
          Co. No. 932, CCLOS: Clean and Reshape
10.    2 Ditches, running East & West across Work Drive  
          Co. Nos. 934, 935, CCLOS: Clean and Reshape
11.    Hanson Ditch, Runs East then North to Hanson Avenue  
          Co. No. 926, CCLOS: Clean and Reshape
12.    Lucille Swale, between Louise & Michigan Avenue



- Co. No. 472, CCLOS: Mow
- 13. Palmetto Canal, from MLK Blvd. South to Edison Avenue  
Co. No. 532, CCLOS: Clean and Reshape
- 14. Ditch from Habitat for Humanity to Canal Street  
Co. No. 1788, CCLOS: NCM
- 15. Palmetto Ditch, North from Canal St. to South St.  
Co. No. 511, CCLOS: Clean and Reshape

\* = Home Owner Association Maintained  
 NCM = Not County Maintained

- B. The COUNTY will transfer to the CITY, all of the ownership rights, title and interest that the County holds in the above canal systems within the first year following the implementation of this Interlocal Agreement. The COUNTY agrees to conduct ownership and encumbrance (O&E) searches and reports for the subject properties prior to the issuance of County deeds or easements for the properties, and will provide copies of said reports to the CITY along with the deeds or easements, as appropriate. For those parts or portions of the canal system(s) where the COUNTY holds no legal ownership, the PARTIES will act in concert to determine such ownership, and the COUNTY will assist the CITY in obtaining any easements the CITY determines necessary for the integrated maintenance of its drainage system. If there are any costs associated with the CITY'S obtaining any such necessary easements other than CITY and/or COUNTY staff time, the PARTIES will meet upon that occasion for the purpose of determining any sharing of those costs.
- C. The CITY will be responsible for all other drainage structures' maintenance and cleaning.

**SECTION XIII ENVIRONMENTAL ISSUES**

- 1. The COUNTY will provide a map and written text description of the annexed Area as required by Florida Administrative Code (FAC) Chapter 62-624.700; Transfer of Operational Authority. Coordination for this transfer of authority shall occur on the Second Thursday of each month for twelve (12) months after execution of this Agreement, or until completed.
- 2. The COUNTY will provide the CITY with any incidental MS4 information associated with the Area, including; but not limited to, prior drainage studies, retrofit projects, maps or other hydrologic data obtained by any means, as well as the information required by FAC 62-624.600 2.(d) 1.a,c,d,e,g,h,i,m,o, and p.; and 62-600-2.(d), 2.(h) 2.a, as may be required by permit.

3. The COUNTY will provide the CITY with all data collected by the COUNTY regarding the Area as required by the Environmental Protection Agency's (EPA) and Department of Environmental Protection (DEP) Permit No. FLS 000035, both electronically and hard copies, including, but not limited to: Maps of the Municipal Separate Storm Sewer System (MS4), Major Outfall locations and inspections, Minor Outfall locations and inspections, receiving water bodies and their classifications, dry weather field screening records, high risk industrial facility inspections, illicit connection information and a listing of structural controls by type.
4. The transfer of all other Federal, State, or Local permits, including, but not limited to, permits issued by the Corps of Engineers, South Florida Water Management District and/or the DEP will occur during the first year of the implementation of this Agreement. Coordination meetings for any such transfers shall occur on the Second Thursday of each quarter at a time mutually agreeable to both PARTIES. Such permits to be transferred are those as listed below:

The COUNTY holds no other permits, except those as described in C.1, 2, and 3 above.

#### **SECTION XIV**      **LAND USE AND PERMITTING**

##### **A. Local Government Comprehensive Plan**

1. Upon annexation of the Area, the CITY will initiate all appropriate amendments to its adopted local government comprehensive plan to assign land use designations to the properties annexed.
2. Until such time as the CITY local government comprehensive plan amendment(s) are adopted and become effective, the land use designations and the associated goals, objectives and policies as contained in the adopted Lee County Comprehensive Plan shall remain in full force and effect and apply to all properties located in the Area.

##### **B. Development Review and Permitting**

1. Until such time as the CITY local government comprehensive plan amendment(s) are adopted and become effective, the COUNTY will continue to accept, review and make determinations on all permits for development proposed in the Area.
2. In reviewing and making determinations for all permit applications, the COUNTY will apply the land use designations and goals, objectives and policies as included in the adopted Lee County Comprehensive Plan.

3. Immediately upon the effective date of the amendments to the CITY comprehensive plan, all acceptance, review and determinations for permit applications within the Area will become the responsibility of the CITY.

**SECTION XV      FUNDS RESTRICTION**

The CITY agrees that any and all funds received from the COUNTY under this Interlocal Agreement will not be used for any other purpose or CITY business other than for those stated in the Interlocal Agreement. The CITY will work towards the ultimate goal of bringing the areas to be annexed concurrent with the CITY core level of service for areas within its municipal boundaries. For all services not directly financed by the COUNTY as explained above, it is the intent of the PARTIES that nothing in this Agreement shall be interpreted to obligate the CITY beyond those obligations that are statutorily imposed.

**SECTION XVI      AMENDMENTS**

Upon filing of the Interlocal Agreement with the Clerk of the CITY and the Clerk of the Courts for the COUNTY, neither the CITY nor COUNTY shall make any amendments, revisions or changes to the terms and conditions of this Agreement prior to the public hearing for consideration of adoption.

**SECTION XVII      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 the CITY, at the Office of the Mayor.

**SECTION XVIII      CONSTRUCTION**

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

**SECTION XIX      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 by Florida Statutes.

**SECTION XX      SEVERABILITY**

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless remain in full force and effect.

**SECTION XXI      EFFECTIVE DATE**

This Agreement shall become effective on October 1, 2003, following approval by the governing bodies of both the CITY and COUNTY, and a subsequent favorable vote of the electorate as provided for in § 171.0413, F.S.

**SECTION XXII      TERMINATION DATE**

The Agreement shall terminate upon the completion of all obligations of both CITY and COUNTY herein, or five (5) years following the effective date, whichever first occurs.

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

ATTEST:

CITY OF FORT MYERS

By: \_\_\_\_\_  
City Clerk

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

APPROVED AS TO FORM BY:

By: \_\_\_\_\_  
City Attorney

From: "Paul Carlson" <pcarlson@cityftmyers.com>  
To: <OWEND@leegov.com>  
Date: 12/23/02 4:14PM  
Subject: Dunbar Interlocal Agreement

M - Pls. Review  
I.A. AS  
INDICATED.

THNX.  
D.

David,

I've had requests from the City's legal and engineering departments to make some minor modifications to the Interlocal Agreement. The requested changes are as follows:

=====

The City Attorney's Office proposes the following changes to the draft Interlocal Agreement:

In Section VII, A.1.b., the first sentence should be revised to read:  
"In the third, fourth and fifth year after annexation, the CITY will make a good faith effort to construct new sidewalks."

Section VII, B.1.b., should be revised to read:  
"In the third, fourth and fifth fiscal year after annexation, the CITY will make a good faith effort to install 400-watt street lights spaced at a minimum of 400 feet apart."

Section VII, B.1.b.1), should be revised to read:  
"In the annexed area of Dunbar, the CITY will make a good faith effort to install a total of 190 additional street lights over the third, fourth and fifth year after the annexation."

Section VII, B.1.b.2), should be revised to read:  
"In the annexed area of Belle Vue, the CITY will make a good faith effort to install a total of 170 additional street lights over the third, fourth and fifth year after the annexation."

Additionally, the City Attorney's Office proposes the following language be added to the end of Section XV:  
"The CITY will work towards ~~an~~ <sup>WITH THE CITY</sup> ultimate goal of bringing the areas to be annexed concurrent ~~to the~~ <sup>THE</sup> core level of service for areas within its municipal boundaries. For all ~~the~~ services not directly financed by the COUNTY as explained above, it is the intent of the parties that nothing in this Agreement shall be interpreted to obligate the CITY beyond those obligations ~~statutorily imposed.~~ <sup>THAT ARE</sup>"

=====

The City's Engineering Department proposes the following change:

Section VII B1.b. (Street Lights) should read as follows:

In the third, fourt and fifth fiscal year after annexation, the CITY will install 440-watt street lights spaced at a minimum of 400 feet apart.

Please let me know if you have any questions. Thanks.

DUPLICATE

-----  
Paul A Carlson  
Planning Manager  
Planning Division  
Community Development Department  
City of Ft. Myers

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE CITY OF FORT MYERS REGARDING THE MUNICIPAL ANNEXATION OF THE UNINCORPORATED ENCLAVE COMMONLY KNOWN AS "DUNBAR" AND THE UNINCORPORATED ENCLAVE CONSIDERED TO BE ANOTHER PORTION OF THE DUNBAR ENCLAVE, BUT COMMONLY KNOWN AS "BELLE VUE"; PROVIDING FOR SCOPE; PROVIDING FOR THE TRANSITION OF CERTAIN MUNICIPAL SERVICES; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND TERMINATION DATE**

This Interlocal Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Fort Myers, an incorporated municipality of the State of Florida lying within Lee County, hereinafter referred to as "CITY", and Lee County, a charter county and a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "COUNTY", and, collectively, the "PARTIES" hereto.

**RECITALS**

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Florida Statutes Chapter 163, Part II, has been established to encourage and assure coordination between and among municipalities and counties, and to encourage and assure coordination of platting and development activities of units of local governments; and

WHEREAS, the Legislature of the State of Florida enacted Ch. 98-488, as amended, Laws of Florida (1998) entitled An Act relating to Lee County and the City of Fort Myers; providing for the annexation of the enclaves known as "Dunbar" and "Belle Vue" by Interlocal Agreement between the CITY and COUNTY, subject to approval by referendum; providing for procedures for adoption of the agreement and for a referendum; providing for authority for assumption of municipal service duties and transfer of infrastructure; providing an effective date (Exhibit "A"); and

WHEREAS, Ch. 98-488 authorizes the CITY and COUNTY to enter into an Interlocal Agreement subject to referendum approval for the orderly municipal annexation of areas located within a 1-mile radius of the City of Fort Myers city limits, consisting of the unincorporated enclave commonly known as "Dunbar" and the unincorporated enclave considered to be another portion of the Dunbar enclave, but commonly known as "Belle Vue"; and

WHEREAS, the areas proposed to be annexed by the CITY by Interlocal Agreement shall be shown in Exhibit "B", and hereinafter referred to as "Area".

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 and memorialize the terms and conditions under which the annexation of the "Dunbar" and "Belle Vue" enclaves, and the transition of municipal services to those enclaves, will occur.

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

**SECTION III            SCOPE OF AGREEMENT**

The COUNTY and the CITY hereby agree to provide and perform all obligations and duties as required and necessary to complete the transition of the municipal services as set forth herein.

**SECTION IV            EFFECT OF ELECTORAL APPROVAL OF THE INTERLOCAL AGREEMENT**

Upon electoral approval of this Interlocal Agreement, pursuant to referendum as provided for by law, the "Dunbar" and "Belle Vue" enclaves will, by operation of law, thereafter become and be a part of the municipality of the City of Fort Myers, and be included within its corporate limits.

**SECTION V            PUBLIC SAFETY**

**A.     LAW ENFORCEMENT**

Law enforcement services will be phased in over a period of three (3) years. Phase-in will begin upon the date of annexation and conclude three (3) years following such date. In the first year, the first enclave to be phased in will be designated as Area 1, as shown in Exhibit "C1". In the second year, the second enclave to be phased in will be designated as Area 2, as shown in Exhibit "C2". In the third year, the third enclave to be phased in will be designated as Area 3, as shown in Exhibit "C3".

1.     First Year Phase-In of Services: The CITY will be responsible to provide municipal-level law enforcement for Area 1 described as having: a northern border of Dr. Martin Luther King Jr. Blvd., a southern border of Canal Street, a western border of Ford Street, and an eastern border of Flint Drive (Exhibit "C1"). Based on the CITY's research and data, Area 1 has 703 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 1 with similar CITY core level of law enforcement services, the workload projections will require:

- a.     The following additional personnel costs:

|    |  |                    |
|----|--|--------------------|
| 1) | Six (6) police officers                | \$260,933.03       |
| 2) | Two (2) investigators (Det/SIG)        | \$98,345.57        |
| 3) | One (1) School Resource Officer        | \$47,874.71        |
| 4) | One (1) Community Policing Coordinator | \$50,397.55        |
| 5) | Four (4) Community Service Aides       | \$116,992.08       |
| 6) | One (1) Records Clerk                  | <u>\$25,870.00</u> |
|    | TOTAL:                                 | \$600,412.94       |

- b.     The following additional vehicle costs:

|    |  |                     |
|----|--|---------------------|
| 1) | Six (6) fully equipped patrol units @ \$45,874 | \$275,244.00        |
| 2) | One (1) unmarked detective vehicle             | \$46,788.00         |
| 3) | One (1) SIG vehicle                            | \$46,788.00         |
| 4) | One (1) Community Policing vehicle             | \$25,000.00         |
| 5) | One (1) School Resource vehicle                | \$25,000.00         |
| 6) | Four (4) Community Service Aides vehicles      | <u>\$100,000.00</u> |
|    | TOTAL:   | \$518,820.00        |



|   |                   |
|---|-------------------|
| c. The following additional costs:  |                   |
| 1) Fourteen (14) sets of portable radios, uniforms, bulletproof vests and firearms - est. \$6,000.00 each | \$84,000.00       |
| 2) Vehicle Maintenance - \$3,000 annual x 14 vehicles   | \$42,000.00       |
| 3) Radio Fees - for fourteen (14) radios x \$16.90 per radio per month x 12 months                        | <u>\$2,840.00</u> |
| TOTAL:  | \$128,840.00      |

**TOTAL ESTIMATED COSTS FOR FIRST YEAR      \$1,248,072.94**

2. Second Year Phase-In of Services: The CITY will be responsible to provide municipal-level law enforcement for Area 2 described as having: a northern border of Marion Street, a southern border of Michigan Avenue, a western border of Palmetto Avenue, and an eastern border of Ortiz Avenue (Exhibit "C2"). Based on the CITY's research and data, Area 2 has 411 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 2 with similar CITY core level of law enforcement services, CITY data workload projections law enforcement will require:

|   |                    |
|---|--------------------|
| a. The following additional personnel costs:          |                    |
| 1) Nine (9) police Officers (added 3 to Year II)      | \$395,994.09       |
| 2) Two (2) Investigators - (Det/SIG)                  | \$100,984.32       |
| 3) Two (2) School Resource Officers (added 1 Year II) | \$96,202.32        |
| 4) One (1) Community Policing Officer                 | \$51,753.58        |
| 5) Four (4) Community Service Aides                   | \$119,851.40       |
| 6) One (1) Records Clerk                              | <u>\$26,473.48</u> |
| TOTAL:  | \$791,259.19       |

|   |                    |
|---|--------------------|
| b. The following additional vehicle costs:          |                    |
| 1) Three (3) fully equipped patrol units @ \$45,874 | \$137,622.00       |
| 2) One (1) School Resource Vehicle                  | <u>\$25,000.00</u> |
| TOTAL:  | \$162,622.00       |

|   |                   |
|---|-------------------|
| c. The following additional costs:  |                   |
| 1) Eighteen (18) sets of portable radios, uniforms, bulletproof vests and firearms - est. \$6,000.00 each | \$108,000.00      |
| 2) Vehicle Maintenance - \$3,000 annual x 18 vehicles   | \$54,000.00       |
| 3) Radio Fees - for eighteen (18) radios x \$16.90 per radio per month x 12 months                        | <u>\$3,650.00</u> |
| TOTAL:  | \$165,650.00      |

**TOTAL ESTIMATED COSTS FOR SECOND YEAR \$1,119,531.19**

3. Third Year Phase-In of Services: The CITY will be responsible to provide for municipal-level law enforcement for Area 3 describing as having: a northern border of Canal Street, a southern border of Warehouse Road, a western border of Palm Avenue, and an eastern border of Arcadia Avenue (Exhibit "C3"). Based on the CITY's research and data, Area 3 has 116 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 3 with similar CITY core level of law enforcement services, CITY data workload projections law enforcement will require:

|  |                    |
|--|--------------------|
| a. The following additional personnel costs:           |                    |
| 1) Ten (10) Police Officers (added 1 to Year III)      | \$449,140.94       |
| 2) Two (2) Investigators (Det/SIG)                     | \$103,701.82       |
| 3) Two (2) School Resource Officers (added 1 Year III) | \$98,749.14        |
| 4) One (1) Community Policing Officer                  | \$53,149.73        |
| 5) Four (4) Community Service Aides                    | \$122,712.64       |
| 6) One (1) Records Clerk                               | <u>\$27,093.00</u> |
| TOTAL:   | \$854,547.27       |

|  |                    |
|--|--------------------|
| b. The following additional vehicle costs:       |                    |
| 1) One (1) fully equipped patrol unit @ \$45,874 | <u>\$45,874.00</u> |
| TOTAL:   | \$45,874.00        |

|  |                       |
|--|-----------------------|
| c. The following additional costs:   |                       |
| 1) Nineteen (19) sets of portable radios, uniforms, bulletproof vests and firearms - est. \$6,000 each | \$114,000.00          |
| 2) Vehicle Maintenance - \$3,000 annual x 19 vehicles  | \$57,000.00           |
| 3) Radio Fees - for nineteen (19) radios x \$16.90 per radio per month x 12 months                     | <u>\$3,853.00</u>     |
| TOTAL:   | \$174,853.00          |
| <b>TOTAL ESTIMATED COSTS FOR THIRD YEAR</b>  | <b>\$1,075,274.27</b> |

4. Total projected costs for law enforcement annexation: \$3,442,878.40

**B. FIRE**

The CITY shall be responsible for providing fire and rescue services to the annexed "Area" upon approval by the governing bodies of the CITY and COUNTY, and a subsequent favorable vote of the electorate of this Interlocal Agreement. Pursuant to Ch. 88-545, Laws of Florida, repealing subsection (4) of Section 2, Ch. 76-410, Laws of Florida, the CITY has the lawful authority to annex those portions of the Tice Fire District which are included in the annexed "Area".

The parties involved in the transition of fire services for the Dunbar and Belle Vue enclaves (City of Fort Myers and Tice Fire District), will follow the provisions of Florida law as set out at Section 171.093(4), F.S., for the transition of fire services from the Tice Fire District to the City of Fort Myers.

The County will share the statutory costs with the CITY for the CITY's and Tice Fire District's fire service transition, on a 50% - 50% basis for the four years as set out in Section 171.093(4), Florida Statutes.

**SECTION VI            CODE ENFORCEMENT**

I. The CITY shall be responsible for providing code enforcement services to the annexed "Areas" upon approval by the governing bodies of the CITY and COUNTY, and a subsequent favorable vote of the electorate of this Interlocal Agreement. Code Enforcement will mirror Law Enforcement's Phase-In of Services plan and associated geographic boundary Areas within this Interlocal Agreement.

**A. CODE ENFORCEMENT FOR ANNEXED "AREAS"**

1. Goals: The CITY's code enforcement goals for the annexed "Areas" are as follows:
  - a. To create safe, attractive residential and business neighborhoods.

- b. Assist the community in building pride, responsibility and involvement.
- c. Improve property values and the quality of life.

2. Methods to Achieve Goals

- a. Eliminate all unsafe structures
  - 1) Securing of typical buildings will be performed by the CITY's Rapid Response Team within seventy-two (72) hours of complaint.
  - 2) If uncontested, the CITY can demolish an unsafe structure ninety (90) days after identification and proper notice.
- b. Enforcement maintenance standards: code enforcement is dispatched within two (2) hours to respond to complaints.
- c. Manage overgrown properties with Rapid Response Team: Typical overgrown lots will have trash removed, tree limbs cut to six (6) foot, and overgrowth cut to four (4) inches by the CITY's Rapid Response Team. Response is scheduled upon return receipt of 10-Day Notice postcard.
- d. Aggressive tag and tow program. Vehicles are targeted to be removed within three (3) weeks.
- e. Coordinate clean-up programs.
- f. Rental Property licensing and enforcement.

3. Implementation Schedule

- a. Code Sweeps - Street by street, in phases. Assessment, public education and community outreach.

- b. Self-Initiated Enforcement of most serious violations by priority. Health and safety, crime-related, unsafe structure abatement, etc.. (Per Policy)
- c. Complaint Response - Most common violations: abandoned vehicles, trash and debris, wild growth, property maintenance, licenses and permits, etc..

**B. ANNUAL OPERATING RESOURCES**

1. Resources and Costs: In order to implement a smooth transition which will provide the annexed "Area" with similar CITY core level code enforcement services, the goals and implementation of those goals will require the following resources and costs:

a. Annual Personnel Costs:

|   |              |
|---|--------------|
| One (1) FACE Certified Code Violation Officer | \$ 35,000.00 |
| One (1) State Certified Building Inspector    | \$ 50,000.00 |
| One (1) Support Admin. Clerk                  | \$ 30,000.00 |
| Other Admin. Mgmt. Costs                      | \$ 10,000.00 |

**Total Annual Personnel Costs: \$ 125,000.00**

b. Other Annual Operating Costs:

|                                      |              |
|--------------------------------------|--------------|
| Unsafe Structure Abatement           | \$ _____     |
| Derelict Vehicle (Boat Tipping Fees) | \$ 10,000.00 |
| Vehicle / Equipment Maintenance      | \$ 10,000.00 |
| General Operating Costs Percentage   | \$ 20,000.00 |

**Total Other Annual Operating Costs: \$ \_\_\_\_\_**

c. Initial One Time Start-Up Costs:

|                                  |              |
|----------------------------------|--------------|
| Rapid Response Capital Equipment | \$ 70,000.00 |
| Officer / Inspector Vehicles (2) | \$ 40,000.00 |
| Computers (3)                    | \$ 10,000.00 |

**Total One Time Start-Up Costs: \$120,000.00**

2. Five Year Protection: (Including 08% Increase in Annual Costs / Year)

|             |               |
|-------------|---------------|
| First Year  | \$ 385,000.00 |
| Second Year | \$ 280,000.00 |
| Third Year  | \$ 300,000.00 |
| Fourth Year | \$ 320,000.00 |
| Fifth Year  | \$ 340,000.00 |

**TOTAL FIVE YEAR PROJECTION COSTS: \$\_\_\_\_\_**

NOTE: Budget Does Not Include Equipment / Vehicle Replacement Costs.

3. Lee County Contributions Needed for Unsafe Structure Abatement: \$\_\_\_\_\_ Per Year for Five (5) Years.

II. If the PARTIES cannot reach an accord with respect to the implementation of the transition as set out in Section VI, I., above, by the date of adoption of this Interlocal Agreement, then the CITY and the COUNTY will negotiate in good faith to establish the costs and rate of transition of Code Enforcement services to the annexed enclave areas prior to the expiration of the first one hundred twenty (120) days following the implementation date as set out in Section XXI, herein.

**SECTION VII      SIDEWALKS, STREET LIGHTING, HOUSING**

**A.      SIDEWALKS**

1. a. For maintenance purposes, the COUNTY will maintain the sidewalks in the enclave areas for the first and second year after annexation. The COUNTY'S current service level for the cost of sidewalk repair and maintenance for the Dunbar/Belle Vue area is estimated at a not-to-exceed amount of \$2,000.00.
- b. In the third, fourth and fifth year after annexation, new sidewalks will be constructed by the CITY. The CITY will be responsible for all new construction and all maintenance on existing and new sidewalks in the same manner as sidewalks are presently constructed City-wide.
2. The COUNTY does not provide new sidewalks on a retrofit basis except through the Bicycle/Pedestrian Advisory Committee.

**B.      STREET LIGHTS**

1. The installation of street lights will be phased in over a period of five (5) years. Phase-in will begin upon the date of annexation and conclude five (5) years following such date.

- a. The CITY will provide maintenance to all lighting systems within the area, at the current service level for the first two (2) fiscal years after annexation, with no additional street lights added.
- b. In the third, fourth and fifth fiscal year after annexation, the CITY will install 400-watt street lights spaced at a minimum of 400 feet apart.
  - 1) In the annexed area of Dunbar, the CITY will install a total of 190 additional street lights over the third, fourth and fifth year after the annexation.
  - 2) In the annexed area of Belle Vue, the CITY will install a total of 170 additional street lights over the third, fourth and fifth year after the annexation.
2. COUNTY does not provide area street lighting as a core service.

C. HOUSING

1. SHIP FUNDING - Upon annexation of the "Area", the Dunbar and Belle Vue enclaves will remain eligible to receive SHIP funding from Lee County for three years - FY 2003-04, FY 2004-05, and FY 2005-06. The COUNTY will give priority to the "Area" in determining SHIP fund allocation. Beginning FY 2006-07, the "Area" shall apply to the City of Fort Myers for SHIP funding.
2. COMMUNITY REDEVELOPMENT AGENCY (CRA)-The CITY may establish a Community Redevelopment Area (CRA) pursuant to Chapter 163, Part III, Florida Statutes, in the annexed "Area", after demolition by the CITY's Code Enforcement Department of any and all unsafe structures. The CRA will use tax increment finance revenues generated from the Community Redevelopment Area for continued improvement of the "Area", if taxable values increase to the extent that such revenues are generated. The COUNTY agrees to provide for the funding of the redevelopment trust fund for the above-referenced Community Redevelopment Area to the extent permitted by law, as provided in Chapter 163.387(1)(b), Florida Statutes.
3. HOME FUNDS-Contingent on the availability of HOME funds, Lee County will allocate 7.5% of future HOME funds for three (3) years, FY 2003-2004, FY 2004-2005 and FY 2005-2006, if the electorate approves the Interlocal Agreement.

- a. Provisional funding.
- 1) Lee County will distribute the funds directly to the CITY on an annual basis in January for the fiscal years stated above.
  - 2) The CITY agrees to, shall, and will, use the funds for eligible HOME Community Housing Development Organizations (CHDO) activities.
  - 3) The CITY shall provide the funds to an eligible CHDO.
  - 4) The CITY shall use any and all interest earned on HOME funds for eligible HOME CHDO activities.
  - 5) The CITY shall comply with all applicable HOME and OMB Circular regulations.
  - 6) The CITY agrees to and shall indemnify and hold the COUNTY harmless if HUD or an independent auditor determines that the HOME funds given to the CITY were not spent in compliance with the HOME and OMB Circular regulations.
  - 7) The CITY shall pay the COUNTY an amount equal to any funds asked to be repaid by HUD or an independent auditor.
  - 8) The CITY shall provide the COUNTY with any annual activities report and the portion of the CITY's annual independent audit that relates to the above HOME funds.
  - 9) The CITY shall conduct any short and/or long term monitoring responsibilities; and all eligible activities must comply with 24 CFR Part 92.201.a.2 which states:  
"The participating jurisdiction (Lee County) may only invest its HOME funds in eligible projects within its boundaries, or in joint projects within the boundaries of contiguous local jurisdictions which serve residents from both jurisdictions."



- 10) The CITY and COUNTY will enter into a HOME contract in order to receive these funds, pursuant to 24 CFR Part 504.

## **SECTION VIII      UTILITIES**

- A. Lee County Utilities (LCU) is a separate enterprise within Lee County government funded from utility revenues and does not subsidize the Lee County general fund. LCU currently provides water and wastewater utility service to areas within the City of Fort Myers, as well as in unincorporated Lee County. Annexation of the "Area", which is presently served by LCU, will not affect the water and wastewater utilities.
- B. At any time following annexation, CITY may acquire the COUNTY'S water and wastewater utilities at the then applicable costs.
- C. Transition Plan

LCU will continue to own, operate and maintain the water and sewer utility system within the "Area" during the transition. However, and if desired by the CITY as an option, the CITY may impose the statutorily authorized water/wastewater utility franchise fee of up to five percent (5%) of gross revenues within the CITY's "Area", which would be added to the CITY'S customer's utility bills by the County.

- D. Wastewater Utility Transition Options
  1. LCU will continue to own and operate the wastewater utility system within the annexed "Area". The level of service and rates provided by the COUNTY and CITY are similar.
  2. The CITY purchases the wastewater utility system assets and customer base located within the annexed "Area", as marked in Exhibit "E" from LCU (using the same methodology used in Precinct 51 purchase) for \$1,148,523.00, escalated by CPI index on an annual basis after the implementation of this Agreement. An additional \$40,000.00 would be incurred by the CITY to upgrade the system to their SCADA system, for a total cost of \$1,188,523.00 if the option is exercised in the first year of the Agreement. The CITY and COUNTY shall share the electricity costs of the Ballard Road Master Pump Station based on their number of connections served by the master pump station. The CITY shall perform all other operations and maintenance for the wastewater utility after the CITY'S purchase of the infrastructure.

## E. Water Utility Transition Options

1. LCU will continue to own and operate the potable water utility system within the annexed "Area". The level of service and rates provided by the COUNTY and CITY are similar.
2. The CITY purchases the potable water utility system assets and customers base located within the annexed "Area" from LCU (including mains, distribution system, appurtenances, and customer accounts). The CITY shall provide at their cost, the necessary construction to physically disconnect the potable water system in the annexed "Area" from LCU and connect to the CITY's water system. The CITY shall provide necessary easements to the COUNTY, and pay the COUNTY to construct a new LCU 16" water transmission main to replace the existing 16" transmission main transferred to the CITY as part of the purchase, in accordance with the attached conceptual drawing, Exhibit F, hereto. The cost to the CITY is estimated to be \$2,626,080.00 escalated by the CPI index on an annual basis after the implementation of this Agreement. The CITY's construction costs are estimated to be \$1,002,949.00 for a total cost to the CITY of \$3,629,029.00, if the option is exercised in the first year of the Agreement.
3. The CITY purchases the potable water utility distribution system and retail water customer base and provides retail utility services (including distribution piping, meters and customer service) within the annexed "Area". LCU will retain ownership of the 16" transmission main system in the annexed "Area". Potable water will then be supplied to the annexed "Area" by the COUNTY under a wholesale arrangement. The cost for the CITY to purchase the retail water utility customer base is \$626,080.00, escalated by the CPI index on an annual basis after the date of this Agreement. The CITY will pay a monthly wholesale potable water fee, to the COUNTY, based on the combined retail potable water usage, plus ten percent (10%) allocation for leakage, and the COUNTY's then existing wholesale potable water rate.

**SECTION IX**      **ROADS, PAVEMENT, CURBS**

A.      Roads to be Overlaid

1.      Upon annexation of the Area, the COUNTY will continue the Overlay Program within the enclaves of Dunbar and Belle Vue for a period of five (5) years.
  - a.      Ten (10) streets have been identified as requiring resurfacing during the five (5) years of this Interlocal Agreement. The COUNTY agrees to resurface ten streets, or the equivalent square yard area (60,598 yd.<sup>2</sup>) on any of the proposed annexed streets, as agreed to by the CITY and the COUNTY, over this five-year period. The COUNTY may choose to provide the equivalent cost for the resurfacing based on the most current asphalt prices from the COUNTY resurfacing contract.
  - b.      The CITY will be responsible for all other street maintenance, overlays, resurfacing, etc..
2.      The CITY will assume responsibility of the Overlay Program at the beginning of the sixth year after annexation.

B.      Street and Traffic Control Signs

1.      Upon annexation of the Area, the COUNTY will replace the COUNTY's street signs with CITY street signs. The CITY agrees to pay the COUNTY \$19,300.00 for changing and replacing the signs.
2.      Upon annexation of the Area, the CITY will maintain the traffic control signs in the Dunbar and Belle Vue enclaves at the CITY's expense.

**SECTION X**      **SOLID WASTE**

The CITY will phase in the collection of solid waste from the "Area". Two (2) years after annexation, beginning October 1, 2005, the CITY will be solely responsible for the collection of solid waste in the Area.

The COUNTY will continue to charge customers in the Area for Solid Waste services in the same manner as the unincorporated COUNTY through FY 2005 (9/30/2005).

**SECTION XI            PARKS AND RECREATION**

A.     Recreation Programming

Neither the CITY nor COUNTY operate direct recreation programming within the proposed annexation Area. The residents of this Area are served through programs offered at the Stars Complex and programs offered at other CITY or COUNTY facilities. Neither entity excludes on the basis of residency, so the population of these areas would continue to be served with no changes or additional costs. Additionally, residents would continue to have access to all other CITY and COUNTY facilities and programs.

**SECTION XII            DRAINAGE & ENVIRONMENTAL**

I.      Cleaning of Drainage Structures

A.      Cleaning:

The COUNTY will perform a COUNTY Core Level of Service (CCLOS) maintenance event / cleaning of all necessary Municipal Separate Storm Sewer System (MS4) components, canals and ditches within the first year after passage of the referendum. Those MS4 systems, canals and ditches are:

1.     Ditch from Ballard Road to New York Avenue  
       Co. No. (439, partial) CCLOS: Clean and Reshape
2.     Ditch @ Michigan Avenue to New York  
       Co. No. (438, partial) CCLOS: Clean and Reshape
3.     Zapato Canal, North from Ballard Road to Billy's Creek  
       Co. No. 474, CCLOS: NCM \*
4.     10 Mile Canal, North from N. Colonial to Hanson Street  
       Co. No. 1730, CCLOS: Spray and Mow
5.     Ditch East of Kutak Lane N. to Hanson Street  
       Co. No. 929, CCLOS: NCM
6.     Ditch @ Cargo Street, S. to North Colonial W/w  
       Co. No. 937, CCLOS: Clean and Reshape
7.     Ditch East of Work Drive, S. from Hanson to N. Colonial W/w  
       Co. No. 936, CCLOS: Clean and Reshape
8.     Thomas Avenue Ditch, East from Ford Street to Henderson  
       Co. No. 533, CCLOS: Clean and Reshape
9.     Ditch between Cargo Street & Work Drive, runs East & West  
       Co. No. 932, CCLOS: Clean and Reshape
10.    2 Ditches, running East & West across Work Drive  
       Co. Nos. 934, 935, CCLOS: Clean and Reshape
11.    Hanson Ditch, Runs East then North to Hanson Avenue  
       Co. No. 926, CCLOS: Clean and Reshape
12.    Lucille Swale, between Louise & Michigan Avenue

- Co. No. 472, CCLOS: Mow
- 13. Palmetto Canal, from MLK Blvd. South to Edison Avenue  
Co. No. 532, CCLOS: Clean and Reshape
- 14. Ditch from Habitat for Humanity to Canal Street  
Co. No. 1788, CCLOS: NCM
- 15. Palmetto Ditch, North from Canal St. to South St.  
Co. No. 511, CCLOS: Clean and Reshape

\* = Home Owner Association Maintained  
 NCM = Not County Maintained

- B. The COUNTY will transfer to the CITY, all of the ownership rights, title and interest that the County holds in the above canal systems within the first year following the implementation of this Interlocal Agreement. The COUNTY agrees to conduct ownership and encumbrance (O&E) searches and reports for the subject properties prior to the issuance of County deeds or easements for the properties, and will provide copies of said reports to the CITY along with the deeds or easements, as appropriate. For those parts or portions of the canal system(s) where the COUNTY holds no legal ownership, the PARTIES will act in concert to determine such ownership, and the COUNTY will assist the CITY in obtaining any easements the CITY determines necessary for the integrated maintenance of its drainage system. If there are any costs associated with the CITY'S obtaining any such necessary easements other than CITY and/or COUNTY staff time, the PARTIES will meet upon that occasion for the purpose of determining any sharing of those costs.
- C. The CITY will be responsible for all other drainage structures' maintenance and cleaning.

**SECTION XIII ENVIRONMENTAL ISSUES**

- 1. The COUNTY will provide a map and written text description of the annexed Area as required by Florida Administrative Code (FAC) Chapter 62-624.700; Transfer of Operational Authority. Coordination for this transfer of authority shall occur on the Second Thursday of each month for twelve (12) months after execution of this Agreement, or until completed.
- 2. The COUNTY will provide the CITY with any incidental MS4 information associated with the Area, including; but not limited to, prior drainage studies, retrofit projects, maps or other hydrologic data obtained by any means, as well as the information required by FAC 62-624.600 2.(d) 1.a,c,d,e,g,h,l,m,o, and p.; and 62-600-2.(d), 2.(h) 2.a, as may be required by permit.

3. The COUNTY will provide the CITY with all data collected by the COUNTY regarding the Area as required by the Environmental Protection Agency's (EPA) and Department of Environmental Protection (DEP) Permit No. FLS 000035, both electronically and hard copies, including, but not limited to: Maps of the Municipal Separate Storm Sewer System (MS4), Major Outfall locations and inspections, Minor Outfall locations and inspections, receiving water bodies and their classifications, dry weather field screening records, high risk industrial facility inspections, illicit connection information and a listing of structural controls by type.
4. The transfer of all other Federal, State, or Local permits, including, but not limited to, permits issued by the Corps of Engineers, South Florida Water Management District and/or the DEP will occur during the first year of the implementation of this Agreement. Coordination meetings for any such transfers shall occur on the Second Thursday of each quarter at a time mutually agreeable to both PARTIES. Such permits to be transferred are those as listed below:

The COUNTY holds no other permits, except those as described in C.1, 2, and 3 above.

#### **SECTION XIV      LAND USE AND PERMITTING**

##### **A. Local Government Comprehensive Plan**

1. Upon annexation of the Area, the CITY will initiate all appropriate amendments to its adopted local government comprehensive plan to assign land use designations to the properties annexed.
2. Until such time as the CITY local government comprehensive plan amendment(s) are adopted and become effective, the land use designations and the associated goals, objectives and policies as contained in the adopted Lee County Comprehensive Plan shall remain in full force and effect and apply to all properties located in the Area.

##### **B. Development Review and Permitting**

1. Until such time as the CITY local government comprehensive plan amendment(s) are adopted and become effective, the COUNTY will continue to accept, review and make determinations on all permits for development proposed in the Area.
2. In reviewing and making determinations for all permit applications, the COUNTY will apply the land use designations and goals, objectives and policies as included in the adopted Lee County Comprehensive Plan.

3. Immediately upon the effective date of the amendments to the CITY comprehensive plan, all acceptance, review and determinations for permit applications within the Area will become the responsibility of the CITY.

**SECTION XV      FUNDS RESTRICTION**

The CITY agrees that any and all funds received from the COUNTY under this Interlocal Agreement will not be used for any other purpose or CITY business other than for those stated in the Interlocal Agreement.

**SECTION XVI      AMENDMENTS**

Upon filing of the Interlocal Agreement with the Clerk of the CITY and the Clerk of the Courts for the COUNTY, neither the CITY nor COUNTY shall make any amendments, revisions or changes to the terms and conditions of this Agreement prior to the public hearing for consideration of adoption.

**SECTION XVII      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 the CITY, at the Office of the Mayor.

**SECTION XVIII      CONSTRUCTION**

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

**SECTION XIX      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 by Florida Statutes.

**SECTION XX      SEVERABILITY**

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless remain in full force and effect.

**SECTION XXI      EFFECTIVE DATE**

This Agreement shall become effective on October 1, 2003, following approval by the governing bodies of both the CITY and COUNTY, and a subsequent favorable vote of the electorate as provided for in § 171.0413, F.S.

**SECTION XXII      TERMINATION DATE**

The Agreement shall terminate upon the completion of all obligations of both CITY and COUNTY herein, or five (5) years following the effective date, whichever first occurs.

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

ATTEST:

CITY OF FORT MYERS

By: \_\_\_\_\_  
City Clerk

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

APPROVED AS TO FORM BY:

By: \_\_\_\_\_  
City Attorney



CHAPTER 2002-381

House Bill No. 1183

An act relating to Lee County and the City of Fort Myers; amending section 4, chapter 98-488, Laws of Florida, as amended; providing for the addition of a special election that may be conducted by the city for the interlocal agreement approval referendum; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 4 of chapter 98-488, Laws of Florida, as amended by chapter 2000-413, Laws of Florida, is amended to read:

Section 4. (1) Subsequent to the adoption of the interlocal agreement between the city and the county, and prior to the implementation of the proposed annexation by the city of the described "Dunbar" and "Belle Vue" enclaves, a referendum shall be held by the city within the proposed, described enclave areas to be annexed, or at the election of the city, in the city of Fort Myers and within the proposed, described enclave areas to be annexed, for the ratification and approval of the interlocal agreement by the registered electorates therein pursuant to the provisions of s. 171.0413, Florida Statutes, as amended.

(2) The interlocal agreement shall be presented to the registered voters residing within the proposed annexed areas as further described in section 2 of this act. The city may also elect to submit the interlocal agreement to a separate vote of the registered voters residing within the city at the same time the referendum is held in the proposed enclave areas. The procedures for conducting the referendum shall be pursuant to the requirements as set out at s. 171.0413(2), Florida Statutes. Upon a majority vote, of the combined registered electors residing in both the "Dunbar" and "Belle Vue" areas, or if the city elects to submit the interlocal agreement to a separate vote of the registered voters residing within the city, upon a majority vote of the electors of the City of Fort Myers and a majority vote by the combined electors residing in both "Dunbar" and "Belle Vue" areas, the interlocal agreement shall be deemed to be ratified and approved, and shall become effective as provided for in the interlocal agreement, but otherwise for not more than 1 year following the referendum. The referendum for ratification and approval of the interlocal agreement for annexation may be conducted by the city at any regular or special election following the adoption of the interlocal agreement by the city and the county.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor April 24, 2002.

Filed in Office Secretary of State April 24, 2002.

## CHAPTER 2000-413

## House Bill No. 1197

An act relating to Lee County and the City of Fort Myers; amending Section 4.(2) of Chapter 2000-43, section 4, chapter 98-488, Laws of Florida; providing for an annexation referendum in certain enclaves only; allowing city the option to hold a referendum in the City of Fort Myers; providing for separate vote on an interlocal agreement by electors in the city and electors in certain enclaves areas proposed to be annexed the addition of a Special Election that may be conducted by the City for the Interlocal Agreement approval referendum; providing for an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 4 of chapter 98-488, Laws of Florida, is amended to read:

Section 4. (1) Subsequent to the adoption of the interlocal agreement between the city and the county, and prior to the implementation of the proposed annexation by the city of the described "Dunbar" and "Belle Vue" enclaves, a referendum shall be held by the city in the City of Fort Myers and within the proposed, described enclave areas to be annexed, or at the election of the city, in the city of Fort Myers and within the proposed, described enclave areas to be annexed, for the ratification and approval of the interlocal agreement by the registered electorates therein pursuant to the provisions of s. 171.0413, Florida Statutes, as amended.

(2) The interlocal agreement shall be presented ~~separately to the registered voters residing within the city and the registered voters residing within the proposed annexed areas as further described in section 2 of this act.~~ The city may also elect to submit the interlocal agreement to a separate vote of the registered voters residing within the city at the same time the referendum is held in the proposed enclave areas. The procedures for conducting the referendum shall be pursuant to the requirements as set out at s. 171.0413(2), Florida Statutes. Upon a majority vote, of the ~~registered electors of the City of Fort Myers and a majority of the votes cast by the combined registered electors residing in both the "Dunbar" and Belle Vue" areas, or if the city elects to submit the interlocal agreement to a separate vote of the registered voters residing within the city, upon a majority vote of the electors of the City of Fort Myers and a majority vote by the combined electors residing in both "Dunbar" and "Belle Vue" areas,~~ the interlocal agreement shall be deemed to be ratified and approved, and shall become effective as provided for in the interlocal agreement, but otherwise for not more than 1 year following the referendum. The referendum for ratification and approval of the interlocal agreement for annexation may be conducted by the city at any regular or special election following the adoption of the interlocal agreement by the city and the county.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor May 25, 2000

Filed in Office Secretary of State May 25, 2000.

## CHAPTER 2000-413

## House Bill No. 1197

An act relating to Lee County and the City of Fort Myers; amending Section 4.(2) of Chapter 2000-43, section 4, chapter 98-488, Laws of Florida; providing for an annexation referendum in certain enclaves only; allowing city the option to hold a referendum in the City of Fort Myers; providing for separate vote on an interlocal agreement by electors in the city and electors in certain enclave areas proposed to be annexed the addition of a Special Election that may be conducted by the City for the Interlocal Agreement approval referendum; providing for an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 4 of chapter 98-488, Laws of Florida, is amended to read:

Section 4. (1) Subsequent to the adoption of the interlocal agreement between the city and the county, and prior to the implementation of the proposed annexation by the city of the described "Dunbar" and "Belle Vue" enclaves, a referendum shall be held by the city ~~in the City of Fort Myers and~~ within the proposed, described enclave areas to be annexed, or at the election of the city, in the city of Fort Myers and within the proposed, described enclave areas to be annexed, for the ratification and approval of the interlocal agreement by the registered electorates therein pursuant to the provisions of s. 171.0413, Florida Statutes, as amended.

(2) The interlocal agreement shall be presented ~~separately~~ to the registered voters residing ~~within the city and~~ the registered voters residing within the proposed annexed areas as further described in section 2 of this act. The city may also elect to submit the interlocal agreement to a separate vote of the registered voters residing within the city at the same time the referendum is held in the proposed enclave areas. The procedures for conducting the referendum shall be pursuant to the requirements as set out at s. 171.0413(2), Florida Statutes. Upon a majority vote, of the ~~registered electors of the City of Fort Myers and a majority of the votes cast by the combined registered electors residing in both the "Dunbar" and Belle Vue" areas, or if the city elects to submit the interlocal agreement to a separate vote of the registered voters residing within the city, upon a majority vote of the electors of the City of Fort Myers and a majority vote by the combined electors residing in both "Dunbar" and "Belle Vue" areas,~~ the interlocal agreement shall be deemed to be ratified and approved, and shall become effective as provided for in the interlocal agreement, but otherwise for not more than 1 year following the referendum. The referendum for ratification and approval of the interlocal agreement for annexation may be conducted by the city at any regular or special election following the adoption of the interlocal agreement by the city and the county.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor May 25, 2000

Filed in Office Secretary of State May 25, 2000.

ENROL:

1999 Legislature

CS/CS/HB 17, Third Engrossed

ENROLLED

1999 Legislature

CS/CS/HB 17, Third Engrossed

1        7. The names and addresses of three officers or  
2 persons submitting the proposal.

3        8. Evidence of fiscal capacity and an organizational  
4 plan as it relates to the area seeking incorporation that, at  
5 a minimum, includes:

6            a. Existing tax bases, including ad valorem taxable  
7 value, utility taxes, sales and use taxes, franchise taxes,  
8 license and permit fees, charges for services, fines and  
9 forfeitures, and other revenue sources, as appropriate.

10           b. A 5-year operational plan that, at a minimum,  
11 includes proposed staffing, building acquisition and  
12 construction, debt issuance, and budgets.

13        9. Data and analysis to support the conclusions that  
14 incorporation is necessary and financially feasible, including  
15 population projections and population density calculations,  
16 and an explanation concerning methodologies used for such  
17 analysis.

18        10. Evaluation of the alternatives available to the  
19 area to address its policy concerns.

20        11. Evidence that the proposed municipality meets  
21 the requirements for incorporation pursuant to s. 165.061.

22        (c) In counties that have adopted a municipal overlay  
23 for municipal incorporation pursuant to s. 163.3217, such  
24 information shall be submitted to the Legislature in  
25 conjunction with any proposed municipal incorporation in the  
26 county. This information should be used to evaluate the  
27 feasibility of a proposed municipal incorporation in the  
28 geographic area.

29        Section 12. Section 171.0413, Florida Statutes, is  
30 amended to read:  
31

1        171.0413 Annexation procedures.--Any municipality may  
2 annex contiguous, compact, unincorporated territory in the  
3 following manner:

4        (1) An ordinance proposing to annex an area of  
5 contiguous, compact, unincorporated territory shall be adopted  
6 by the governing body of the annexing municipality pursuant to  
7 the procedure for the adoption of a nonemergency ordinance  
8 established by s. 166.041. Prior to the adoption of the  
9 ordinance of annexation, the local governing body shall hold  
10 at least two advertised public hearings. The first public  
11 hearing shall be on a weekday at least 7 days after the day  
12 that the first advertisement is published. The second public  
13 hearing shall be held on a weekday at least 5 days after the  
14 day that the second advertisement is published. Each such  
15 ordinance shall propose only one reasonably compact area to be  
16 annexed. However, prior to the ordinance of annexation  
17 becoming effective, a referendum on annexation shall be held  
18 as set out below, and, if approved by the referendum, the  
19 ordinance shall become effective 10 days after the referendum  
20 or as otherwise provided in the ordinance, but not more than 1  
21 year following the date of the referendum.

22        (2) Following the final adoption of the ordinance of  
23 annexation by the governing body of the annexing municipality,  
24 the ordinance shall be submitted to a vote of the registered  
25 electors of the area proposed to be annexed. The governing  
26 body of the annexing municipality may also choose to submit  
27 the ordinance of annexation to a separate vote of the  
28 registered electors of the annexing municipality. ~~If the~~  
29 ~~proposed ordinance would cause the total area annexed by a~~  
30 ~~municipality pursuant to this section during any one calendar~~  
31 ~~year period cumulatively to exceed more than 5 percent of the~~

1 best-land-area-of-the-municipality-or-cumulative-to-exceed  
 2 more-than-5-percent-of-the-municipal-population-the-ordnanance  
 3 shall-be-submitted-to-a-separate-vote-of-the-registered  
 4 electors-of-the-annexing-municipality-and-of-the-area-proposed  
 5 to-be-annexed-The referendum on annexation shall be called  
 6 and conducted and the expense thereof paid by the governing  
 7 body of the annexing municipality.  
 8 (a) The referendum on annexation shall be held at the  
 9 next regularly scheduled election following the final adoption  
 10 of the ordinance of annexation by the governing body of the  
 11 annexing municipality or at a special election called for the  
 12 purpose of holding the referendum. However, the referendum,  
 13 whether held at a regularly scheduled election or at a special  
 14 election, shall not be held sooner than 30 days following the  
 15 final adoption of the ordinance by the governing body of the  
 16 annexing municipality.  
 17 (b) The governing body of the annexing municipality  
 18 shall publish notice of the referendum on annexation at least  
 19 once each week for 2 consecutive weeks immediately preceding  
 20 the date of the referendum in a newspaper of general  
 21 circulation in the area in which the referendum is to be held.  
 22 The notice shall give the ordinance number, the time and  
 23 places for the referendum, and a brief, general description of  
 24 the area proposed to be annexed. The description shall  
 25 include a map clearly showing the area and a statement that  
 26 the complete legal description by metes and bounds and the  
 27 ordinance can be obtained from the office of the city clerk.  
 28 (c) On the day of the referendum on annexation there  
 29 shall be prominently displayed at each polling place a copy of  
 30 the ordinance of annexation and a description of the property  
 31

1 proposed to be annexed. The description shall be by metes and  
 2 bounds and shall include a map clearly showing such area.  
 3 (d) Ballots or mechanical voting devices used in the  
 4 referendum on annexation shall offer the choice "For  
 5 annexation of property described in ordinance number ... of  
 6 the city of ..." and "Against annexation of property  
 7 described in ordinance number ... of the City of ..." in  
 8 that order.  
 9 (e) If the referendum is held only in the area  
 10 proposed to be annexed and receives a majority vote, or if the  
 11 ordinance is submitted to a separate vote of the registered  
 12 electors of the annexing municipality and the area proposed to  
 13 be annexed and there is a separate majority vote for  
 14 annexation in the annexing municipality and in the area  
 15 proposed to be annexed, the ordinance of annexation shall  
 16 become effective on the effective date specified therein. If  
 17 there is any majority vote against annexation, the ordinance  
 18 shall not become effective, and the area proposed to be  
 19 annexed shall not be the subject of an annexation ordinance by  
 20 the annexing municipality for a period of 2 years from the  
 21 date of the referendum on annexation.  
 22 (3) Any parcel of land which is owned by one  
 23 individual, corporation, or legal entity, or owned  
 24 collectively by one or more individuals, corporations, or  
 25 legal entities, proposed to be annexed under the provisions of  
 26 this act shall not be severed, separated, divided, or  
 27 partitioned by the provisions of said ordinance, but shall, if  
 28 intended to be annexed, or if annexed, under the provisions of  
 29 this act, be annexed in its entirety and as a whole. However,  
 30 nothing herein contained shall be construed as affecting the  
 31 validity or enforceability of any ordinance declaring an

1 intention to annex land under the existing law that has been  
2 enacted by a municipality prior to July 1, 1975. The owner of  
3 such property may waive the requirements of this subsection if  
4 such owner does not desire all of the tract or parcel included  
5 in said annexation.

6 (4) Except as otherwise provided in this law, the  
7 annexation procedure as set forth in this section shall  
8 constitute a uniform method for the adoption of an ordinance  
9 of annexation by the governing body of any municipality in  
10 this state, and all existing provisions of special laws which  
11 establish municipal annexation procedures are repealed hereby;  
12 except that any provision or provisions of special law or laws  
13 which prohibit annexation of territory that is separated from  
14 the annexing municipality by a body of water or watercourse  
15 shall not be repealed.

16 (5) If more than 70 percent of the land in an area  
17 proposed to be annexed is owned by individuals, corporations,  
18 or legal entities which are not registered electors of such  
19 area, such area shall not be annexed unless the owners of more  
20 than 50 percent of the land in such area consent to such  
21 annexation. Such consent shall be obtained by the parties  
22 proposing the annexation prior to the referendum to be held on  
23 the annexation.

24 (6) Notwithstanding subsections (1) and (2), if the  
25 area proposed to be annexed does not have any registered  
26 electors on the date the ordinance is finally adopted, a vote  
27 of electors of the area proposed to be annexed is not  
28 required. In addition to the requirements of subsection (5),  
29 the area may not be annexed unless the owners of more than 50  
30 percent of the parcels of land in the area proposed to be  
31 annexed consent to the annexation. If the governing body does

1 ~~not choose to hold~~ a referendum of the annexing municipality  
2 ~~is not required as well~~ pursuant to subsection (2), then the  
3 property owner consents required pursuant to subsection (5)  
4 shall be obtained by the parties proposing the annexation  
5 prior to the final adoption of the ordinance, and the  
6 annexation ordinance shall be effective upon becoming a law or  
7 as otherwise provided in the ordinance.

8 Section 13. Efficiency and accountability in local  
9 government services.--

10 (1) The intent of this section is to provide and  
11 encourage a process that will:

12 (a) Allow municipalities and counties to resolve  
13 conflicts among local jurisdictions regarding the delivery and  
14 financing of local services.

15 (b) Increase local government efficiency and  
16 accountability.

17 (c) Provide greater flexibility in the use of local  
18 revenue sources for local governments involved in the process.

19 (2) Any county or combination of counties, and the  
20 municipalities therein, may use the procedures provided by  
21 this section to develop and adopt a plan to improve the  
22 efficiency, accountability, and coordination of the delivery  
23 of local government services. The development of such a plan  
24 may be initiated by a resolution adopted by a majority vote of  
25 the governing body of each of the counties involved, by  
26 resolutions adopted by a majority vote of the governing bodies  
27 of a majority of the municipalities within each county, or by  
28 resolutions adopted by a majority vote of the governing bodies  
29 of the municipality or combination of municipalities  
30 representing a majority of the municipal population of each  
31 county. The resolution shall create a commission which will be

1 responsible for developing the plan. The resolution shall  
 2 specify the composition of the commission, which shall include  
 3 representatives of county and municipal governments, of any  
 4 affected special districts, and of any other relevant local  
 5 government entities or agencies. The resolution must include  
 6 a proposed timetable for development of the plan and must  
 7 specify the local government support and personnel services  
 8 that will be made available to the representatives developing  
 9 the plan.

10 (3) Upon adoption of a resolution or resolutions as  
 11 provided in subsection (2), the designated representatives  
 12 shall develop a plan for delivery of local government  
 13 services. The plan must:

14 (a) Designate the areawide and local government  
 15 services that are the subject of the plan.

16 (b) Describe the existing organization of such  
 17 services and the means of financing the services, and create a  
 18 reorganization of such services and the financing thereof that  
 19 will meet the goals of this section.

20 (c) Designate the local agency that should be  
 21 responsible for the delivery of each service.

22 (d) Designate those services that should be delivered  
 23 regionally or countywide. No provision of the plan shall  
 24 operate to restrict the power of a municipality to finance and  
 25 deliver services in addition to, or at a higher level than,  
 26 the services designated for regional or countywide delivery  
 27 under this paragraph.

28 (e) Provide means to reduce the cost of providing  
 29 local services and enhance the accountability of service  
 30 providers.

31

1 (f) Include a multiyear capital outlay plan for  
 2 infrastructure.  
 3 (g) Specifically describe any expansion of municipal  
 4 boundaries that would further the goals of this section. Any  
 5 area proposed to be annexed must meet the standards for  
 6 annexation provided in chapter 171, Florida Statutes. The plan  
 7 shall not contain any provision for contraction of municipal  
 8 boundaries or elimination of any municipality.

9 (h) Provide specific procedures for modification or  
 10 termination of the plan.

11 (i) Specify any special act modifications which must  
 12 be made to effectuate the plan.

13 (j) Specify the effective date of the plan.

14 (4)(a) A plan developed pursuant to this section must  
 15 conform to all comprehensive plans that have been found to be  
 16 in compliance under part II of chapter 163, Florida Statutes,  
 17 for the local governments participating in the plan.

18 (b) No provision of a plan developed pursuant to this  
 19 section shall restrict the authority of any state or regional  
 20 governmental agency to perform any duty required to be  
 21 performed by that agency by law.

22 (5)(a) A plan developed pursuant to this section must  
 23 be approved by a majority vote of the governing body of each  
 24 county involved in the plan, and by a majority vote of the  
 25 governing bodies of a majority of municipalities in each  
 26 county, and by a majority vote of the governing bodies of the  
 27 municipality or municipalities that represent a majority of  
 28 the municipal population of each county.

29 (b) After approval by the county and municipal  
 30 governing bodies as required by paragraph (a), the plan shall  
 31 be submitted for referendum approval in a countywide election

20.  
FYI

98-488

ENROLLED

1998 Legislature

HB 3859, First Engrossed

1  
2 An act relating to Lee County and the City of  
3 Fort Myers; providing for the annexation of the  
4 enclaves known as "Dunbar" and "Belle Vue" by  
5 interlocal agreement between the city and  
6 county, subject to approval by referendum;  
7 providing for procedures for adoption of the  
8 agreement and for a referendum; providing for  
9 authority for assumption of municipal service  
10 duties and transfer of infrastructure;  
11 providing an effective date.

12  
13 Be It Enacted by the Legislature of the State of Florida:

14  
15 Section 1. The City of Fort Myers and Lee County are  
16 authorized to enter into an interlocal agreement subject to  
17 referendum approval for the orderly municipal annexation of  
18 the following further described areas located within a 1-mile  
19 radius of the City of Fort Myers city limits:

20 (1) The unincorporated enclave commonly known as  
21 "Dunbar"; and

22 (2) The unincorporated enclave considered to be  
23 another portion of the Dunbar enclave, but commonly known as  
24 "Belle Vue."

25 Section 2. The areas proposed to be annexed are  
26 described as follows:

27 (1) The "Dunbar" enclave includes the following  
28 described lands located south of S.R. 82:

29  
30 Tracts or parcels of land lying in Sections 17,  
31 19, 20, 29 and 30, Township 44 South, Range 25

**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.



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East, Lee County, Florida which tracts or  
parcels are described as follows:

SECTION 17

All of George D. Williams Subdivision as  
recorded in Plat Book 4 at Page 1 of the Lee  
County Records

LESS AND EXCEPT:

Lots 19, 24, 25 and 26

AND

Lot 29 and the West 115 feet of Lot 30 of  
Sunnyside Farms Subdivision as recorded in Plat  
Book 3 at Page 72 of the Lee County Records

AND

Lot 32 and the South 74 feet of Lot 17 of  
Sunnyside Farms Subdivision as recorded in Plat  
Book 3 at Page 72 of the Lee County Records

SECTION 19

Beginning at the intersection of the East  
right-of-way (ROW) line of Ford Street and the  
South ROW line of Dr. Martin Luther King Jr.  
Boulevard (State Road No. 82) run East along  
the South line of said road to the Westerly  
line of Henderson Avenue; thence run South  
along said West line to the Westerly  
prolongation of the South line of Lots 1  
through 10, Block D of Carver Park; thence run  
East along said South line to the Southeast  
corner of Lot 4, Block E said Carver Park as  
recorded in Plat Book 8 at Page 88 of the Lee

1 County Records; thence run North along the East  
2 line of said Lot 4 to the South line of said  
3 Martin Luther King Jr. Boulevard; thence run  
4 East along said South line to the Northeast  
5 corner of Lot 2, Block 1 Kaune's Subdivision as  
6 recorded in Plat Book 1 at Page 60 of said  
7 public records; thence run South along the East  
8 line of said Lot 2 and East line of said Lot  
9 25, said Kaune's Subdivision; thence run East  
10 along the North line of Conn Avenue to the  
11 Southeast corner of Lot 18, Block 1, said  
12 Kaune's Subdivision; thence run North to an  
13 intersection with the South line of said  
14 Boulevard; thence run East along said South  
15 line to the East line of Section 19; thence run  
16 South along said East line to the South line of  
17 Edison Avenue; thence run West along said South  
18 line to the East line of Highlands Avenue;  
19 thence run South along said East line to the  
20 North line of Franklin Street; thence run East  
21 along the North line of Franklin Street to an  
22 intersection with the East line of Section 19;  
23 thence run South along said East line to the  
24 South line of Canal Street; thence run West  
25 along said South line of Canal Street to the  
26 East line of Ford Street; thence run North  
27 along said East line to the South line of  
28 Franklin Street; thence run East along said  
29 South line to the West line of Henderson  
30 Avenue; thence run North along said West line  
31 to the South line of Edison Avenue; thence run

1 West along said South line to the East line of  
2 Ford Street; thence run North along said East  
3 line to the Point of Beginning.

4  
5 SECTION 20

6 Beginning at the intersection of the South line  
7 of Dr. Martin Luther King Jr. Boulevard and the  
8 West line of Section 20, Township 44 South,  
9 Range 25 East run South to an intersection with  
10 the North line of Harlem Lakes Subdivision as  
11 recorded in Plat Book 13 at Page 136 of the Lee  
12 County Records; thence run East along the North  
13 line of Lot 12, Block 1, said Harlem Lakes  
14 Subdivision to the Northeasterly corner of said  
15 Lot 12; thence run Southeasterly along the  
16 Northeasterly line of said Lot 12 to the North  
17 line of Fairview Avenue; thence run East along  
18 the North line of said Fairview Avenue to the  
19 Southeast corner of Lot 5, said Block 1; thence  
20 run North along the East line of Lot 5 and  
21 Northerly prolongation thereof to an  
22 intersection with the South line of Martin  
23 Luther King Jr. Boulevard; thence run Easterly  
24 along said South line to the Northeast corner  
25 of lands described in Official Record Book 2209  
26 at Page 4434, said public records, 280 feet  
27 Easterly of the East line of Flint Drive;  
28 thence run South along the East line of said  
29 lands and the Southerly prolongation thereof to  
30 the Southeast corner of lands described in  
31 Official Record Book 2352 at Page 4744, said

1 public records; thence run West along the South  
2 line of said lands to the East line of Flint  
3 Drive; thence run South along said East line  
4 for 100 feet; thence run East for 280 feet;  
5 thence run South for 162 feet; thence run West  
6 for 280 feet to the East line of Flint Drive;  
7 thence run South along said East line for 100  
8 feet; thence run East for 280 feet; thence run  
9 South 350 feet to the Southeast corner of lands  
10 described in Official Record Book 1150 at Page  
11 66, said public records; thence run West for  
12 280 feet to the East line of said Flint Drive;  
13 thence run South along said East line to the  
14 North line of Edison Avenue; thence run West  
15 along said North line to an intersection with  
16 the West line of said Section 20; thence run  
17 North along said West line to the Point of  
18 Beginning.

19  
20 SECTION 29

21 Lots I through 8, Block 1, Southside Gardens as  
22 recorded in Plat Book 3 at Page 18, Lee County,  
23 Records

24 AND

25 Lot 1 and the West 220 feet of Lot 2, Block 2  
26 and the South 183 feet of the 196 feet of Lot 8  
27 all in Block 2,

28 AND

29 Lots 2, 3, 4, 5 and 8, Block 3; Lots 2, 3, 6, 7  
30 and 8, Block 4; Lots 3 and 6, Block 5; Lots 2  
31 through 8, Block 6; the West half (W-1/2) of

1 Lot 1, Block 8, Lots 2 through 8, Block 10;  
2 Lots 5 and 6, Block 11 and Lots 2 and 3, Block  
3 12;  
4 AND  
5 All of Resubdivision of Lot 5, Block E,  
6 Southside Gardens as recorded in Plat Book 6 at  
7 Page 8, said public records;

8  
9 SECTION 30

10 Beginning at the Northeast corner of Section 30  
11 run South along said East line to the Southeast  
12 corner of said Section 30; thence run West  
13 along the South line of said Section to the  
14 intersection with the East line of the Seminole  
15 Gulf Railroad; thence run North along said East  
16 line to an intersection with the North line of  
17 Tara Lee Street; thence run Easterly along said  
18 North line to the Southwest corner of lands  
19 described in Official Record Book 2123 at Page  
20 2935, Lee County Records; thence run North  
21 along the West line of said lands to the  
22 Northwest corner of said lands; thence run  
23 Easterly along the North line of said lands and  
24 the Easterly prolongation thereof to the East  
25 line of Metro Parkway; thence run South along  
26 said East line to the Southwest corner of Lot  
27 27, East Stadler Farms as recorded in Plat Book  
28 5 at Page 6 of the Lee County Records; thence  
29 run East along the South line of Lot 27 to the  
30 Southeast corner of the West half (W-1/2) of  
31 Lot 28, said East Stadler Farms; thence run

1 North along said Seat line to an intersection  
2 with the South line of Lot 21, said East  
3 Stadler Farms; thence run West along said South  
4 line and the Westerly prolongation thereof to  
5 the East line of the Seminole Gulf Railway;  
6 thence run North along said East line to the  
7 South line of Hanson Street; thence run East  
8 along said South line to the West line of Work  
9 Drive; thence run North along said West line to  
10 the South line of the North half (N-1/2) of  
11 Lots 13 and 14, East Stadler Farms; thence run  
12 West along said South line to the East line of  
13 Ford Street; thence run North along said East  
14 line to the South line of Lot 4, said East  
15 Stadler Farms; thence run East along said South  
16 line of Lots 3 and 4, said East Stadler Farms  
17 to the West line of Work Drive; thence run  
18 North along said West line to an intersection  
19 with the Westerly prolongation of the South  
20 line of lands described in Official Record Book  
21 2359 at Page 2587, said public records; thence  
22 run East along the South line of said lands to  
23 an intersection with the West line of Highland  
24 Circle; thence run North, East and Northerly  
25 along the West line of Highland Circle to the  
26 Northeast corner of lands described in Official  
27 Record Book 2359 at Page 2587, said public  
28 records; thence run West along the South line  
29 of said lands for 120 feet; thence run North  
30 for 100 feet; thence run West to the East line  
31 of Work Drive; thence run North along said East

1 line to an intersection with the North line of  
2 said Section 30; thence run East along said  
3 North line to the Point of Beginning.  
4 (2) The "Belle Vue" enclave includes the following  
5 described lands located north of S.R. 82:

6  
7 Tracts or parcels of lands lying in Sections 8,  
8 9, 16 and 17, Township 44 South, Range 25 East,  
9 Lee County, Florida which tracts or parcels are  
10 described as follows:

11  
12 SECTION 8  
13 All that part of the Southeast quarter (SE-1/4)  
14 of Section 8 lying East of Marsh Avenue and  
15 South and West of Arlington Subdivision as  
16 recorded in Plat Book 16 at Pages 38 and 39,  
17 Lee County Records.  
18 All that part of the Southwest quarter (SW-1/4)  
19 of Section 8 lying South of Billy's Creek;

20  
21 SECTION 9  
22 All of Lots 21, 24, 25 and 28 of N.S. Blunt's  
23 Five Acre Farms as recorded in Plat Book 4 at  
24 Page 66 of the Lee County Records lying South  
25 of Billy's Creek

26 AND  
27 All of Sherwood Forest Subdivision as recorded  
28 in Plat Book 10 at Page 35 of said public  
29 records.

30  
31 SECTION 16

1       All of Green Acres Subdivision as recorded in  
2       Plat Book 5 at Page 72 of the Lee County  
3       Records  
4       AND  
5       The North half (N-1/2) of the Southwest quarter  
6       (SW-1/4) of the Northeast quarter (NE-1/4) of  
7       said Section 16;  
8       AND  
9       The West half (W-1/2) of the Southwest quarter  
10       (SW-1/4) of the Southwest quarter (SW-1/4) of  
11       the Northeast quarter (NE-1/4) of said Section  
12       16;  
13       AND  
14       The North half (N-1/2) of the Northeast quarter  
15       (NE-1/4) of the Northwest quarter (NW-1/4) of  
16       the Southeast quarter (SE-1/4) of said Section  
17       16.

18  
19                                SECTION 17

20       All of the North half (N 1/2) of said Section  
21       17.  
22       LESS AND EXCEPT:  
23       East Palm Subdivision as recorded in Plat Book  
24       29 at Page 95 of the Lee County Records.  
25  
26       LESS AND EXCEPT:  
27       The West 410 feet of the North 360 feet of the  
28       West half (W-1/2) of the Northeast quarter  
29       (NE-1/4) of the Northeast quarter (NE-1/4)  
30       LESS  
31       The West 30 feet.



1  
2           Section 3. The interlocal agreement for the proposed  
3 annexation of the Dunbar and Belle Vue enclaves as developed  
4 by the City of Fort Myers and Lee County shall be filed with  
5 the clerk of the city and the clerk of the courts for the  
6 county, and a duly advertised public hearing shall be held by  
7 both the city and the county respectively, prior to the  
8 adoption of the interlocal agreement by the city council and  
9 the county commission. No changes to the terms and conditions  
10 of the interlocal agreement may be made by either the city or  
11 the county once filed with the respective clerks prior to the  
12 public hearings for consideration of the adoption of the  
13 interlocal agreement.

14           Section 4. (1) Subsequent to the adoption of the  
15 interlocal agreement between the city and the county, and  
16 prior to the implementation of the proposed annexation by the  
17 city of the described "Dunbar" and "Belle Vue" enclaves, a  
18 referendum shall be held by the city in the City of Fort Myers  
19 and within the proposed, described enclave areas to be annexed  
20 for the ratification and approval of the interlocal agreement  
21 by the registered electorates therein.

22           (2) The interlocal agreement shall be presented  
23 separately to the registered voters residing within the city  
24 and the registered voters residing within the proposed annexed  
25 areas as further described in section 2 of this act. The  
26 procedures for conducting the referendum shall be pursuant to  
27 the requirements as set out at s. 171.0413(2), Florida  
28 Statutes. Upon a majority vote, of the votes cast, in favor of  
29 the interlocal agreement by the registered electors of the  
30 City of Fort Myers and a majority of the votes cast by the  
31 combined registered electors residing in both the "Dunbar" and

1 "Belle Vue" areas, the interlocal agreement shall be deemed to  
2 be ratified and approved, and shall become effective as  
3 provided for in the interlocal agreement, but otherwise for  
4 not more than 1 year following the referendum. The referendum  
5 for ratification and approval of the interlocal agreement for  
6 annexation may be conducted by the city at any regular  
7 election following the adoption of the interlocal agreement by  
8 the city and the county.

9       Section 5. (1) For the areas subsequently annexed by  
10 the city by interlocal agreement, the city shall assume all of  
11 the municipal service duties of Lee County pursuant to the  
12 terms and conditions of the approved interlocal agreement.

13       (2) The transfer from the county to the city of county  
14 municipal service infrastructure located within the annexed  
15 areas shall be pursuant to the terms and conditions of the  
16 approved interlocal agreement.

17       Section 6. This act shall take effect upon becoming a  
18 law.

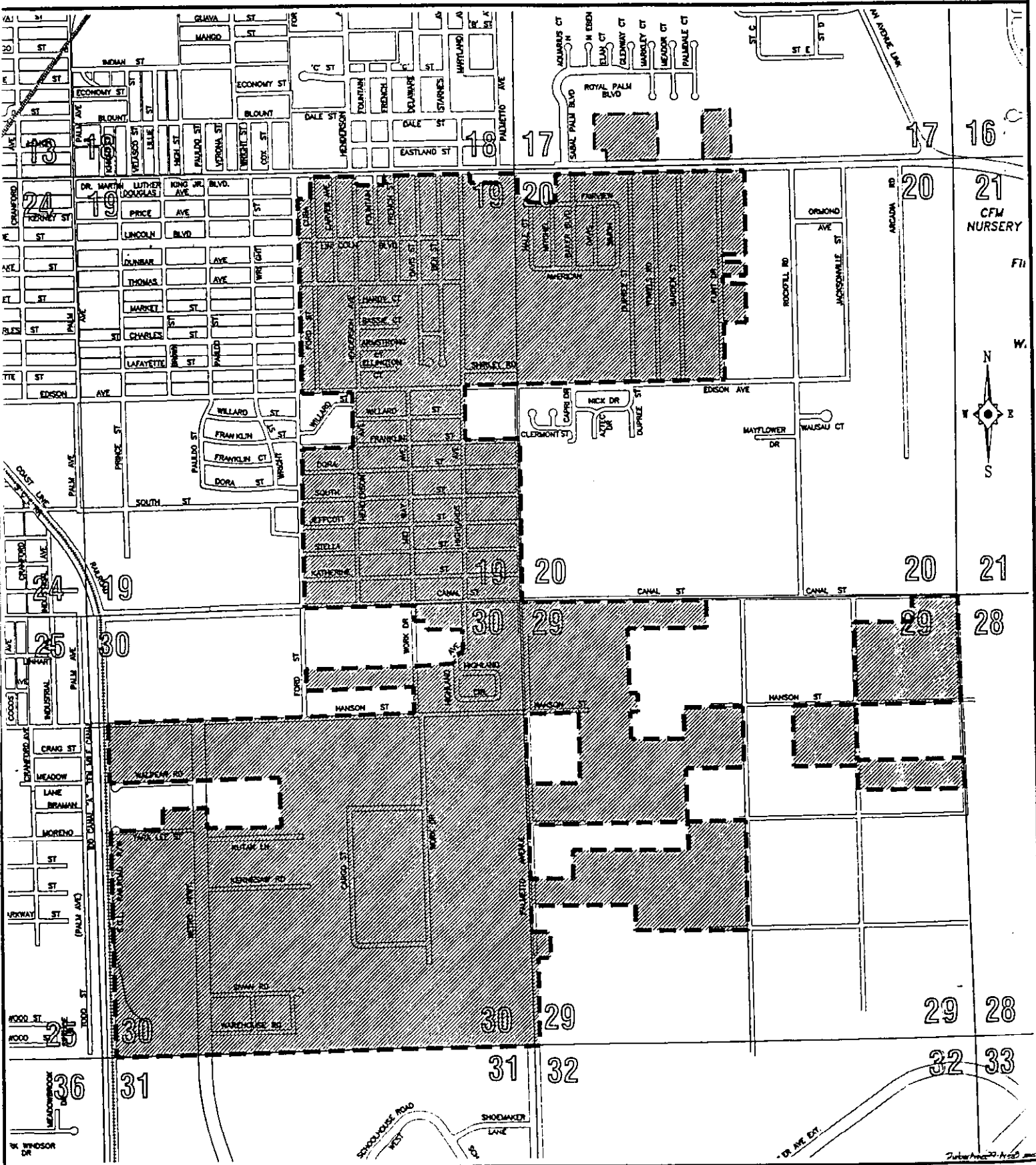
19  
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31

# PROPOSED ANNEXATION AREA



## Dunbar Area

Sections 17, 19, 20, 29 & 30, T.44 S., R.25 E.  
Lee County, Florida

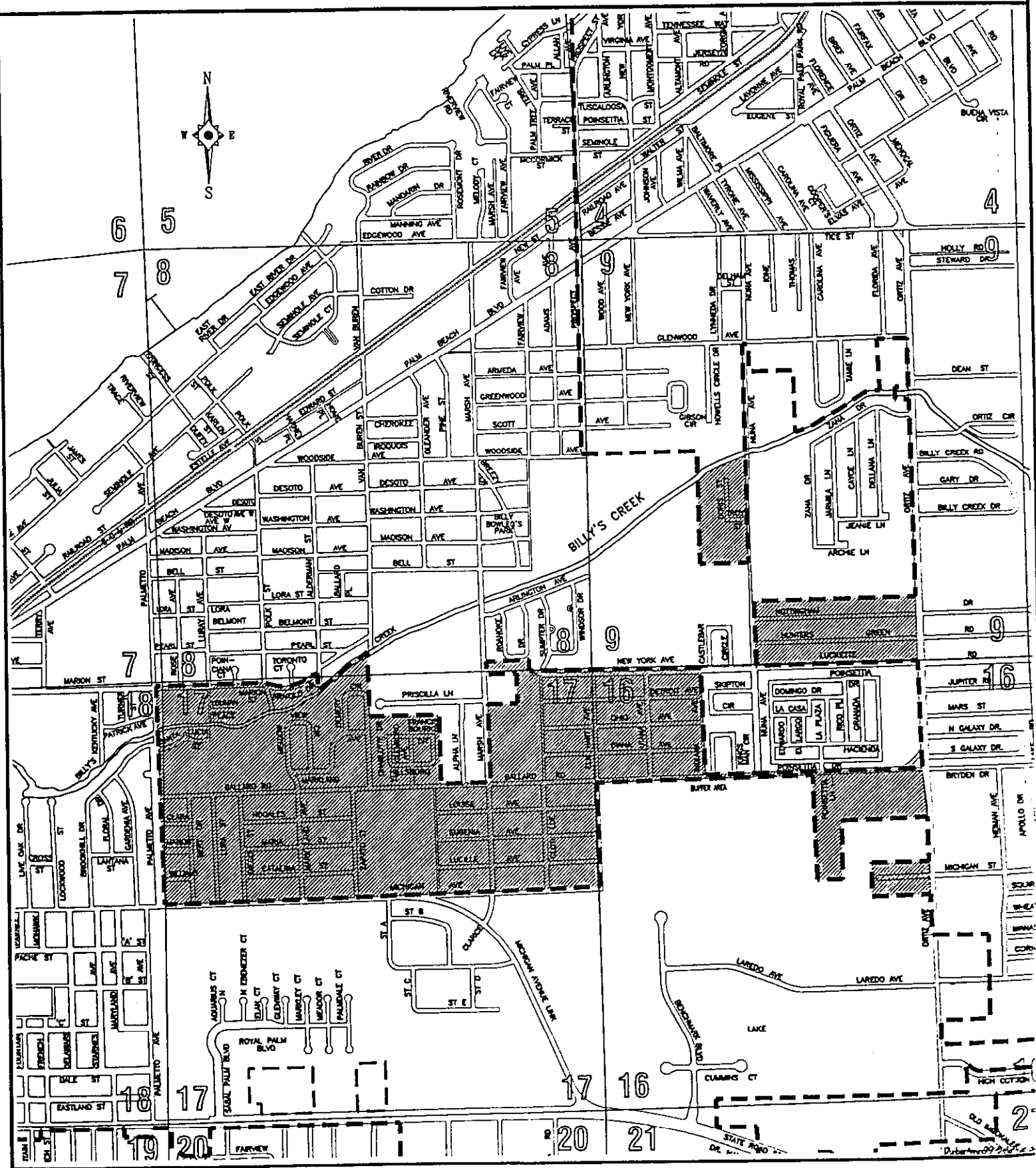


# PROPOSED ANNEXATION AREA



## -Belle Vue Area

Sections 8, 9, 16 & 17, T.44 S., R.25 E.  
Lee County, Florida



# PROPOSED ANNEXATION AREA



## Dunbar Area

Sections 17, 19, 20, 29 & 30, T.44 S., R.25 E.  
Lee County, Florida

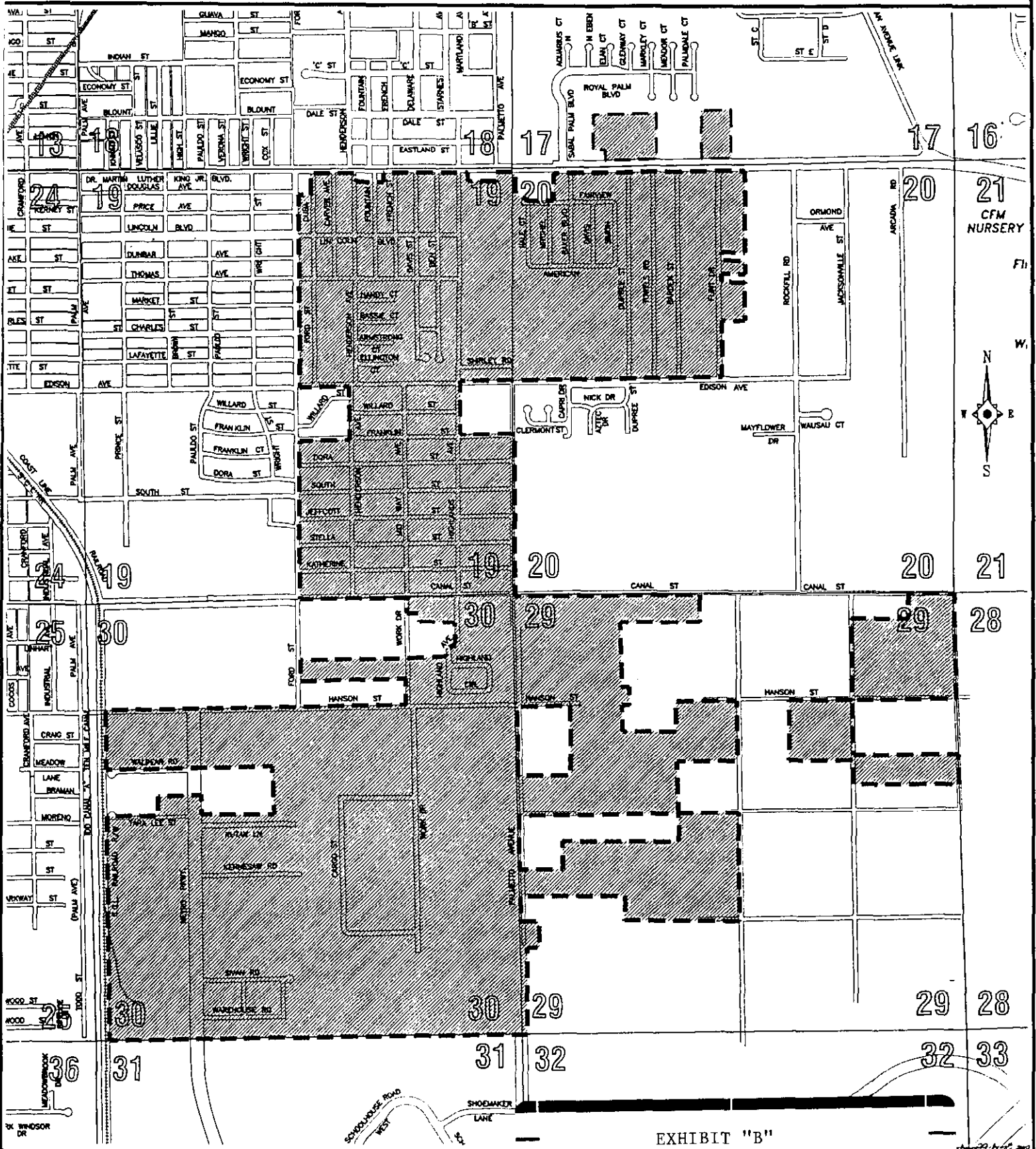


EXHIBIT "B"

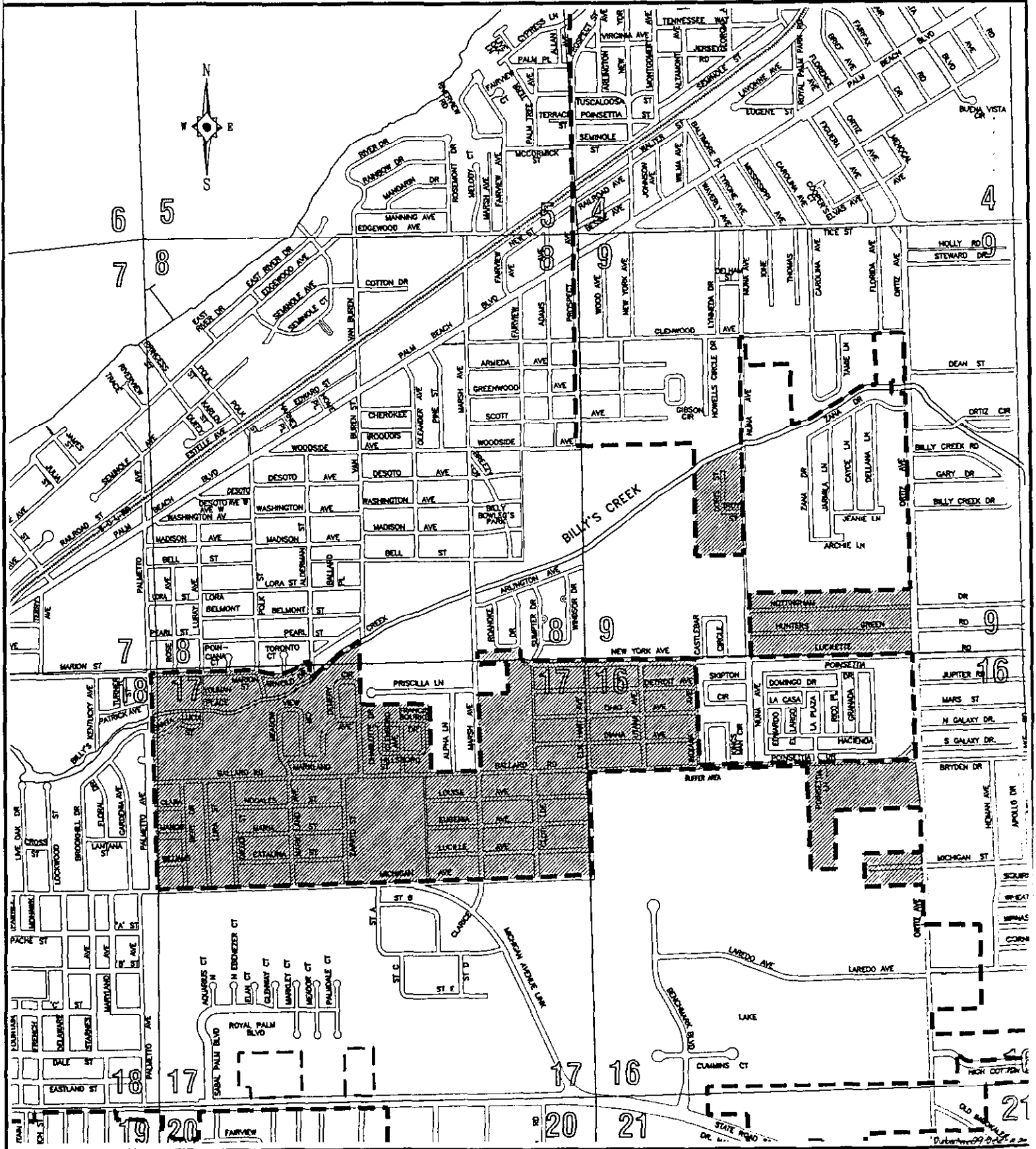
March 29, 1968

# PROPOSED ANNEXATION REA



## -Belle Vue Area

Sections 8, 9, 16 & 17, T.44 S., R.25 E.  
Lee County, Florida



NO.  
FYI

98-488

ENROLLED

1998 Legislature

HB 3859, First Engrossed

1  
2 An act relating to Lee County and the City of  
3 Fort Myers; providing for the annexation of the  
4 enclaves known as "Dunbar" and "Belle Vue" by  
5 interlocal agreement between the city and  
6 county, subject to approval by referendum;  
7 providing for procedures for adoption of the  
8 agreement and for a referendum; providing for  
9 authority for assumption of municipal service  
10 duties and transfer of infrastructure;  
11 providing an effective date.  
12

13 Be It Enacted by the Legislature of the State of Florida:  
14

15 Section 1. The City of Fort Myers and Lee County are  
16 authorized to enter into an interlocal agreement subject to  
17 referendum approval for the orderly municipal annexation of  
18 the following further described areas located within a 1-mile  
19 radius of the City of Fort Myers city limits:

20 (1) The unincorporated enclave commonly known as  
21 "Dunbar"; and

22 (2) The unincorporated enclave considered to be  
23 another portion of the Dunbar enclave, but commonly known as  
24 "Belle Vue."

25 Section 2. The areas proposed to be annexed are  
26 described as follows:

27 (1) The "Dunbar" enclave includes the following  
28 described lands located south of S.R. 82:

29  
30 Tracts or parcels of land lying in Sections 17,  
31 19, 20, 29 and 30, Township 44 South, Range 25

1 East, Lee County, Florida which tracts or  
2 parcels are described as follows:  
3  
4 SECTION 17  
5 All of George D. Williams Subdivision as  
6 recorded in Plat Book 4 at Page 1 of the Lee  
7 County Records  
8 LESS AND EXCEPT:  
9 Lots 19, 24, 25 and 26  
10 AND  
11 Lot 29 and the West 115 feet of Lot 30 of  
12 Sunnyside Farms Subdivision as recorded in Plat  
13 Book 3 at Page 72 of the Lee County Records  
14 AND  
15 Lot 32 and the South 74 feet of Lot 17 of  
16 Sunnyside Farms Subdivision as recorded in Plat  
17 Book 3 at Page 72 of the Lee County Records  
18  
19 SECTION 19  
20 Beginning at the intersection of the East  
21 right-of-way (ROW) line of Ford Street and the  
22 South ROW line of Dr. Martin Luther King Jr.  
23 Boulevard (State Road No. 82) run East along  
24 the South line of said road to the Westerly  
25 line of Henderson Avenue; thence run South  
26 along said West line to the Westerly  
27 prolongation of the South line of Lots 1  
28 through 10, Block D of Carver Park; thence run  
29 East along said South line to the Southeast  
30 corner of Lot 4, Block E said Carver Park as  
31 recorded in Plat Book 8 at Page 88 of the Lee



1 County Records; thence run North along the East  
2 line of said Lot 4 to the South line of said  
3 Martin Luther King Jr. Boulevard; thence run  
4 East along said South line to the Northeast  
5 corner of Lot 2, Block 1 Kaune's Subdivision as  
6 recorded in Plat Book 1 at Page 60 of said  
7 public records; thence run South along the East  
8 line of said Lot 2 and East line of said Lot  
9 25, said Kaune's Subdivision; thence run East  
10 along the North line of Conn Avenue to the  
11 Southeast corner of Lot 18, Block 1, said  
12 Kaune's Subdivision; thence run North to an  
13 intersection with the South line of said  
14 Boulevard; thence run East along said South  
15 line to the East line of Section 19; thence run  
16 South along said East line to the South line of  
17 Edison Avenue; thence run West along said South  
18 line to the East line of Highlands Avenue;  
19 thence run South along said East line to the  
20 North line of Franklin Street; thence run East  
21 along the North line of Franklin Street to an  
22 intersection with the East line of Section 19;  
23 thence run South along said East line to the  
24 South line of Canal Street; thence run West  
25 along said South line of Canal Street to the  
26 East line of Ford Street; thence run North  
27 along said East line to the South line of  
28 Franklin Street; thence run East along said  
29 South line to the West line of Henderson  
30 Avenue; thence run North along said West line  
31 to the South line of Edison Avenue; thence run

1 West along said South line to the East line of  
2 Ford Street; thence run North along said East  
3 line to the Point of Beginning.

4  
5 SECTION 20

6 Beginning at the intersection of the South line  
7 of Dr. Martin Luther King Jr. Boulevard and the  
8 West line of Section 20, Township 44 South,  
9 Range 25 East run South to an intersection with  
10 the North line of Harlem Lakes Subdivision as  
11 recorded in Plat Book 13 at Page 136 of the Lee  
12 County Records; thence run East along the North  
13 line of Lot 12, Block 1, said Harlem Lakes  
14 Subdivision to the Northeasterly corner of said  
15 Lot 12; thence run Southeasterly along the  
16 Northeasterly line of said Lot 12 to the North  
17 line of Fairview Avenue; thence run East along  
18 the North line of said Fairview Avenue to the  
19 Southeast corner of Lot 5, said Block 1; thence  
20 run North along the East line of Lot 5 and  
21 Northerly prolongation thereof to an  
22 intersection with the South line of Martin  
23 Luther King Jr. Boulevard; thence run Easterly  
24 along said South line to the Northeast corner  
25 of lands described in Official Record Book 2209  
26 at Page 4434, said public records, 280 feet  
27 Easterly of the East line of Flint Drive;  
28 thence run South along the East line of said  
29 lands and the Southerly prolongation thereof to  
30 the Southeast corner of lands described in  
31 Official Record Book 2352 at Page 4744, said

1 public records; thence run West along the South  
2 line of said lands to the East line of Flint  
3 Drive; thence run South along said East line  
4 for 100 feet; thence run East for 280 feet;  
5 thence run South for 162 feet; thence run West  
6 for 280 feet to the East line of Flint Drive;  
7 thence run South along said East line for 100  
8 feet; thence run East for 280 feet; thence run  
9 South 350 feet to the Southeast corner of lands  
10 described in Official Record Book 1150 at Page  
11 66, said public records; thence run West for  
12 280 feet to the East line of said Flint Drive;  
13 thence run South along said East line to the  
14 North line of Edison Avenue; thence run West  
15 along said North line to an intersection with  
16 the West line of said Section 20; thence run  
17 North along said West line to the Point of  
18 Beginning.

19  
20 SECTION 29  
21 Lots I through 8, Block 1, Southside Gardens as  
22 recorded in Plat Book 3 at Page 18, Lee County,  
23 Records  
24 AND  
25 Lot 1 and the West 220 feet of Lot 2, Block 2  
26 and the South 183 feet of the 196 feet of Lot 8  
27 all in Block 2,  
28 AND  
29 Lots 2, 3, 4, 5 and 8, Block 3; Lots 2, 3, 6, 7  
30 and 8, Block 4; Lots 3 and 6, Block 5; Lots 2  
31 through 8, Block 6; the West half (W-1/2) of

1 Lot 1, Block 8, Lots 2 through 8, Block 10;  
2 Lots 5 and 6, Block 11 and Lots 2 and 3, Block  
3 12;  
4 AND  
5 All of Resubdivision of Lot 5, Block E,  
6 Southside Gardens as recorded in Plat Book 6 at  
7 Page 8, said public records;

8  
9 SECTION 30

10 Beginning at the Northeast corner of Section 30  
11 run South along said East line to the Southeast  
12 corner of said Section 30; thence run West  
13 along the South line of said Section to the  
14 intersection with the East line of the Seminole  
15 Gulf Railroad; thence run North along said East  
16 line to an intersection with the North line of  
17 Tara Lee Street; thence run Easterly along said  
18 North line to the Southwest corner of lands  
19 described in Official Record Book 2123 at Page  
20 2935, Lee County Records; thence run North  
21 along the West line of said lands to the  
22 Northwest corner of said lands; thence run  
23 Easterly along the North line of said lands and  
24 the Easterly prolongation thereof to the East  
25 line of Metro Parkway; thence run South along  
26 said East line to the Southwest corner of Lot  
27 27, East Stadler Farms as recorded in Plat Book  
28 5 at Page 6 of the Lee County Records; thence  
29 run East along the South line of Lot 27 to the  
30 Southeast corner of the West half (W-1/2) of  
31 Lot 28, said East Stadler Farms; thence run

1 North along said Seat line to an intersection  
2 with the South line of Lot 21, said East  
3 Stadler Farms; thence run West along said South  
4 line and the Westerly prolongation thereof to  
5 the East line of the Seminole Gulf Railway;  
6 thence run North along said East line to the  
7 South line of Hanson Street; thence run East  
8 along said South line to the West line of Work  
9 Drive; thence run North along said West line to  
10 the South line of the North half (N-1/2) of  
11 Lots 13 and 14, East Stadler Farms; thence run  
12 West along said South line to the East line of  
13 Ford Street; thence run North along said East  
14 line to the South line of Lot 4, said East  
15 Stadler Farms; thence run East along said South  
16 line of Lots 3 and 4, said East Stadler Farms  
17 to the West line of Work Drive; thence run  
18 North along said West line to an intersection  
19 with the Westerly prolongation of the South  
20 line of lands described in Official Record Book  
21 2359 at Page 2587, said public records; thence  
22 run East along the South line of said lands to  
23 an intersection with the West line of Highland  
24 Circle; thence run North, East and Northerly  
25 along the West line of Highland Circle to the  
26 Northeast corner of lands described in Official  
27 Record Book 2359 at Page 2587, said public  
28 records; thence run West along the South line  
29 of said lands for 120 feet; thence run North  
30 for 100 feet; thence run West to the East line  
31 of Work Drive; thence run North along said East

1           line to an intersection with the North line of  
2           said Section 30; thence run East along said  
3           North line to the Point of Beginning.  
4           (2) The "Belle Vue" enclave includes the following  
5           described lands located north of S.R. 82:

6  
7           Tracts or parcels of lands lying in Sections 8,  
8           9, 16 and 17, Township 44 South, Range 25 East,  
9           Lee County, Florida which tracts or parcels are  
10           described as follows:

11  
12   SECTION 8

13           All that part of the Southeast quarter (SE-1/4)  
14           of Section 8 lying East of Marsh Avenue and  
15           South and West of Arlington Subdivision as  
16           recorded in Plat Book 16 at Pages 38 and 39,  
17           Lee County Records.

18           All that part of the Southwest quarter (SW-1/4)  
19           of Section 8 lying South of Billy's Creek;

20  
21   SECTION 9

22           All of Lots 21, 24, 25 and 28 of N.S. Blunt's  
23           Five Acre Farms as recorded in Plat Book 4 at  
24           Page 66 of the Lee County Records lying South  
25           of Billy's Creek

26           AND

27           All of Sherwood Forest Subdivision as recorded  
28           in Plat Book 10 at Page 35 of said public  
29           records.

30  
31   SECTION 16

1       All of Green Acres Subdivision as recorded in  
2       Plat Book 5 at Page 72 of the Lee County  
3       Records  
4       AND  
5       The North half (N-1/2) of the Southwest quarter  
6       (SW-1/4) of the Northeast quarter (NE-1/4) of  
7       said Section 16;  
8       AND  
9       The West half (W-1/2) of the Southwest quarter  
10       (SW-1/4) of the Southwest quarter (SW-1/4) of  
11       the Northeast quarter (NE-1/4) of said Section  
12       16;  
13       AND  
14       The North half (N-1/2) of the Northeast quarter  
15       (NE-1/4) of the Northwest quarter (NW-1/4) of  
16       the Southeast quarter (SE-1/4) of said Section  
17       16.

SECTION 17

19  
20       All of the North half (N 1/2) of said Section  
21       17.  
22       LESS AND EXCEPT:  
23       East Palm Subdivision as recorded in Plat Book  
24       29 at Page 95 of the Lee County Records.  
25  
26       LESS AND EXCEPT:  
27       The West 410 feet of the North 360 feet of the  
28       West half (W-1/2) of the Northeast quarter  
29       (NE-1/4) of the Northeast quarter (NE-1/4)  
30       LESS  
31       The West 30 feet.

1  
2           Section 3. The interlocal agreement for the proposed  
3 annexation of the Dunbar and Belle Vue enclaves as developed  
4 by the City of Fort Myers and Lee County shall be filed with  
5 the clerk of the city and the clerk of the courts for the  
6 county, and a duly advertised public hearing shall be held by  
7 both the city and the county respectively, prior to the  
8 adoption of the interlocal agreement by the city council and  
9 the county commission. No changes to the terms and conditions  
10 of the interlocal agreement may be made by either the city or  
11 the county once filed with the respective clerks prior to the  
12 public hearings for consideration of the adoption of the  
13 interlocal agreement.

14           Section 4. (1) Subsequent to the adoption of the  
15 interlocal agreement between the city and the county, and  
16 prior to the implementation of the proposed annexation by the  
17 city of the described "Dunbar" and "Belle Vue" enclaves, a  
18 referendum shall be held by the city in the City of Fort Myers  
19 and within the proposed, described enclave areas to be annexed  
20 for the ratification and approval of the interlocal agreement  
21 by the registered electorates therein.

22           (2) The interlocal agreement shall be presented  
23 separately to the registered voters residing within the city  
24 and the registered voters residing within the proposed annexed  
25 areas as further described in section 2 of this act. The  
26 procedures for conducting the referendum shall be pursuant to  
27 the requirements as set out at s. 171.0413(2), Florida  
28 Statutes. Upon a majority vote, of the votes cast, in favor of  
29 the interlocal agreement by the registered electors of the  
30 City of Fort Myers and a majority of the votes cast by the  
31 combined registered electors residing in both the "Dunbar" and



1 "Belle Vue" areas, the interlocal agreement shall be deemed to  
2 be ratified and approved, and shall become effective as  
3 provided for in the interlocal agreement, but otherwise for  
4 not more than 1 year following the referendum. The referendum  
5 for ratification and approval of the interlocal agreement for  
6 annexation may be conducted by the city at any regular  
7 election following the adoption of the interlocal agreement by  
8 the city and the county.

9       Section 5. (1) For the areas subsequently annexed by  
10 the city by interlocal agreement, the city shall assume all of  
11 the municipal service duties of Lee County pursuant to the  
12 terms and conditions of the approved interlocal agreement.

13       (2) The transfer from the county to the city of county  
14 municipal service infrastructure located within the annexed  
15 areas shall be pursuant to the terms and conditions of the  
16 approved interlocal agreement.

17       Section 6. This act shall take effect upon becoming a  
18 law.

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**DUNBAR ANNEXATION COMMITTEE**  
**SCHEDULE OF MEETINGS AND PRESENTATIONS BY SUBCOMMITTEES**

|                    |   |
|--------------------|---|
| August 13, 1999    | <b>Public Safety - Police</b>                             |
| September 10, 1999 | <b>Public Safety – Fire</b>                               |
| October 8, 1999    | <b>Code Enforcement –</b>                                 |
| November 12, 1999  | <b>Lots and Land Cleanup</b>                              |
| January 14, 2000   | <b>Utility Upgrades</b>                                   |
| February 11, 2000  | <b>Roads/Pavement/Curb</b>                                |
| February 25, 2000  | <b>Drainage</b>   |
| March 10, 2000     | <b>Lighting/Sidewalks</b>                                 |
|                    | <b>Housing</b>  |
| March 24, 2000     | <b>Solid Waste</b>  |
|                    | <b>Parks and Recreation</b>                               |
| April 14, 2000     | Interlocal Draft Available with each service identified   |
| April 28, 2000     | Interlocal comments back from each service provider       |
| May 12, 2000       | Interlocal Draft Available with comments incorporated     |
| May 26, 2000       | Identify any conflicts/discrepancies by each jurisdiction |

PROPOSED ANNEXATION AREA



Dunbar Area

Sections 17, 19, 20, 29 & 30, T.44 S., R.25 E.  
Lee County, Florida

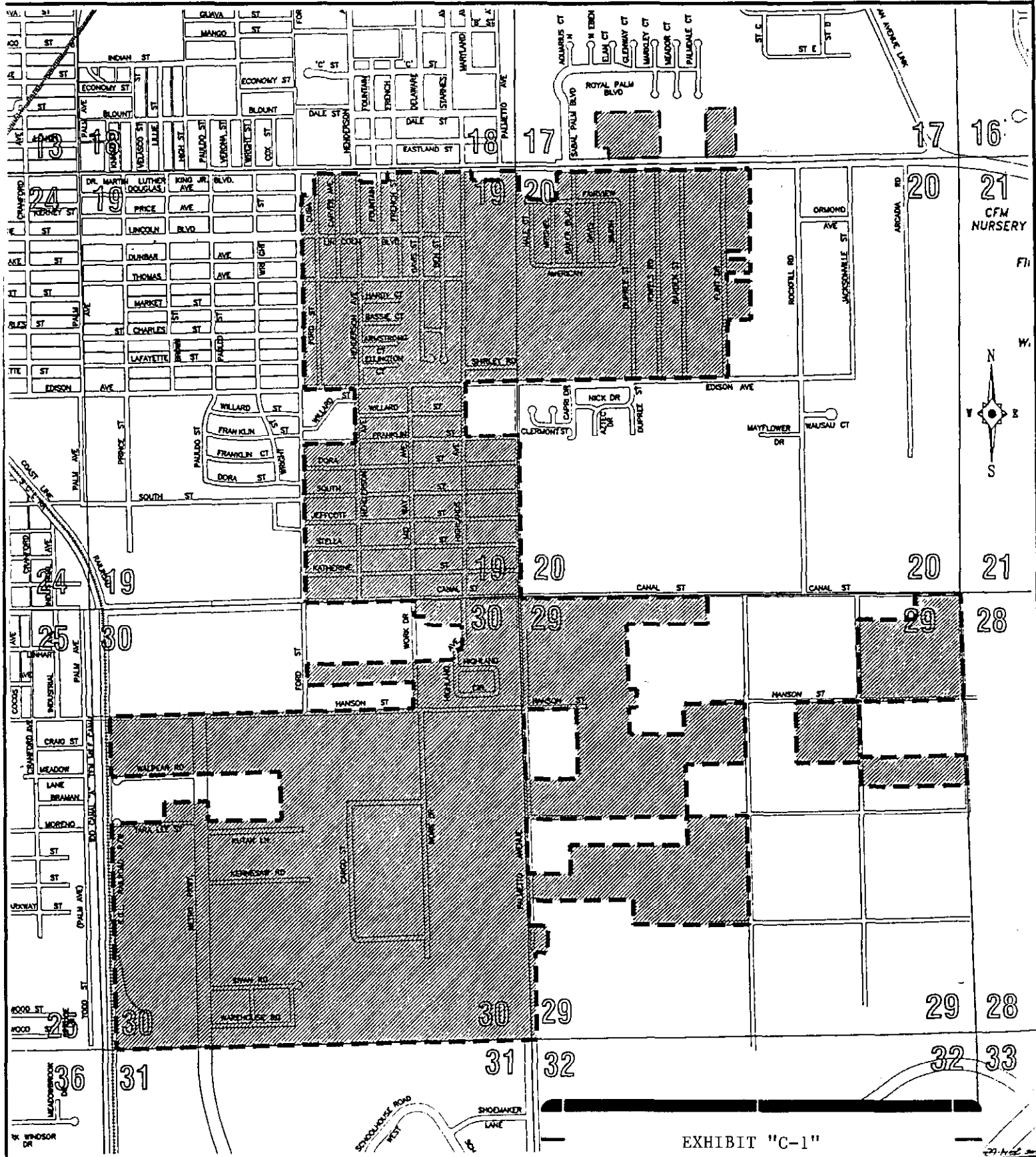


EXHIBIT "C-1"

# PROPOSED ANNEXATION REA



## -Belle Vue Area

Sections 8, 9, 16 & 17, T.44 S., R.25 E.  
Lee County, Florida

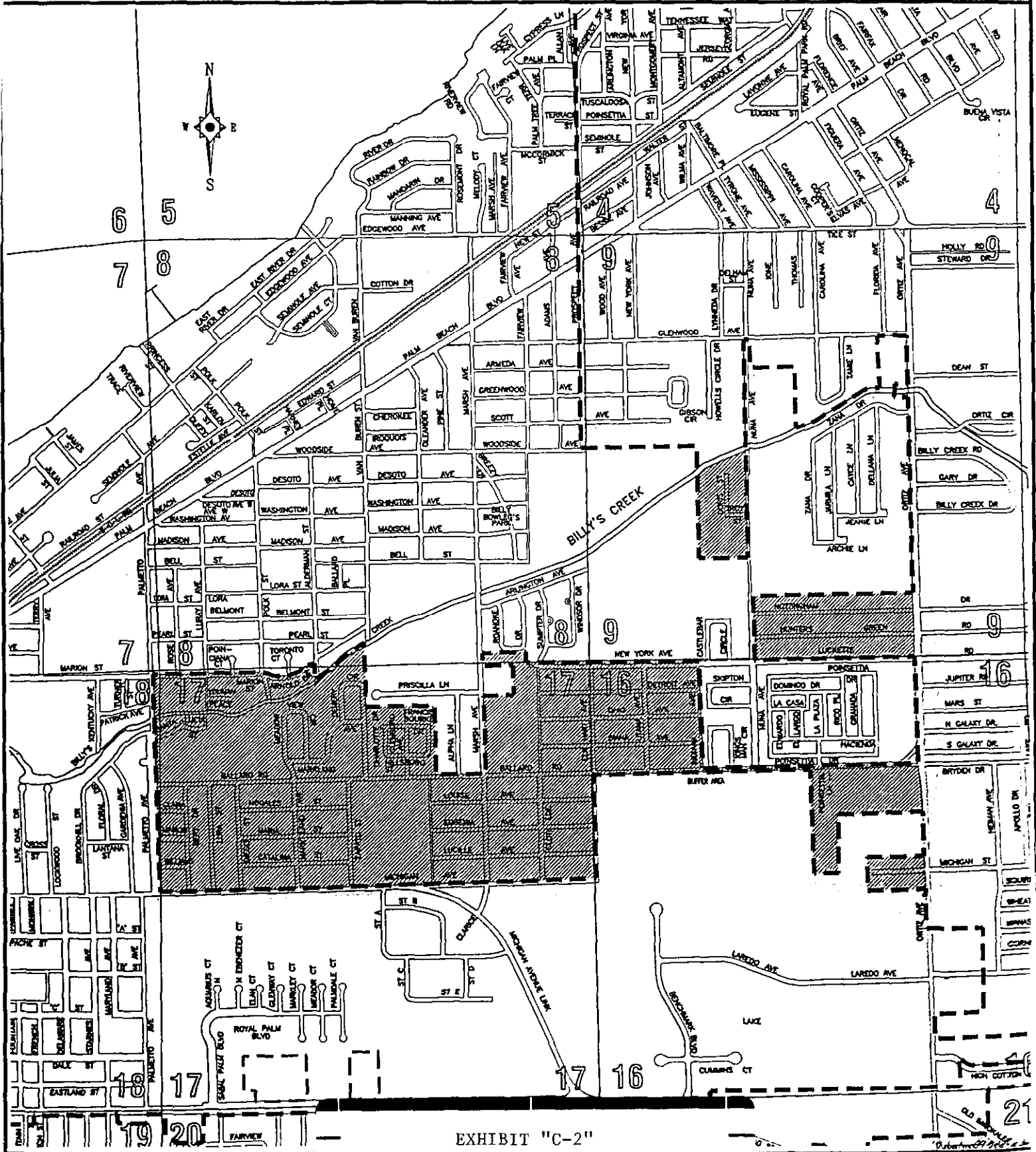


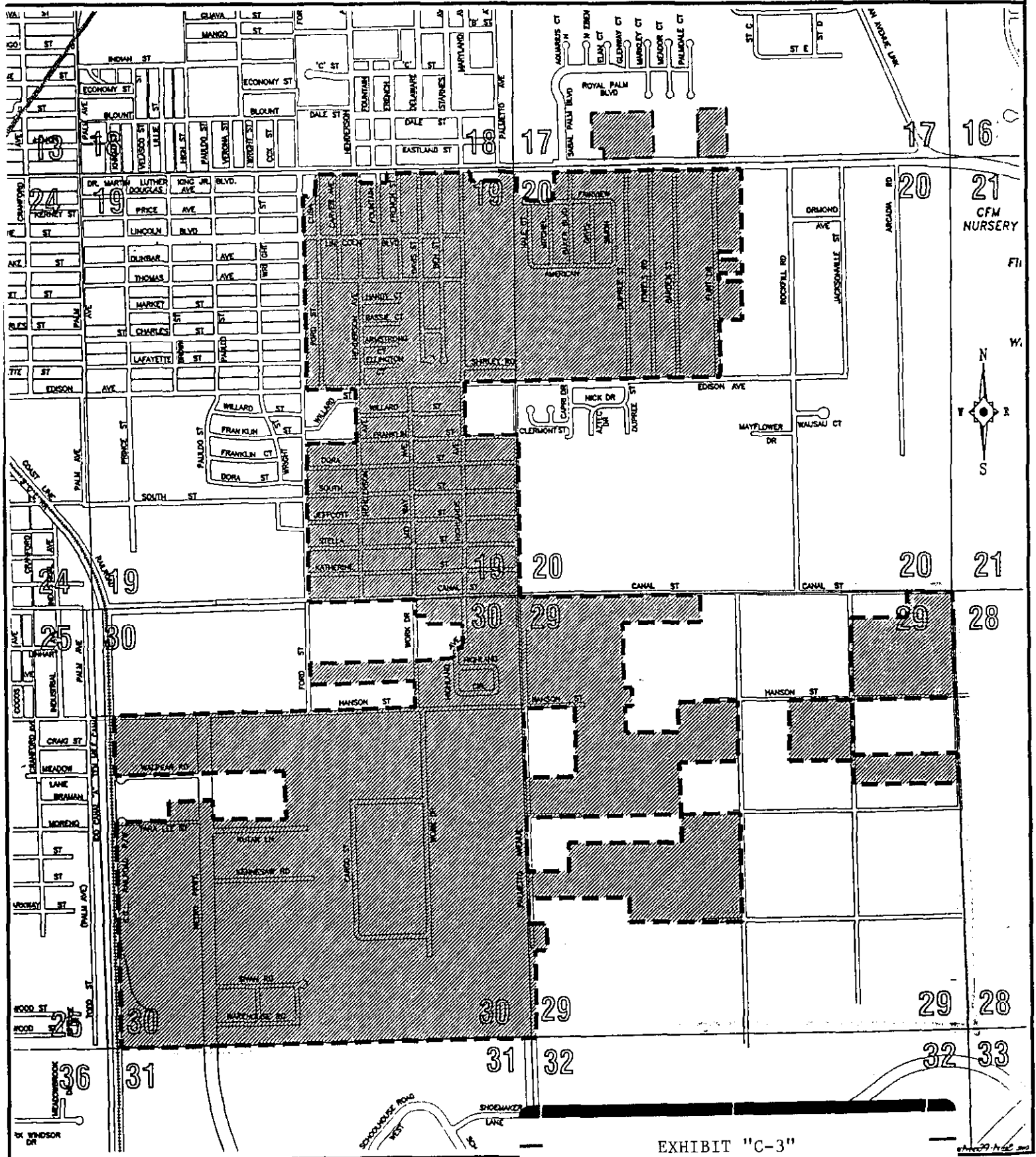
EXHIBIT "C-2"

# PROPOSED ANNEXATION AREA



## Dunbar Area

Sections 17, 19, 20, 29 & 30, T.44 S., R.25 E.  
Lee County, Florida



# BELLE VUE AND DUNBAR ANNEXATION PHASE 2 - WASTEWATER SYSTEM BELLE VUE AREA

## LEGEND

- LIFT STATION
- GRAVITY SEWER
- FORCE MAIN
- ANNEX AREA LIMITS

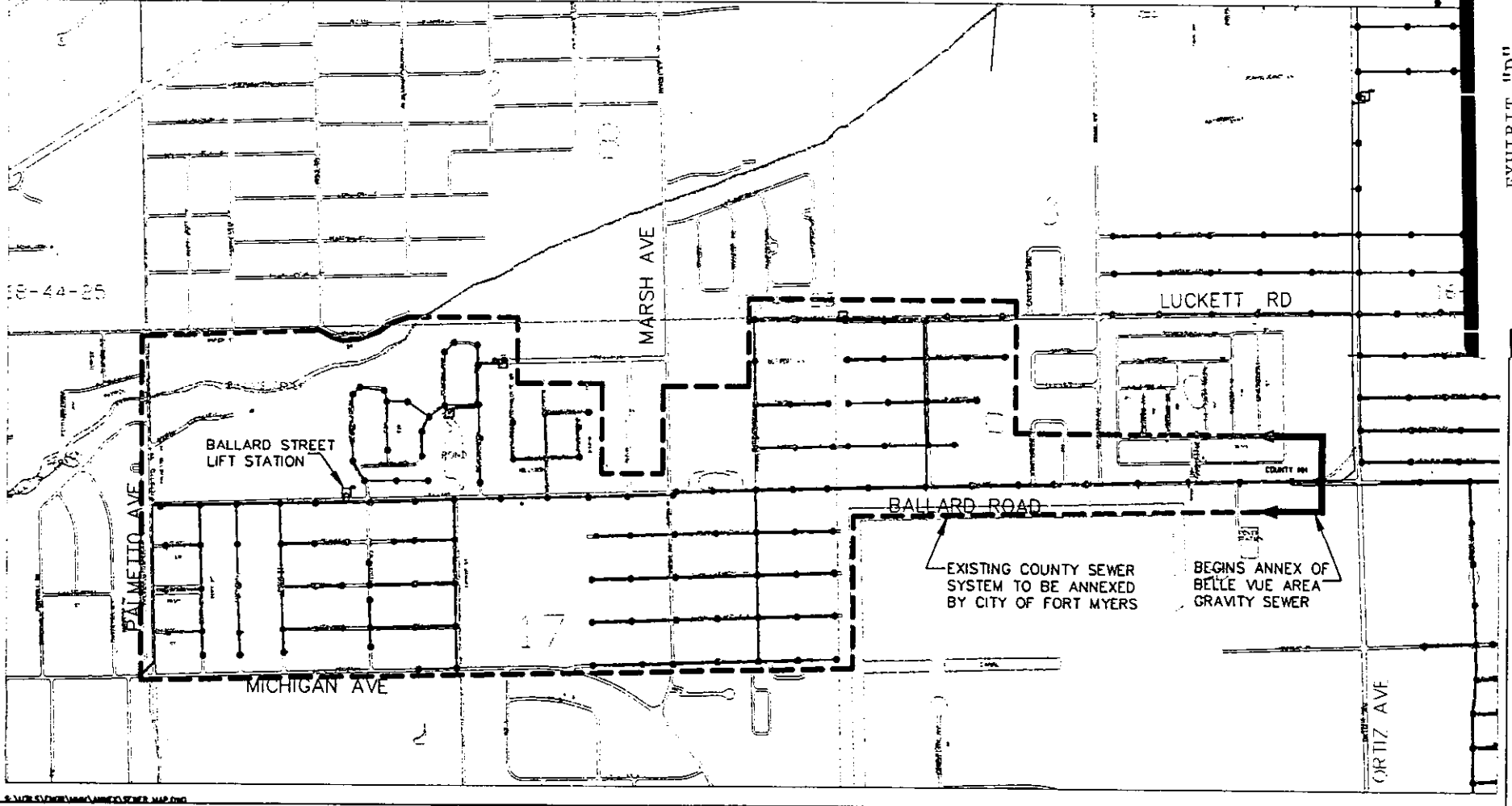
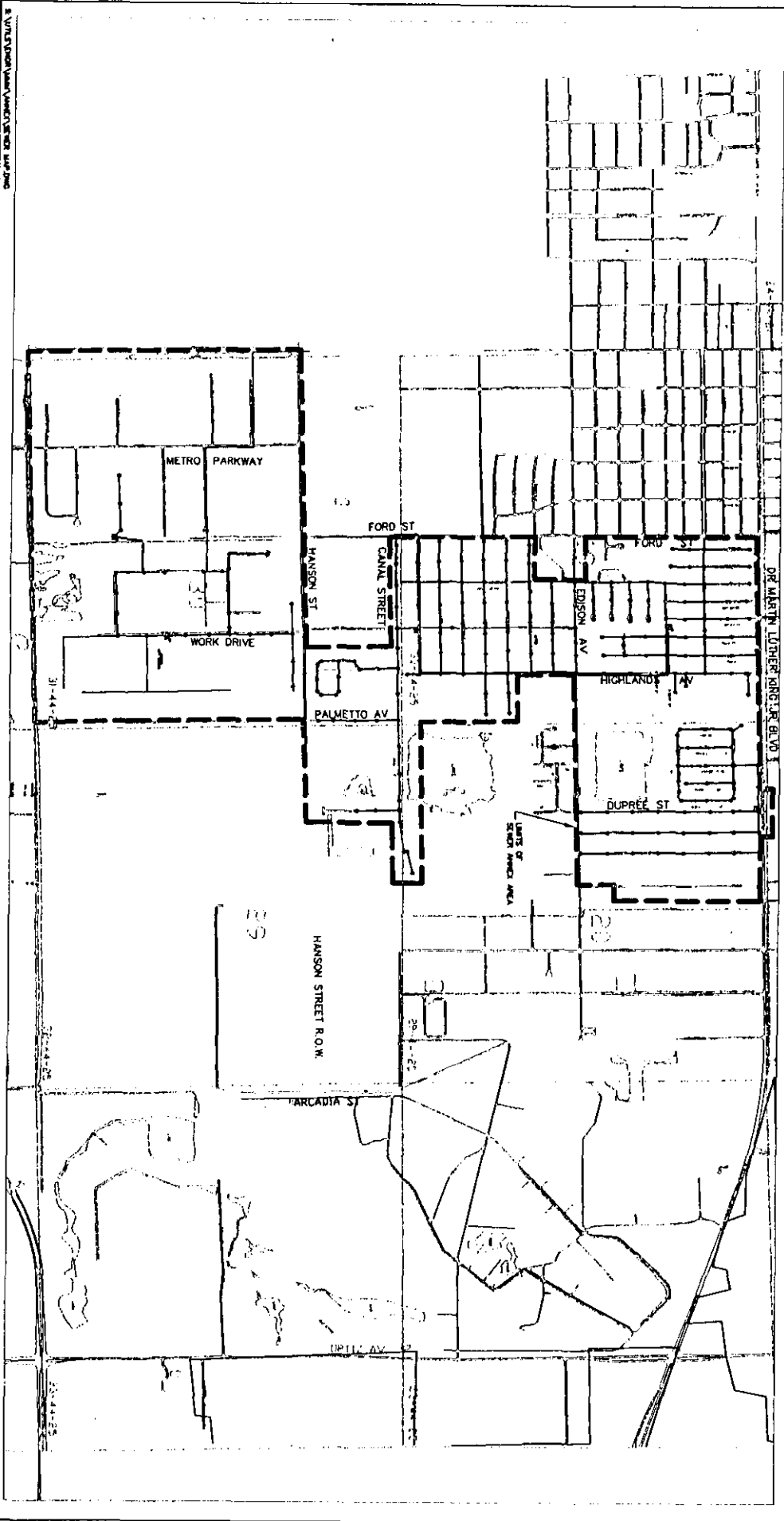


EXHIBIT "D"

LEGEND  
 ■ STATION  
 ○ MANHOLE  
 ○ VALVE  
 ○ CLEANOUT  
 ○ AIR VALVE  
 ○ FLOW METER  
 ○ PRESSURE TAP  
 ○ WATER METER  
 ○ FLOW METER  
 ○ PRESSURE TAP  
 ○ WATER METER

BELLE VUE AND DUNBAR ANNEXATION  
 PHASE 2 - WASTEWATER SYSTEM  
 DUNBAR AND INDUSTRIAL PARK AREA

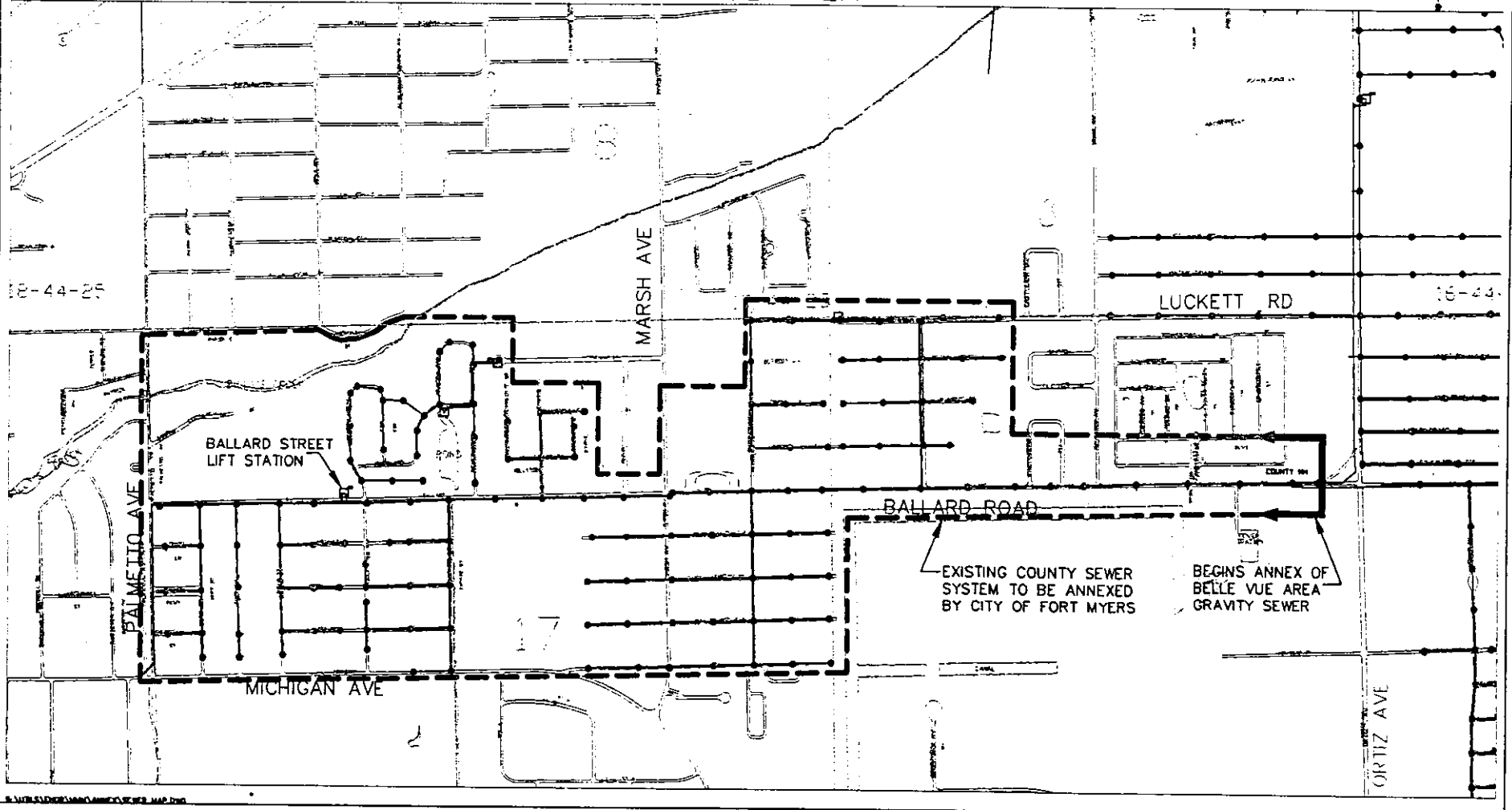


1:25,000 SCALE

# BELLE VUE AND DUNBAR ANNEXATION PHASE 2 – WASTEWATER SYSTEM BELLE VUE AREA



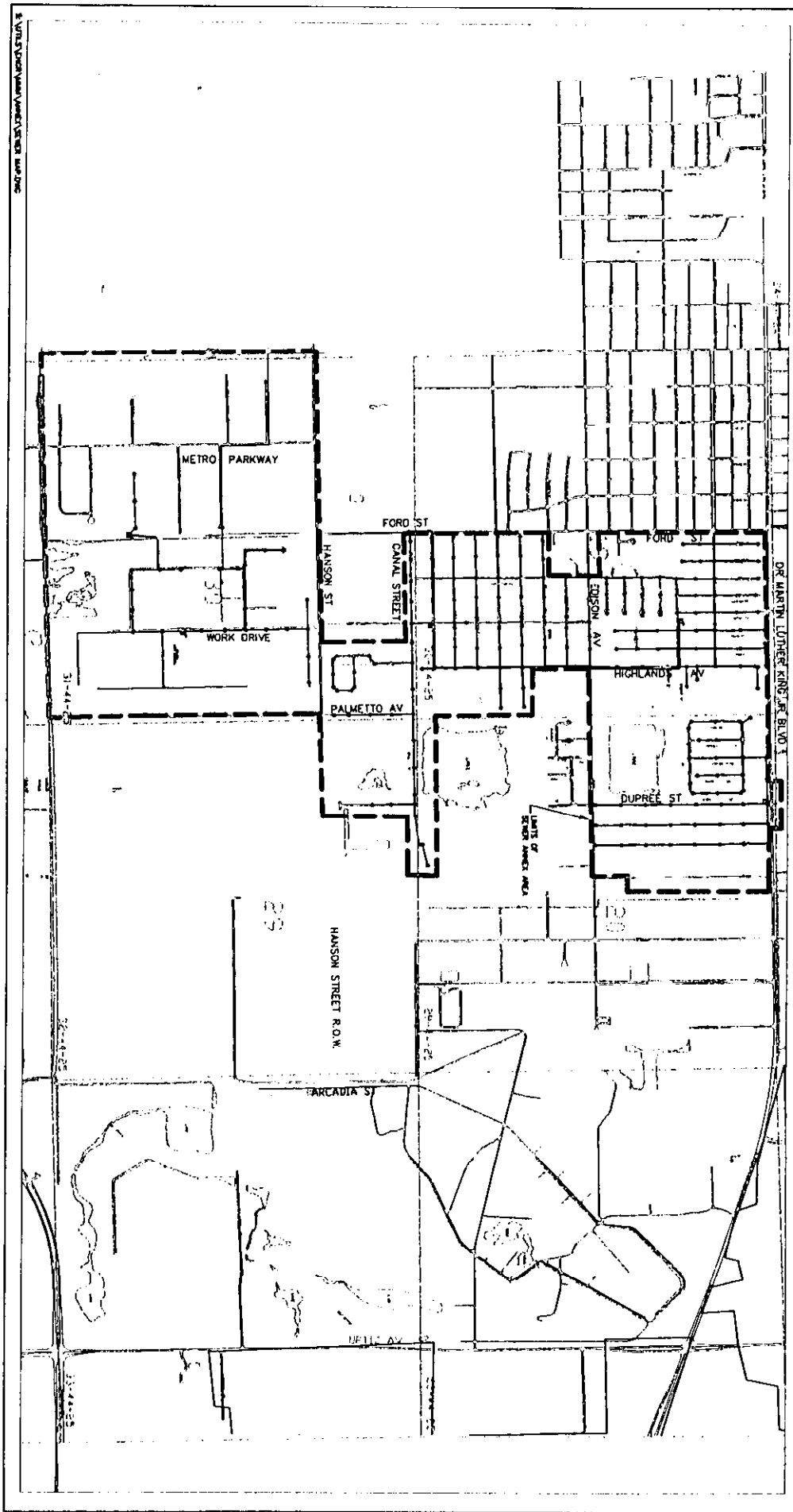
- LEGEND**
- LIFT STATION
  - GRAVITY SEWER
  - FORCE MAIN
  - - - ANNEX AREA LIMITS





2025.12  
 11/15/2025  
 11/15/2025  
 11/15/2025

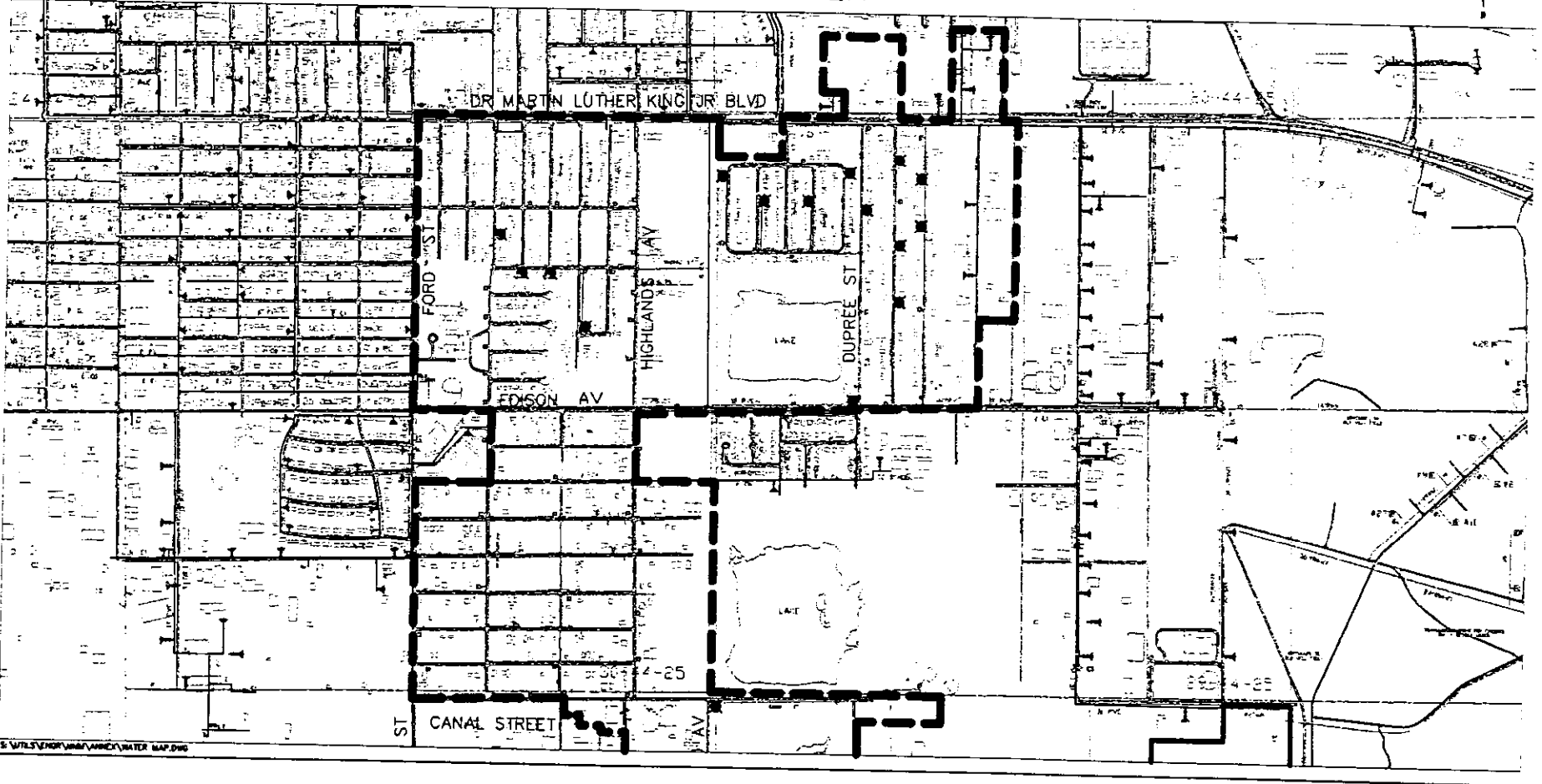
BELLE VUE AND DUNBAR ANNEXATION  
 PHASE 2 - WASTEWATER SYSTEM  
 DUNBAR AND INDUSTRIAL PARK AREA



# BELLE VUE AND DUNBAR ANNEXATION PHASE 1 – FIRE HYDRANTS IMPROVEMENTS DUNBAR AREA

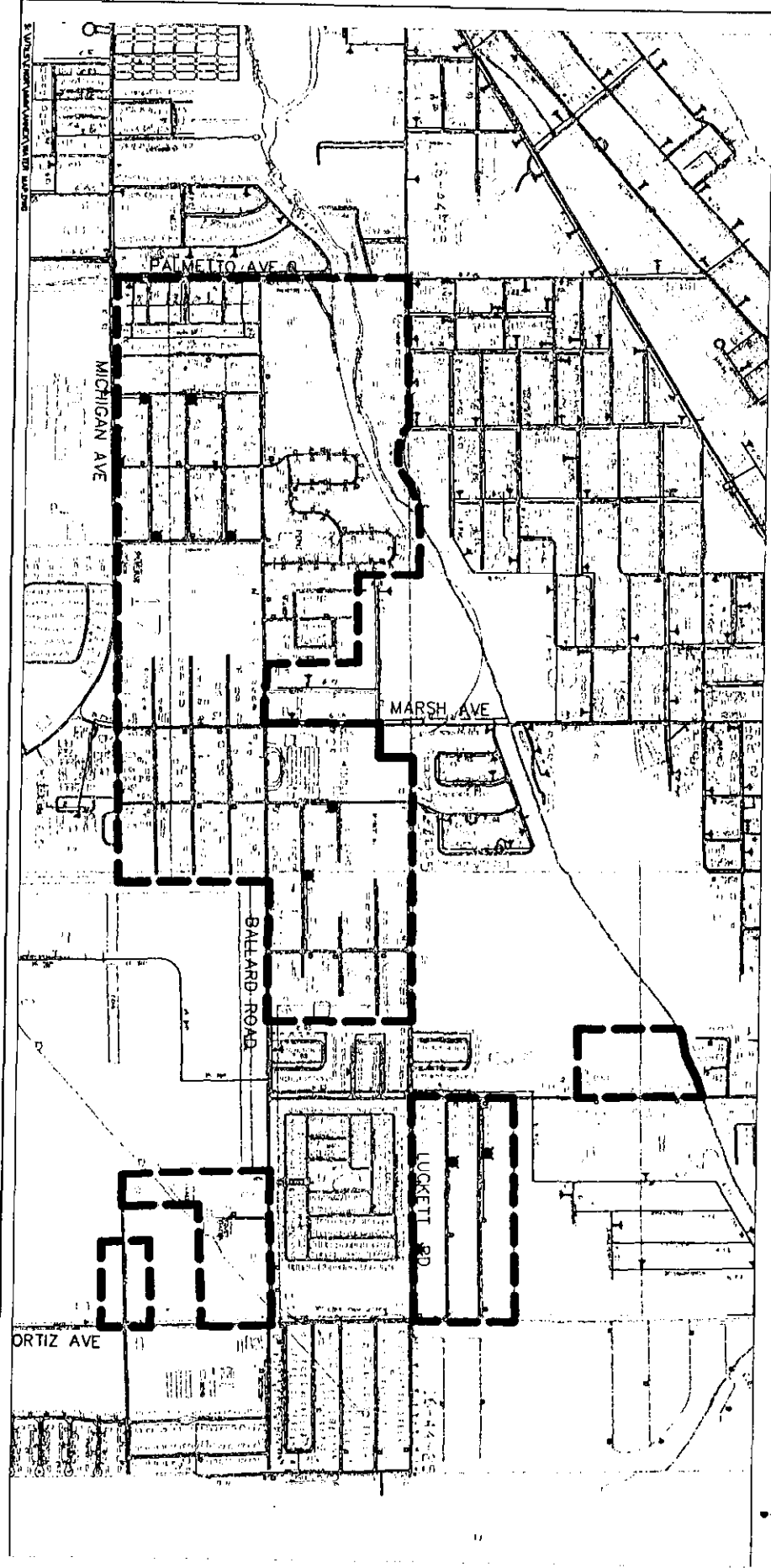


- LEGEND**
- COMMERCIAL, SCHOOL, CHURCH
  - RESIDENTIAL
  - Y EXISTING CITY OF FORT MYERS FIRE HYDRANTS
  - PROPOSED 6" WM
  - PROPOSED FIRE HYDRANTS
  - EXISTING LEE COUNTY UTILITIES FIRE HYDRANTS
  - ANNEX AREA LIMITS



- LEGEND
- COMMERCIAL, SCHOOL, CHURCH
  - - - RESIDENTIAL
  - EXISTING CITY OF FORT MYERS FIRE HYDRANTS
  - PROPOSED CITY OF FORT MYERS FIRE HYDRANTS
  - EXISTING LEE COUNTY UTILITIES FIRE HYDRANTS
  - ANNEX AREA LIMITS

BELLE VUE AND DUNBAR ANNEXATION  
 PHASE 1 - FIRE HYDRANTS IMPROVEMENTS  
 BELLE VUE AREA



ORTIZ AVE

MICHIGAN AVE

PALMETTO AVE

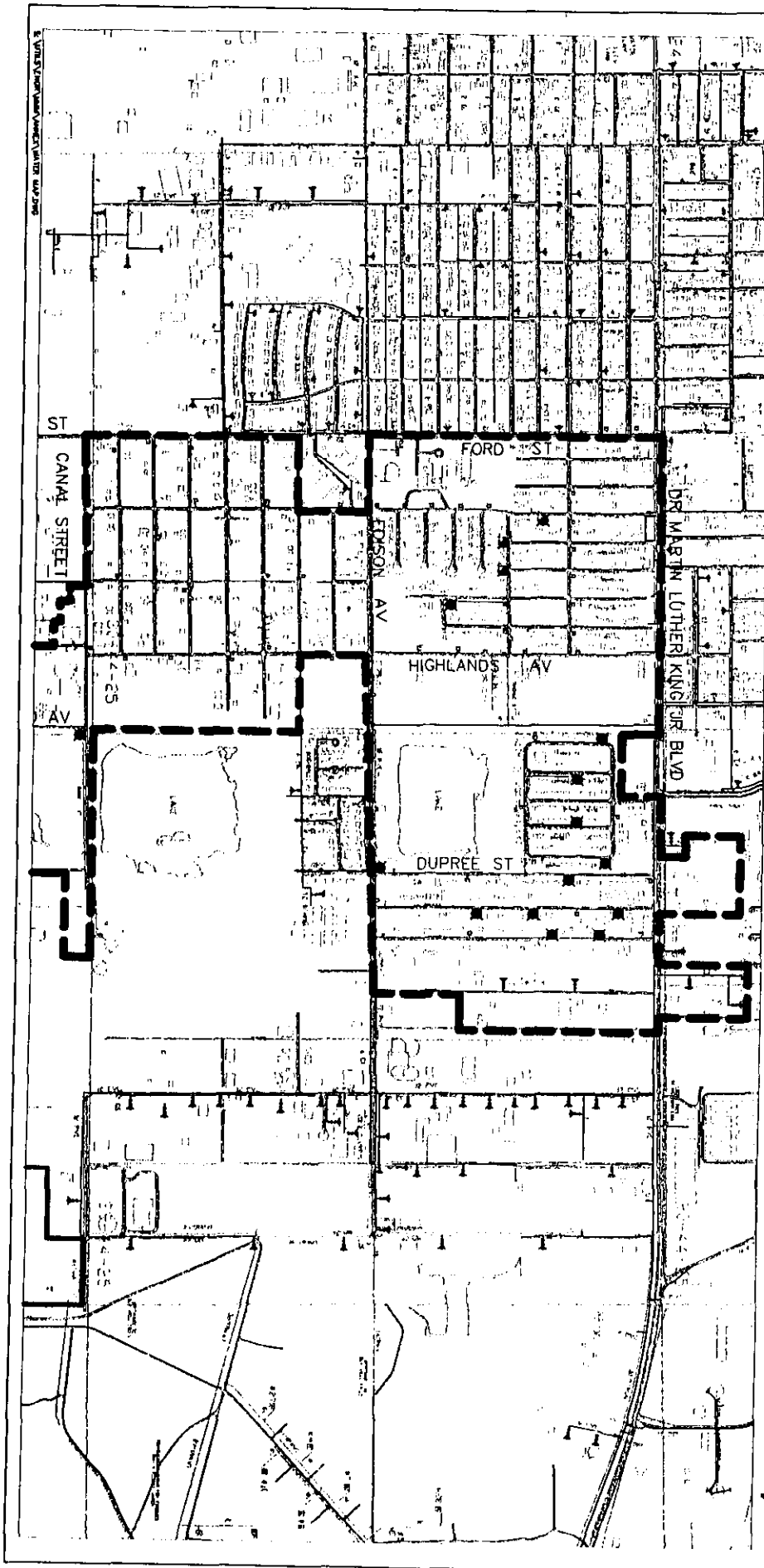
MARSH AVE

BALLARD ROAD

LUCKETT RD

- LEGEND**
- COMMERCIAL, SCHOOL, CHURCH
  - RESIDENTIAL
  - EXISTING CITY OF FORT MYERS FIRE HYDRANTS
  - PROPOSED CITY OF FORT MYERS FIRE HYDRANTS
  - PROPOSED FIRE HYDRANTS
  - PROPOSED SANITARY UTILITIES FIRE HYDRANTS
  - AMBY AREZ LAMPS

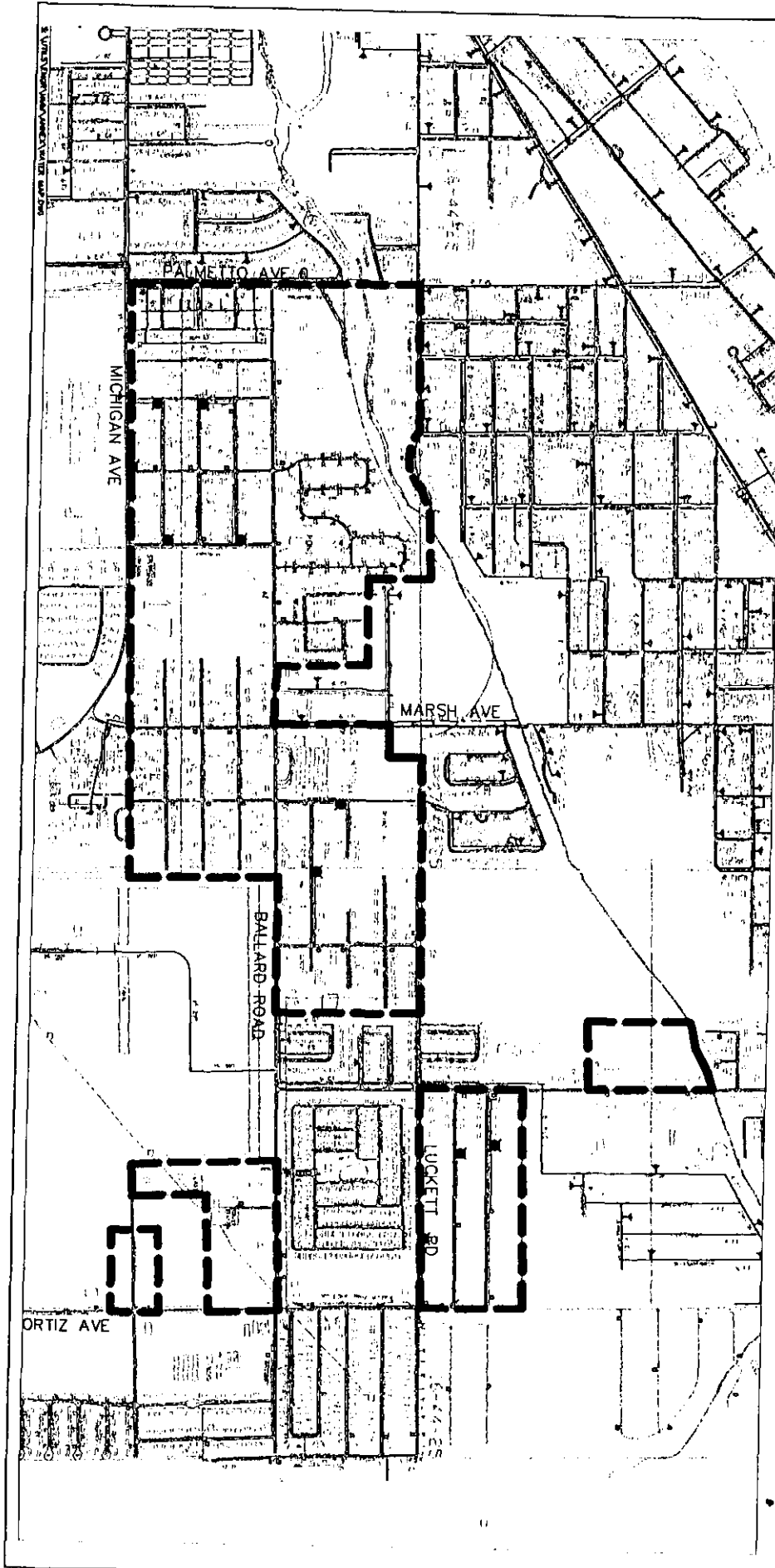
BELLE VUE AND DUNBAR ANNEXATION  
 PHASE 1 - FIRE HYDRANTS IMPROVEMENTS  
 DUNBAR AREA



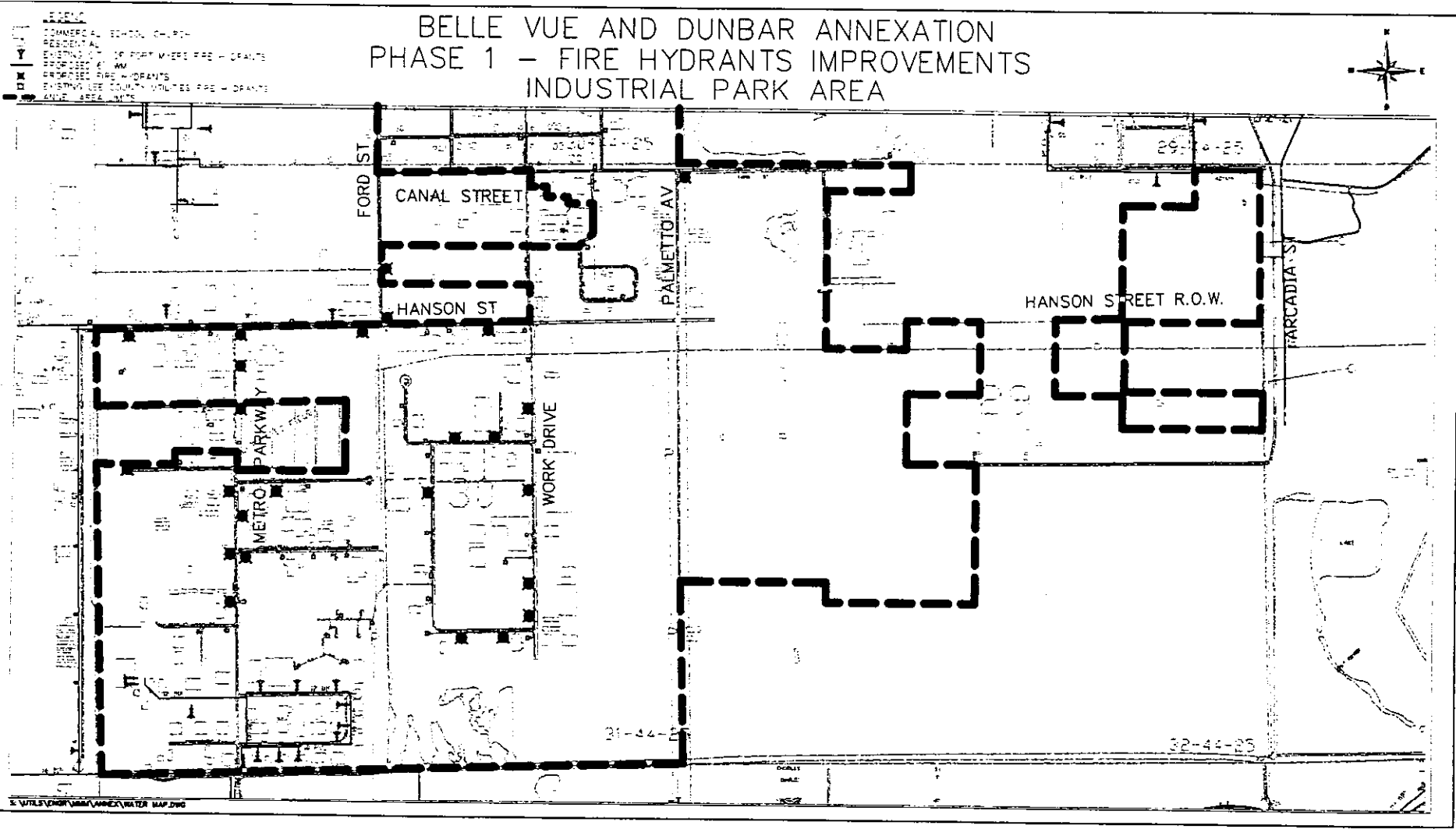
DATE: 10/15/08

- LEGEND
- COMMERCIAL, SCHOOL, CHURCH
  - EXISTING CITY OF FORT WORTH FIRE HYDRANTS
  - PROPOSED CITY OF FORT WORTH FIRE HYDRANTS
  - EXISTING LEE COUNTY UTILITIES FIRE HYDRANTS
  - ANNEX AREA LIMITS

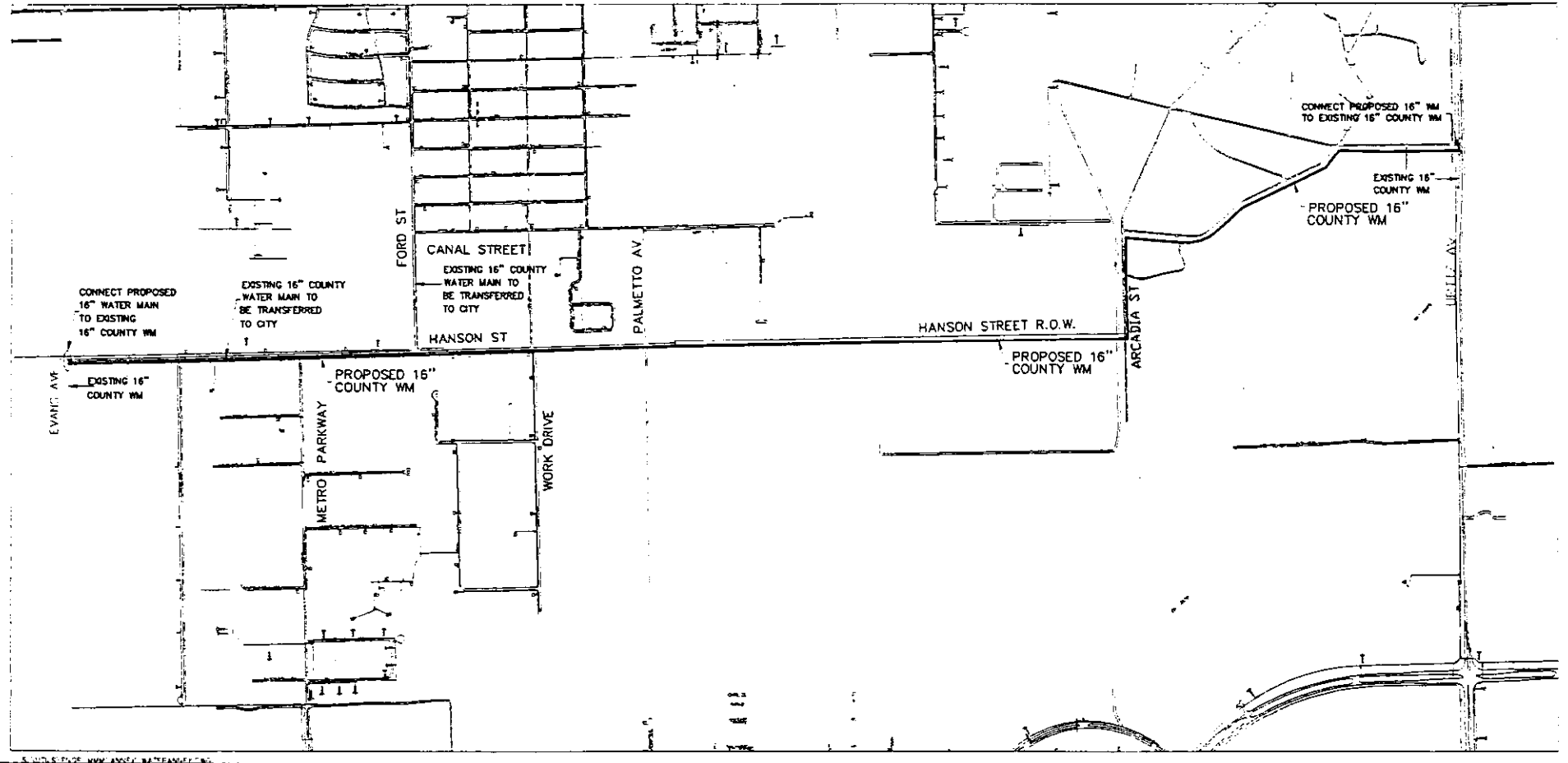
BELLE VUE AND DUNBAR ANNEXATION  
 PHASE 1 - FIRE HYDRANTS IMPROVEMENTS  
 BELLE VUE AREA



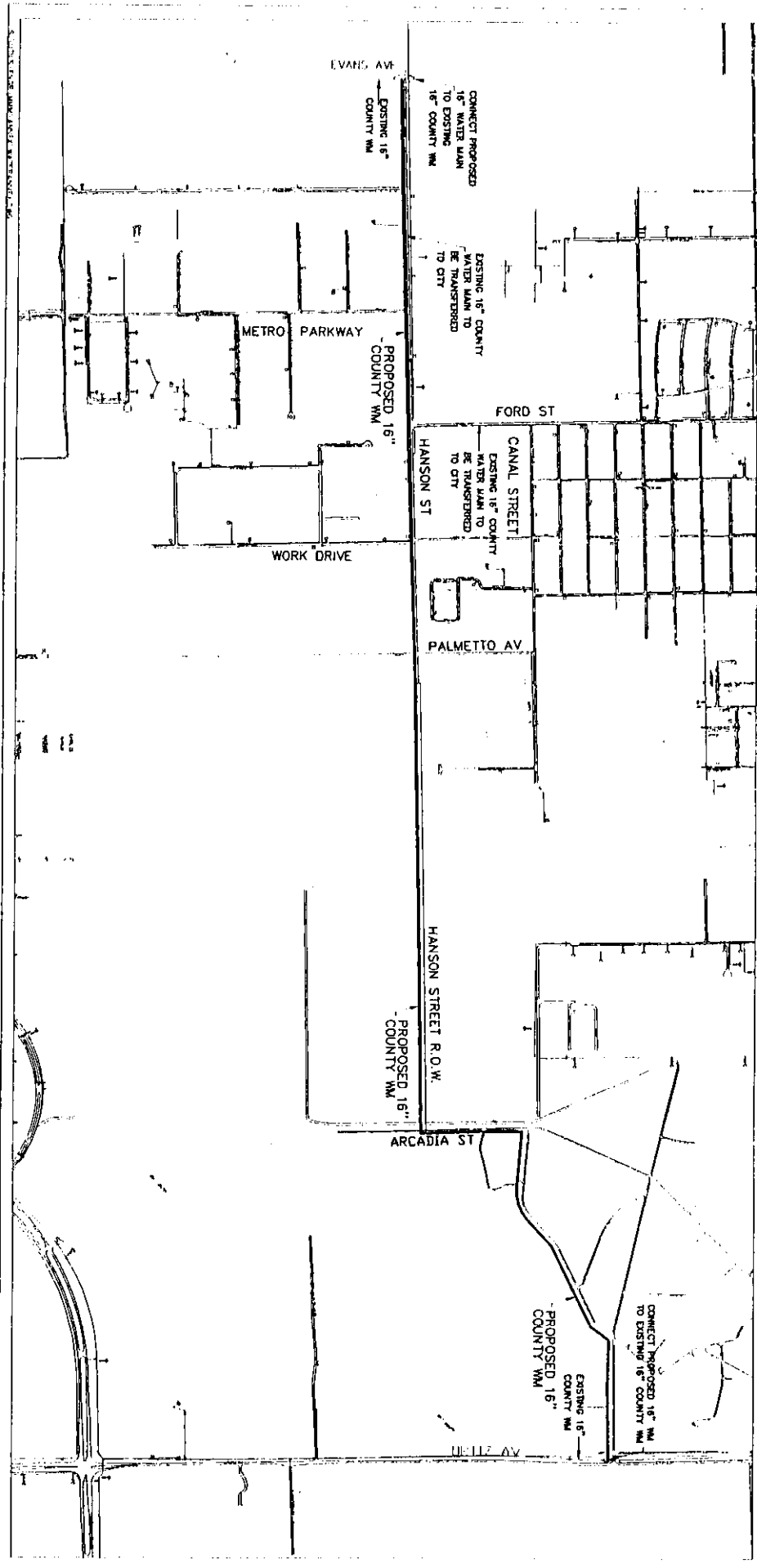
# BELLE VUE AND DUNBAR ANNEXATION PHASE 1 - FIRE HYDRANTS IMPROVEMENTS INDUSTRIAL PARK AREA



BELLE VUE AND DUNBAR ANNEXATION  
PHASE 3 - WATER SYSTEM  
NEW 16" COUNTY WATER TRANSMISSION MAIN



BELLE VUE AND DUNBAR ANNEXATION  
 PHASE 3 - WATER SYSTEM  
 NEW 16" COUNTY WATER TRANSMISSION MAIN





Revenue and Expenditure Flow  
 Revised June, 2002 for Taxable Values, Tree and Police updates  
 Revised July, 2002 for Sales Tax and Municipal Revenue Sharing  
 Revised August, 2002 for Code Enforcement and Housing

Comprehensive Draft - R  
 After 10/31/2002 - Before Council Briefings

FINANCIAL SUMMARY  
 ANNEXATION OF BELLE VUE AND DUNBAR  
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT

|   | 2003/04   | 2004/05   | 2005/06   | 2006/07   | 2007/08   | TOTALS      |
|---|-----------|-----------|-----------|-----------|-----------|-------------|
| <b>REVENUES</b>   |           |           |           |           |           |             |
| <b>ADDITIONAL REVENUES DUE TO CITY FROM ANNEXATION AND EXPANSION OF CITY'S SOLID WASTE COLLECTION</b> |           |           |           |           |           |             |
| A. City of Fort Myers Mitigation - 7.73%  | 129,771   | 129,771   | 129,771   | 129,771   | 129,771   | 648,855     |
| 1. Balance (Transfer value \$112,715.00 - Final 2002 proposed at 97%)                                 | 514,840   | 514,840   | 514,840   | 514,840   | 514,840   | 2,573,985   |
| 2. Dunbar (Transfer value \$98,291,110 - Final 2002 proposed at 88%)                                  | 87,240    | 87,291    | 91,077    | 92,888    | 94,758    | 453,562     |
| B. Municipal Franchise Sharing Adjustment (2003 Est)  | 86,818    | 86,816    | 86,816    | 86,816    | 86,816    | 433,960     |
| C. PFDL Franchise (9%)  | 144,360   | 144,360   | 144,360   | 144,360   | 144,360   | 721,860     |
| D. PFDL Public Services Tax (10%)   | 474,799   | 0         | 0         | 0         | 0         | 0           |
| E. Municipal Gas Tax Adjustment (2003 Est)  | 19,000    | 464,295   | 493,981   | 503,950   | 513,908   | 2,479,873   |
| F. See Cities Sales Tax Adjustment (2003 Est)   | 0         | 0         | 0         | 0         | 0         | 0           |
| G. Communications Services Tax  | 0         | 19,000    | 19,000    | 19,000    | 19,000    | 95,000      |
| H. Solid Waste Collection Program   | 0         | 0         | 0         | 0         | 0         | 0           |
| I. Residential - Dunbar (748 accounts X \$18/mo. X 12 mos.)   | 0         | 0         | 161,568   | 161,568   | 161,568   | 444,704     |
| 2. Residential - Belle Vue (647 accounts X \$18/mo. X 12 mos.)  | 0         | 0         | 139,752   | 139,752   | 139,752   | 419,256     |
| 3. Ten Percent Adjustment for Unincorporated Units  | 0         | 0         | 120,135   | 120,135   | 120,132   | 360,360     |
| 4. Commercial   | 0         | 0         | 26,824    | 27,233    | 27,654    | 81,711      |
| <b>POTENTIAL LOST REVENUES TO THE COUNTY</b>  |           |           |           |           |           |             |
| A. Unincorporated MSTU (Mitigation Rate 1.2114)   | (85,853)  | (95,843)  | (95,853)  | (95,853)  | (95,853)  | (479,265)   |
| B. All Hazards (Mitigation Rate 0.0733)   | (6,295)   | (6,799)   | (6,799)   | (6,799)   | (6,799)   | (28,995)    |
| C. State Sales Tax  | (263,574) | (263,265) | (403,115) | (405,174) | (417,358) | (2,008,543) |
| D. County Revenue Sharing   | (72,749)  | (74,204)  | (75,998)  | (77,202)  | (78,746)  | (379,589)   |
| E. Electrical Franchise Fees  | (26,000)  | (26,000)  | (26,000)  | (26,000)  | (26,000)  | (130,000)   |
| F. Communications Services Tax  | (19,000)  | (19,000)  | (19,000)  | (19,000)  | (19,000)  | (95,000)    |
| G. Solid Waste  | 0         | 0         | 0         | 0         | 0         | 0           |
| <b>1. Residential Code</b>  |           |           |           |           |           |             |
| a. Dunbar (Containers and Bins for 748 Single Family Homes)   | 0         | 0         | (53,153)  | (53,153)  | (53,153)  | (199,394)   |
| b. Belle Vue (Containers and Bins for 647 Single-Family Homes)  | 0         | 0         | (59,355)  | (59,355)  | (59,355)  | (172,467)   |
| c. Tipping Fee Surcharge  | 0         | 0         | (22,281)  | (22,281)  | (22,281)  | (68,189)    |
| d. Curbside Recycling   | 0         | 0         | (6,000)   | (6,000)   | (6,000)   | (18,302)    |
| e. Manpower Costs   | 0         | 0         | 0         | 0         | 0         | 0           |
| f. Fleet Costs (fuel, labor, parts, depreciation)   | 0         | 0         | 0         | 0         | 0         | 0           |
| g. Maintenance Costs (trucks, vans, tools, misc. repairs)   | 0         | 0         | 0         | 0         | 0         | 0           |
| h. Franchise Fees - Residential   | 0         | 0         | 0         | 0         | 0         | 0           |
| <b>TOTALS</b>   |           |           |           |           |           |             |
| City of Fort Myers  | 129,771   | 129,771   | 129,771   | 129,771   | 129,771   | 648,855     |
| Lee County Government   | (85,853)  | (95,843)  | (95,853)  | (95,853)  | (95,853)  | (479,265)   |
| City of Fort Myers  | 129,771   | 129,771   | 129,771   | 129,771   | 129,771   | 648,855     |
| Lee County Government   | (85,853)  | (95,843)  | (95,853)  | (95,853)  | (95,853)  | (479,265)   |
| City of Fort Myers  | 129,771   | 129,771   | 129,771   | 129,771   | 129,771   | 648,855     |
| Lee County Government   | (85,853)  | (95,843)  | (95,853)  | (95,853)  | (95,853)  | (479,265)   |
| City of Fort Myers  | 129,771   | 129,771   | 129,771   | 129,771   | 129,771   | 648,855     |
| Lee County Government   | (85,853)  | (95,843)  | (95,853)  | (95,853)  | (95,853)  | (479,265)   |
| City of Fort Myers  | 129,771   | 129,771   | 129,771   | 129,771   | 129,771   | 648,855     |
| Lee County Government   | (85,853)  | (95,843)  | (95,853)  | (95,853)  | (95,853)  | (479,265)   |

EXHIBIT "E"

EXHIBIT "E"

Revenue and Expenditure Flow  
 Revised June, 2002 for Taxable Values, Ties and Police updates  
 Revised July, 2002 for Sales Tax and Municipal Revenue Sharing  
 Revised August, 2002 for Code Enforcement and Housing

Comprehensive Draft - R  
 After 10/31/2002 - Before Council Briefings

FINANCIAL SUMMARY  
 ANNEXATION OF BELLE VUE AND DUNBAR  
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT

| Year    | Lee County Government | City of Fort Myers | TOTALS    |
|---------|-----------------------|--------------------|-----------|
| 2003/04 | 1,459,726             | (818,979)          | 640,747   |
| 2004/05 | 1,467,973             | (628,141)          | 839,832   |
| 2005/06 | 1,750,632             | (793,490)          | 957,142   |
| 2006/07 | 1,762,333             | (806,187)          | 956,146   |
| 2007/08 | 1,774,269             | (819,138)          | 955,131   |
| TOTALS  | 6,661,932             | (3,673,000)        | 2,988,932 |

2. Commercial Costs  
 a. Manpower Costs  
 b. Rent costs (fuel, labor, parts, depreciation)  
 c. Material Costs (supplies) - Start Up  
 d. Training Fees  
 e. Franchise Fees - Commercial

Revenue and Expenditure Flow  
 Revised June, 2002 for Taxable Values, Tice and Police updates  
 Revised July, 2002 for Sales Tax and Municipal Revenue Sharing  
 Revised August, 2002 for Code Enforcement and Housing

Comprehensive Draft - R  
 After 10/31/2002 - Before Council Briefings

**FINANCIAL SUMMARY  
 ANNEXATION OF BELLE VUE AND DUNBAR  
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT**

| EXPENDITURES AND COUNTY REDUCTIONS<br>IN RESPONSIBILITY (NOTED IN BRACKETS)  | 2003/04            |                       | 2004/05            |                       | 2005/06            |                       | 2006/07            |                       | 2007/08            |                       | TOTALS             |                       |
|--|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|
|  | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government |
| <b>A. Parks and Recreation</b>   |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| 1. Street Tree, Shade Tree Program, ROW Landscaping  |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| 2. Two Neighborhood Parks - Clemente and Dunbar<br>County Upgrading of Facilities<br>County Annual Maintenance of Facilities       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| <b>B. Transportation</b>   |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| 1. Repair and Maintenance of Existing Roads  | 42,000             | (12,000)              | 42,000             | (12,000)              | 42,000             | (12,000)              | 42,000             | (12,000)              | 42,000             | (12,000)              | 210,000            | (60,000)              |
| 2. Overlay of Existing Roads   |                    | 24,240                |                    | 24,240                |                    | 24,240                |                    | 24,240                |                    | 24,240                | 0                  | 121,200               |
| 3. Replacement of County Street Signs with City Street Signs<br>Reimbursement of County Expenses By City                           | 19,300             | 19,300                |                    |                       |                    |                       |                    |                       |                    |                       | 19,300             | 19,300                |
| <b>C. Solid Waste</b>  |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| 1. Residential Costs   |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| a. Dunbar (Containers and Bins for 748 single family homes)  |                    |                       | 70,750             |                       |                    |                       |                    |                       |                    |                       | 70,750             | 0                     |
| b. Belle Vue (Containers and Bins for 647 single-family homes)   |                    |                       | 61,330             |                       |                    |                       |                    |                       |                    |                       | 61,330             | 0                     |
| c. Tipping Fees  |                    |                       |                    |                       | 89,800             |                       | 89,600             |                       | 89,500             |                       | 268,800            | 0                     |
| d. Curbside Recycling  |                    |                       |                    |                       | 26,400             |                       | 26,400             |                       | 26,400             |                       | 79,200             | 0                     |
| e. Manpower Costs  |                    |                       |                    |                       | 19,675             |                       | 20,265             |                       | 20,873             |                       | 60,813             | 0                     |
| f. Fleet Costs (fuel, labor, parts, depreciation)  |                    |                       |                    |                       | 17,100             |                       | 17,100             |                       | 17,100             |                       | 51,300             | 0                     |
| g. Maintenance Costs (replace cars, bins, misc. repairs)   |                    |                       |                    |                       | 1,370              |                       | 1,370              |                       | 1,370              |                       | 4,110              | 0                     |
| h. 36 month Lease for Capital Expenditures (Front Loader, Side Loader, Stumper)  |                    |                       | 35,136             |                       | 140,544            |                       | 140,544            |                       | 105,408            |                       | 421,632            | 0                     |
| 2. Commercial Costs  |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| a. Manpower Costs  |                    |                       |                    |                       | 13,624             |                       | 14,033             |                       | 14,454             |                       | 42,110             | 0                     |
| b. Fleet costs (fuel, labor, parts, depreciation)  |                    |                       |                    |                       | 13,200             |                       | 13,200             |                       | 13,200             |                       | 39,600             | 0                     |
| c. Material Costs (dumpsters) - Start Up   |                    |                       | 40,925             |                       |                    |                       |                    |                       |                    |                       | 40,925             | 0                     |
| d. Tipping Fees  |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| 3. County Operating Expense (Reductions)   |                    |                       |                    |                       |                    | (143,789)             |                    | (146,665)             |                    | (149,596)             | 0                  | (440,052)             |
| <b>D. Housing and Code Enforcement</b>   |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| 1. Code Enforcement Services for the Annexed Areas<br>(1/4 of full time County Code Enforcement Officer Position)<br>(a) Abatement | 385,000            | (37,800)<br>(15,000)  | 280,000            | (37,800)<br>(15,000)  | 300,000            | (37,800)<br>(15,000)  | 320,000            | (37,800)<br>(15,000)  | 340,000            | (37,800)<br>(15,000)  | 1,625,000          | (180,000)<br>(75,000) |



Revenue and Expenditure Flow  
 Revised June, 2002 for Taxable Values, Ties and Police updates  
 Revised July, 2002 for Sales Tax and Municipal Revenue Sharing  
 Revised August, 2002 for Code Enforcement and Housing

**Comprehensive Draft - R**  
 After 10/31/2002 - Before Council Briefings

**FINANCIAL SUMMARY**  
**ANNEXATION OF BELLE VUE AND DUNBAR**  
**CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT**

|   | 2003/04          | 2004/05          | 2005/06          | 2006/07          | 2007/08          | TOTALS             |
|---|------------------|------------------|------------------|------------------|------------------|--------------------|
| H. Discharge  |                  |                  |                  |                  |                  |                    |
| 1. Personnel  | 0                | 0                | 0                | 0                | 109,399          | 109,399            |
| 2. Start-Up Costs (Capital Outlay)                          | 0                | 0                | 173,000          | 0                | 0                | 173,000            |
| 3. Maintenance  | 0                | 0                | 0                | 0                | 0                | 0                  |
| 4. Ongoing Commitment including Chemicals                   | 42,900           | 42,900           | 42,900           | 42,900           | 42,900           | 172,600            |
| 5. Annual Maintenance Expenses for Cleaning Canals          | 30,000           | 30,000           | 30,000           | 30,000           | 30,000           | 120,000            |
| 6. Environmental (NPDES Compliance)                         | 37,930           | 37,930           | 37,930           | 37,930           | 37,930           | 151,750            |
| 1. Bellevue (Assessed Value \$22,947,800 - Final 2002)      | 49,422           | 49,422           | 49,422           | 49,422           | 49,422           | 197,687            |
| 2. Dunbar (Assessed Value \$54,853,350 - Final 2002)        | 126,995          | 126,995          | 126,995          | 126,995          | 126,995          | 507,980            |
| Total County Reduction in Responsibilities                  | (914,562)        | (904,428)        | (477,472)        | (439,532)        | (199,877)        | (4,245,198)        |
| <b>Net Balance (Revenues Minus Expenses)</b>                | <b>(488,948)</b> | <b>(433,016)</b> | <b>(925,988)</b> | <b>(833,309)</b> | <b>(666,911)</b> | <b>(2,038,844)</b> |
| <b>Total Expenses (Including County Reduction in Resp.)</b> | <b>1,945,072</b> | <b>1,900,889</b> | <b>2,229,104</b> | <b>2,201,865</b> | <b>1,974,146</b> | <b>10,250,776</b>  |
| <b>Net Balance (Revenues Minus Expenses)</b>                | <b>(488,948)</b> | <b>(433,016)</b> | <b>(925,988)</b> | <b>(833,309)</b> | <b>(666,911)</b> | <b>(2,038,844)</b> |
| <b>TOTALS</b>   | <b>(488,948)</b> | <b>(433,016)</b> | <b>(925,988)</b> | <b>(833,309)</b> | <b>(666,911)</b> | <b>(2,038,844)</b> |

Negative Number Indicates Savings Due to Reduction in Responsibility Exceed Expenses

Revenue and Expenditure Flow  
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 Revised August, 2002 for Code Enforcement and Housing

Comprehensive Draft - R  
 After 10/31/2002 - Before Council Briefings

**FINANCIAL SUMMARY  
 ANNEXATION OF BELLE VUE AND DUNBAR  
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT**

|  | 2003/04                                      |                       | 2004/05                                      |                       | 2005/06                                      |                       | 2006/07                                      |                       | 2007/08                                      |                       | TOTALS                                       |                       |
|--|--|-----------------------|--|-----------------------|--|-----------------------|--|-----------------------|--|-----------------------|--|-----------------------|
|  | City of Fort Myers                           | Lee County Government | City of Fort Myers                           | Lee County Government | City of Fort Myers                           | Lee County Government | City of Fort Myers                           | Lee County Government | City of Fort Myers                           | Lee County Government | City of Fort Myers                           | Lee County Government |
| <b>Summary of Net Balance Figures</b>        |  |                       |  |                       |  |                       |  |                       |  |                       |  |                       |
| <b>CITY OF FORT MYERS</b>                    |  |                       |  |                       |  |                       |  |                       |  |                       |  |                       |
| Revenue                                      | 1,458,728                                    |                       | 1,467,973                                    |                       | 1,750,632                                    |                       | 1,762,333                                    |                       | 1,774,269                                    |                       | 8,211,933                                    |                       |
| Expenditures                                 | 1,945,872                                    |                       | 1,800,883                                    |                       | 2,228,104                                    |                       | 2,201,865                                    |                       | 1,974,148                                    |                       | 19,258,773                                   |                       |
| Total - (Revenues Less Expenditures)         | (488,946)                                    |                       | (433,910)                                    |                       | (477,472)                                    |                       | (439,532)                                    |                       | (199,877)                                    |                       | (2,038,844)                                  |                       |
| <b>LEE COUNTY GOVERNMENT</b>                 |  |                       |  |                       |  |                       |  |                       |  |                       |  |                       |
| Lost Revenue from the Incorporation          |  | (816,975)             |  | (826,141)             |  | (793,490)             |  | (806,167)             |  | (819,139)             |  | (3,661,932)           |
| Less Annual Expenditures to be Made          |  | (352,387)             |  | (243,087)             |  | (241,087)             |  | (238,587)             |  | (82,170)              |  | (1,347,317)           |
| Subtotal - Lost Revenues and Expenditures*   |  | (971,362)             |  | (969,228)             |  | (1,134,577)           |  | (1,044,773)           |  | (881,309)             |  | (5,009,249)           |
| Reduction in County's Financial Commitment** |  | 54,800                |  | 54,800                |  | 208,589               |  | 211,455               |  | 214,358               |  | 764,052               |
| Total  |  | (914,562)             |  | (904,428)             |  | (925,988)             |  | (833,308)             |  | (666,951)             |  | (4,245,198)           |
|  | City of Fort Myers and Lee County Government |                       | City of Fort Myers and Lee County Government |                       | City of Fort Myers and Lee County Government |                       | City of Fort Myers and Lee County Government |                       | City of Fort Myers and Lee County Government |                       | City of Fort Myers and Lee County Government |                       |
| Summary of Investment in Community           | 2,308,059                                    |                       | 2,244,078                                    |                       | 2,569,191                                    |                       | 2,440,452                                    |                       | 2,098,316                                    |                       | 11,598,093                                   |                       |

\* The Combination of Lost Revenue and Additional Expenditures will Result in a Higher Negative Number.  
 \*\* The Total of the Lost Revenue and Additional Expenditures is Reduced by the Savings Realized By No Longer Performing the Activities

LEE COUNTY  
NOTICE OF INTENT TO ADOPT AN INTERLOCAL AGREEMENT

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on Tuesday, the 7th day of January, 2003, at 5:00 o'clock, p.m., in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, will consider the adoption of an Interlocal Agreement with the City of Fort Myers relating to the annexation of the Dunbar and Belle Vue Enclaves pursuant to Chapters 125 and 163, Florida Statutes, and Chapter 98-488, Laws of Florida, as amended. The title of the proposed Interlocal Agreement is as follows:

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY  
AND THE CITY OF FORT MYERS REGARDING THE  
MUNICIPAL ANNEXATION OF THE UNINCORPORATED  
ENCLAVE COMMONLY KNOWN AS "DUNBAR" AND  
THE UNINCORPORATED ENCLAVE CONSIDERED TO  
BE ANOTHER PORTION OF THE DUNBAR ENCLAVE,  
BUT COMMONLY KNOWN AS "BELLE VUE";  
PROVIDING FOR SCOPE; PROVIDING FOR THE  
TRANSITION OF CERTAIN MUNICIPAL SERVICES;  
PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE  
AND TERMINATION DATE.**

1. Copies of this Notice and the proposed Interlocal Agreement are on file in the Minutes Office of the Clerk of Courts of Lee County. The public may inspect or copy the Interlocal Agreement during regular business hours at the Office of Public Resources. The Minutes Office and Public Resources are located in the Courthouse Administration Building, 2115 Second Street, Fort Myers, Florida. Public Resources is located on the first floor and the Minutes Office is located on the second floor of the Courthouse Administration Building.
2. Interested parties may appear at the meeting in person or through counsel, and be heard with respect to the adoption of the proposed Resolution.
3. Anyone wishing to appeal the decision(s) made by the Board with respect to any

matter considered at this meeting, will need a record of the proceedings for such appeal, and may need a verbatim record, to include all testimony and evidence upon which the appeal is to be based.

4. The Interlocal Agreement shall take effect pursuant to its terms after its adoption and execution by the Board of County Commissioners.

5. If you have a disability that will require special assistance or accommodations for your attendance at the public hearing, please call the Lee County Division of Public Resources at 335-2269 for information.

PLEASE GOVERN YOURSELF ACCORDINGLY.

The text of this Notice is in conformance with Section 125.66, Florida Statutes (2002), and other relevant sections of Florida law.

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Charlie Green, Ex-Officio Clerk  
to the Board of County Commissioners  
of Lee County, Florida

APPROVED AS TO FORM:

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

Ad Size: 2 x 5

Publishing Dates: 12/23/02 & 12/30/02



**MANAGEMENT & PLANNING COMMITTEE  
AGENDA REQUEST FORM  
COMMISSION DISTRICT #**

**PRESENTED BY:** David M. Owen, Chief Assistant County Attorney / James Lavender, Public Works Dir.  
**REQUESTED BY:** David M. Owen, Chief Assistant County Attorney / James Lavender, Public Works Dir.  
**TITLE FOR AGENDA:** Review of Proposed City of Fort Myers Dunbar / Belle Vue Annexation and Transition Interlocal Agreement

**1. DESCRIPTION & OBJECTIVE OF THE ISSUE:** Advise the Board of County Commissioners on the term, conditions and financial impacts of the proposed City of Fort Myers Dunbar / Belle Vue Annexation and Transition Interlocal Agreement, and receive further direction.

**2. PROPOSED POLICY, PROCEDURE OR PLAN OF ACTION:** Provide staff with further direction regarding the proposed Interlocal Agreement for transitioning the two enclaves to municipal levels of service if approved by the electorate on March 4, 2003.

**3. OPTIONS (List Advantages/Disadvantages of Options):**

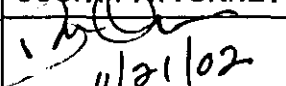
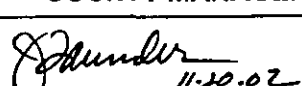
- A. Proceed to consider adoption of the Interlocal Agreement on January 7, 2003.
- B. Do not proceed to consideration of adoption of the Interlocal Agreement.

- 1. Advantages to Option A: Continues the process towards adoption of the Interlocal Agreement for the transition of services to the annexed areas as a condition precedent to the referendum on the Annexation pursuant to the Special Act.
- 2. Disadvantages to Option A: Potential loss of revenues and expenditure of County funds associated with the transition of the annexed areas.
- 3. Advantages to Option B: No potential loss of revenues nor expenditure of County funds.
- 4. Disadvantages to Option B: Continues the existence of two (2) long-standing County enclaves within the City and the associated problems with service delivery for both the City and the County.

**4. FINANCIAL IMPACTS/FUNDING SOURCE:** The County will lose certain revenues as a result of the Annexation, and, in assisting the City with funding the transition of services to the proposed annexed areas, the County will expend certain funds over a five-year "transition period". A "spread sheet" outlining the financial impacts is attached in addition to the draft Interlocal Agreement and timeline.

**5. STAFF RECOMMENDATIONS, AND JUSTIFICATION:** Staff recommends continuing the process for the adoption of the Interlocal Agreement between the City of Fort Myers and Lee County for the transition of services to the annexed areas. The City of Fort Myers will conduct the actual annexation process pursuant to the Special Act and general law.

**6. MANDATED? BY WHAT AUTHORITY?**

| COUNTY ATTORNEY   | COUNTY MANAGER  | MEETING DATE     | TIME REQUIRED |
|---|---|------------------|---------------|
| <br>11/21/02 | <br>11/20/02 | December 2, 2002 | 10 minutes    |

## SUMMARY OF DRAFT INTERLOCAL AGREEMENT

- 1-2. ➤ Public Safety
- Law Enforcement - Law enforcement services will be phased in over a period of 3 years.
    - First, the area between Dr. Martin Luther King Jr. Blvd, Canal Street, Henderson and Flint/Palmetto
    - Second, the area from Canal Street, and the North Colonial Linear Park, between the Railroad on the west and the
    - Third the Belle Vue area
    - Resources to be added to service the area include:
      - Between 6-10 police officers
      - 2 investigators
      - Between 1-2 school resource officers
      - 1 community policing coordinator
      - 4 community service aides
      - 1 records clerk
      - 6-10 fully equipped patrol units
      - 1 unmarked detective vehicle
      - 1 SIG vehicle
      - 1 Community policing vehicle
      - 1 school resource vehicle
      - 4 community service aide vehicles
      - radios, uniforms, vests and firearms, vehicle maintenance
  - Fire – The city shall assume fire service immediately upon annexation. No additional resources are necessary as the Benchmark Fire station is within 1 ½ lane miles from each of the enclaves. The City and County will split the annual obligation to the Tice Fire District, according to Florida Statutes.
3. ➤ Code Enforcement – Code Enforcement services will be phased in to mirror Police Service. Focus will be on rapid response mowing, tag and tow programs, clean-ups, code sweeps, and self initiated enforcement of the most serious violations by priority. Health and Safety, crime related, and unsafe structure abatement (per policy). Resources to be added to service the area include:
- 1-2 Officers/Inspectors
  - 1 admin clerk
  - ☐ Full unsafe structure abatement
  - derelict vehicle abatement
  - Rapid Response Capital Equipment
  - 1-2 vehicles
  - computers
- ISSUES:  
How many @ COUNTY  
STANDARDS?  
COUNTY PARTICIPATION?
- 
- Sidewalks – County will maintain sidewalks for first two years after annexation. The City will construct and maintain sidewalks after the second year.
  - Street lighting - No additional streetlights will be added during the first two years after annexation. During years 3,4 and 5, the City strive to provide 400 watt street lights every 400' (190 in Dunbar and 170 in Belle Vue)

- Housing – *The City will provide housing assistance throughout both areas.*
  - SHIP – *priority will be given in both areas by Lee County for SHIP recipients*
  - HOME – *Lee County will allocate up to 7.5% of their HOME funds for the first three fiscal years after annexation for City use to housing developers (CHDO's) for construction of affordable housing.*
- Community Redevelopment Agency – *After demolition of unsafe structures throughout the areas, the City will establish a Community Redevelopment Area to encourage investment in both neighborhoods and to utilize revenue from the neighborhoods as reinvestment for improvements.*
- Utilities – *The areas will remain on County water and sewer until such time as the City purchases the system from Lee County and completes capital projects to transfer the treatment of water and wastewater to City facilities.* *ALREADY INSTALLED FIRE HYDRANTS*
- Roads – *The County will overlay 10 streets over the five year period in the interlocal agreement (up to 60,598 square feet)*
- Roadway Signage – *Street and Traffic Control Signs will be replaced by Lee County with reimbursement from the City.*
- Solid Waste – *The City will phase in collection of solid waste from the areas over a two year period (beginning collection on 10/1/05)*
- Parks and Recreation – *There are no parks within the areas being annexed.*
- Drainage – *Lee County will clean the following ditches/canals within one year after annexation:*
  - *Ditch (Ballard to New York)*
  - *Ditch (Michigan to New York)*
  - *Zapato Canal (Ballard Road to Billy's Creek)*
  - *10 Mile Canal (N. Colonial to Hanson)*
  - *Ditch (Kutak to Hanson)*
  - *Ditch (Cargo to North Colonial)*
  - *Ditch (Work to Hanson)*
  - *Thomas Ditch (Ford to Henderson)*
  - *Ditch (Cargo To Work)*
  - *2 Ditches across Work Drive*
  - *Hanson Ditch (East to Hanson)*
  - *Lucille (Louise to Michigan)*
  - *Palmetto Canal (MLK to Edison)*
  - *Ditch (Habitat to Canal)*
  - *Palmetto Ditch (Canal to South)*

*After annexation, County will transfer ownership of canal systems within one year and assist with any title issues. + COUNTY COVER LEVEL OF MAINT. FOR ALL 5 YEARS.*

- Environmental – *County will transfer authority and permits for storm sewer/drainage issues to City.*
- Land Use and Permitting

A: *Local Government Comprehensive Plan – City will initiate amendments to Comprehensive Plan and Future Land Use Map to provide land within both enclaves development parameters. Until this is completed, the properties located within the Area will be governed by Lee County Comprehensive Plan and development regulations.*

B. *Development Review and Permitting – County will issue permits (under their development regulations) for development in annexation area until City Comprehensive Plan Amendments are found in compliance by State Department of Community Affairs.*

- *Funds Restriction – Any and all funds provided by Lee County will not be used for any other purpose or City business other than those stated in the interlocal agreement.*
- *Termination Date – Currently 10 years from effective date (however, transition of services has been developed over a 5 year term)*

[ 5, 7, 10 ] ?

DRAFT INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE CITY OF FORT MYERS REGARDING THE MUNICIPAL ANNEXATION OF THE UNINCORPORATED ENCLAVE COMMONLY KNOWN AS "DUNBAR" AND THE UNINCORPORATED ENCLAVE CONSIDERED TO BE ANOTHER PORTION OF THE DUNBAR ENCLAVE, BUT COMMONLY KNOWN AS "BELLE VUE"; PROVIDING FOR SCOPE; PROVIDING FOR THE TRANSITION OF CERTAIN MUNICIPAL SERVICES; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND TERMINATION DATE**

This Interlocal Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Fort Myers, an incorporated municipality of the State of Florida lying within Lee County, hereinafter referred to as "CITY", and Lee County, a charter county and a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "COUNTY", and, collectively, the "PARTIES" hereto.

**RECITALS**

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Florida Statutes Chapter 163, Part II, has been established to encourage and assure coordination between and among municipalities and counties, and to encourage and assure coordination of platting and development activities of units of local governments; and

WHEREAS, the Legislature of the State of Florida enacted Ch. 98-488, Laws of Florida (1998) entitled An Act relating to Lee County and the City of Fort Myers; providing for the annexation of the enclaves known as "Dunbar" and "Belle Vue" by Interlocal Agreement between the CITY and COUNTY, subject to approval by referendum; providing for procedures for adoption of the agreement and for a referendum; providing for authority for assumption of municipal service duties and transfer of infrastructure; providing an effective date (Exhibit "A"); and

WHEREAS, Ch. 98-488 authorizes the CITY and COUNTY to enter into an Interlocal Agreement subject to referendum approval for the orderly municipal annexation of areas located within a 1-mile radius of the City of Fort Myers city limits, consisting of the unincorporated enclave commonly known as "Dunbar" and the unincorporated enclave considered to be another portion of the Dunbar enclave, but commonly known as "Belle Vue"; and

WHEREAS, the areas proposed to be annexed by the CITY by Interlocal Agreement shall be shown in Exhibit "B", and hereinafter referred to as "Area".

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 and memorialize the terms and conditions under which the annexation of the "Dunbar" and "Belle Vue" enclaves, and the transition of municipal services to those enclaves, will occur.

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

**SECTION III**            **SCOPE OF AGREEMENT**

The COUNTY and the CITY hereby agree to provide and perform all obligations and duties as required and necessary to complete the transition of the municipal services as set forth herein.

**SECTION IV**            **EFFECT OF ELECTORAL APPROVAL OF THE INTERLOCAL AGREEMENT**

Upon electoral approval of this Interlocal Agreement, pursuant to referendum as provided for by law, the "Dunbar" and "Belle Vue" enclaves will, by operation of law, thereafter become and be a part of the municipality of the City of Fort Myers, and be included within its corporate limits.

**SECTION V**

**PUBLIC SAFETY**

**A. LAW ENFORCEMENT**

Law enforcement services will be phased in over a period of three (3) years. Phase-in will begin upon the date of annexation and conclude three (3) years following such date. In the first year, the first enclave to be phased in will be designated as Area 1, as shown in Exhibit "C1". In the second year, the second enclave to be phased in will be designated as Area 2, as shown in Exhibit "C2". In the third year, the third enclave to be phased in will be designated as Area 3, as shown in Exhibit "C3".

1. First Year Phase-In of Services: The CITY will be responsible to provide municipal-level law enforcement for Area 1 described as having: a northern border of Dr. Martin Luther King Jr. Blvd., a southern border of Canal Street, a western border of Ford Street, and an eastern border of Flint Drive (Exhibit "C1"). Based on the CITY's research and data, Area 1 has 703 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 1 with similar CITY core level of law enforcement services, the workload projections will require:

- a. The following additional personnel costs:

|    |  |                    |
|----|--|--------------------|
| 1) | Six (6) police officers                | \$260,933.03       |
| 2) | Two (2) investigators (Det/SIG)        | \$98,345.57        |
| 3) | One (1) School Resource Officer        | \$47,874.71        |
| 4) | One (1) Community Policing Coordinator | \$50,397.55        |
| 5) | Four (4) Community Service Aides       | \$116,992.08       |
| 6) | One (1) Records Clerk                  | <u>\$25,870.00</u> |

TOTAL: \$600,412.94

- b. The following additional vehicle costs:

|    |  |                     |
|----|--|---------------------|
| 1) | Six (6) fully equipped patrol units @ \$45,874 | \$275,244.00        |
| 2) | One (1) unmarked detective vehicle             | \$46,788.00         |
| 3) | One (1) SIG vehicle                            | \$46,788.00         |
| 4) | One (1) Community Policing vehicle             | \$25,000.00         |
| 5) | One (1) School Resource vehicle                | \$25,000.00         |
| 6) | Four (4) Community Service Aides vehicles      | <u>\$100,000.00</u> |

TOTAL: \$518,820.00

- c. The following additional costs:

- 1) Fourteen (14) sets of portable radios,



|    |  |                   |
|----|--|-------------------|
|    | uniforms, bulletproof vests and firearms -<br>est. \$6,000.00 each                 | \$84,000.00       |
| 2) | Vehicle Maintenance - \$3,000 annual x<br>14 vehicles                              | \$42,000.00       |
| 3) | Radio Fees - for fourteen (14) radios x<br>\$16.90 per radio per month x 12 months | <u>\$2,840.00</u> |
|    | TOTAL:   | \$128,840.00      |

TOTAL ESTIMATED COSTS FOR **FIRST YEAR**

**\$1,248,072.94**

2. Second Year Phase-In of Services: The CITY will be responsible to provide municipal-level law enforcement for Area 2 described as having: a northern border of Marion Street, a southern border of Michigan Avenue, a western border of Palmetto Avenue, and an eastern border of Nuna Avenue (Exhibit "C2"). Based on the CITY's research and data, Area 2 has 411 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 2 with similar CITY core level of law enforcement services, CITY data workload projections law enforcement will require:

- a. The following additional personnel costs:

|    |   |                    |
|----|---|--------------------|
| 1) | Nine (9) police Officers (added 3 to Year II)         | \$395,994.09       |
| 2) | Two (2) Investigators - (Det/SIG)                     | \$100,984.32       |
| 3) | Two (2) School Resource Officers (added 1<br>Year II) | \$96,202.32        |
| 4) | One (1) Community Policing Officer                    | \$51,753.58        |
| 5) | Four (4) Community Service Aides                      | \$119,851.40       |
| 6) | One (1) Records Clerk                                 | <u>\$26,473.48</u> |
|    | TOTAL:  | \$791,259.19       |

- b. The following additional vehicle costs:

|    |   |                    |
|----|---|--------------------|
| 1) | Three (3) fully equipped patrol units<br>@ \$45,874 | \$137,622.00       |
| 2) | One (1) School Resource Vehicle                     | <u>\$25,000.00</u> |
|    | TOTAL:  | \$162,622.00       |

- c. The following additional costs:

|    |  |              |
|----|--|--------------|
| 1) | Eighteen (18) sets of portable radios,<br>uniforms, bulletproof vests and firearms -<br>est. \$6,000.00 each | \$108,000.00 |
|----|--|--------------|

|    |  |                   |
|----|--|-------------------|
| 2) | Vehicle Maintenance - \$3,000 annual x<br>18 vehicles                              | \$54,000.00       |
| 3) | Radio Fees - for eighteen (18) radios x<br>\$16.90 per radio per month x 12 months | <u>\$3,650.00</u> |
|    | TOTAL:   | \$165,650.00      |

**TOTAL ESTIMATED COSTS FOR SECOND YEAR \$1,119,531.19**

3. Third Year Phase-In of Services: The CITY will be responsible to provide for municipal-level law enforcement for Area 3 describing as having: a northern border of Canal Street, a southern border of Warehouse Road, a western border of Palm Avenue, and an eastern border of Arcadia Avenue (Exhibit "C3"). Based on the CITY's research and data, Area 3 has 116 active occupied locations (residences and businesses) (Exhibit "D"). In order to implement a smooth transitional phase-in which will provide Area 3 with similar CITY core level of law enforcement services, CITY data workload projections law enforcement will require:

a. The following additional personnel costs:

|    |  |                    |
|----|--|--------------------|
| 1) | Ten (10) Police Officers (added 1 to Year III)         | \$449,140.94       |
| 2) | Two (2) Investigators (Det/SIG)                        | \$103,701.82       |
| 3) | Two (2) School Resource Officers<br>(added 1 Year III) | \$98,749.14        |
| 4) | One (1) Community Policing Officer                     | \$53,149.73        |
| 5) | Four (4) Community Service Aides                       | \$122,712.64       |
| 6) | One (1) Records Clerk                                  | <u>\$27,093.00</u> |
|    | TOTAL:   | \$854,547.27       |

b. The following additional vehicle costs:

|    |   |                    |
|----|---|--------------------|
| 1) | One (1) fully equipped patrol unit @ \$45,874 | <u>\$45,874.00</u> |
|    | TOTAL:  | \$45,874.00        |

c. The following additional costs:

|    |   |                   |
|----|---|-------------------|
| 1) | Nineteen (19) sets of portable radios,<br>uniforms, bulletproof vests and firearms -<br>est. \$6,000 each | \$114,000.00      |
| 2) | Vehicle Maintenance - \$3,000 annual x<br>19 vehicles   | \$57,000.00       |
| 3) | Radio Fees - for nineteen (19) radios x<br>\$16.90 per radio per month x 12 months                        | <u>\$3,853.00</u> |

TOTAL:\$174,853.00

TOTAL ESTIMATED COSTS FOR **THIRD YEAR** **\$1,075,274.27**

4. Total projected costs for law enforcement annexation: \$3,442,878.40

B. FIRE

The CITY shall be responsible for providing fire and rescue services to the annexed "Area" upon approval by the governing bodies of the CITY and COUNTY, and a subsequent favorable vote of the electorate of this Interlocal Agreement. Pursuant to Ch. 88-545, Laws of Florida, repealing subsection (4) of Section 2, Ch. 76-410, Laws of Florida, the CITY has the lawful authority to annex those portions of the Tice Fire District which are included in the annexed "Area".

The parties involved in the transition of fire services for the Dunbar and Belle Vue enclaves (City of Fort Myers and Tice Fire District), will follow the provisions of Florida law as set out at Section 171.093(4), F.S., for the transition of fire services from the Tice Fire District to the City of Fort Myers.

The County will share the statutory costs with the CITY for the CITY's and Tice Fire District's fire service transition, on a 50% - 50% basis for the four years as set out in Section 171.093(4), Florida Statutes.

**SECTION VI**      **CODE ENFORCEMENT**

The CITY shall be responsible for providing code enforcement services to the annexed "Areas" upon approval by the governing bodies of the CITY and COUNTY, and a subsequent favorable vote of the electorate of this Interlocal Agreement. Code Enforcement will mirror Law Enforcement's Phase-In of Services plan and associated geographic boundary Areas within this Interlocal Agreement.

A. CODE ENFORCEMENT FOR ANNEXED "AREAS"

1. Goals: The CITY's code enforcement goals for the annexed "Areas" are as follows:
  - a. To create safe, attractive residential and business neighborhoods.
  - b. Assist the community in building pride, responsibility and involvement.
  - c. Improve property values and the quality of life.

2. Methods to Achieve Goals

- a. Eliminate all unsafe structures
  - 1) Securing of typical buildings will be performed by the CITY's Rapid Response Team within seventy-two (72) hours of complaint.
  - 2) If uncontested, the CITY can demolish an unsafe structure ninety (90) days after identification and proper notice.
- b. Enforcement maintenance standards: code enforcement is dispatched within two (2) hours to respond to complaints.
- c. Manage overgrown properties with Rapid Response Team: Typical overgrown lots will have trash removed, tree limbs cut to six (6) foot, and overgrowth cut to four (4) inches by the CITY's Rapid Response Team. Response is scheduled upon return receipt of 10-Day Notice postcard.
- d. Aggressive tag and tow program. Vehicles are targeted to be removed within three (3) weeks.
- e. Coordinate clean-up programs.
- f. Rental Property licensing and enforcement.

3. Implementation Schedule

- a. Code Sweeps - Street by street, in phases. Assessment, public education and community outreach.
- b. Self-Initiated Enforcement of most serious violations by priority. Health and safety,

crime-related, unsafe structure abatement, etc..  
(Per Policy)

- c. Complaint Response - Most common violations: abandoned vehicles, trash and debris, wild growth, property maintenance, licenses and permits, etc..

**B. ANNUAL OPERATING RESOURCES**

- 1. Resources and Costs: In order to implement a smooth transition which will provide the annexed "Area" with similar CITY core level code enforcement services, the goals and implementation of those goals will require the following resources and costs:

- a. Annual Personnel Costs:

|   |              |
|---|--------------|
| One (1) FACE Certified Code Violation Officer | \$ 35,000.00 |
| One (1) State Certified Building Inspector    | \$ 50,000.00 |
| One (1) Support Admin. Clerk                  | \$ 30,000.00 |
| Other Admin. Mgmt. Costs                      | \$ 10,000.00 |

**Total Annual Personnel Costs: \$ 125,000.00**

- b. Other Annual Operating Costs:

|                                      |              |
|--------------------------------------|--------------|
| Unsafe Structure Abatement           | \$ _____     |
| Derelict Vehicle (Boat Tipping Fees) | \$ 10,000.00 |
| Vehicle / Equipment Maintenance      | \$ 10,000.00 |
| General Operating Costs Percentage   | \$ 20,000.00 |

**Total Other Annual Operating Costs: \$ \_\_\_\_\_**

- c. Initial One Time Start-Up Costs:

|                                  |              |
|----------------------------------|--------------|
| Rapid Response Capital Equipment | \$ 70,000.00 |
| Officer / Inspector Vehicles (2) | \$ 40,000.00 |
| Computers (3)                    | \$ 10,000.00 |

**Total One Time Start-Up Costs: \$120,000.00**

- 2. Five Year Protection: (Including 08% Increase in Annual Costs / Year)

|             |               |
|-------------|---------------|
| First Year  | \$ 385,000.00 |
| Second Year | \$ 280,000.00 |
| Third Year  | \$ 300,000.00 |
| Fourth Year | \$ 320,000.00 |
| Fifth Year  | \$ 340,000.00 |

**TOTAL FIVE YEAR PROJECTION COSTS:** \$ \_\_\_\_\_

NOTE: Budget Does Not Include Equipment / Vehicle Replacement Costs.

3. Lee County Contributions Needed for Unsafe Structure Abatement:  
\$ \_\_\_\_\_ Per Year for Five (5) Years.

**SECTION VII                      SIDEWALKS, STREET LIGHTING, HOUSING**

**A.      SIDEWALKS**

1.      a.      For maintenance purposes, the COUNTY will maintain the sidewalks in the enclave areas for the first and second year after annexation. The COUNTY'S current service level for the cost of sidewalk repair and maintenance for the Dunbar/Belle Vue area is estimated at a not-to-exceed amount of \$2,000.00.
- b.      In the third, fourth and fifth year after annexation, new sidewalks will be constructed by the CITY. The CITY will be responsible for all new construction and all maintenance on existing and new sidewalks in the same manner as sidewalks are presently constructed City-wide.
2.      The COUNTY does not provide new sidewalks on a retrofit basis except through the Bicycle/Pedestrian Advisory Committee.

**B.      STREET LIGHTS**

1.      The installation of street lights will be phased in over a period of five (5) years. Phase-in will begin upon the date of annexation and conclude five (5) years following such date.
  - a.      The CITY will provide maintenance to all lighting systems within the area, at the current service level for the first two (2) fiscal years after annexation, with no additional street lights added.

b. In the third, fourth and fifth fiscal year after annexation, the CITY will install 400-watt street lights spaced at a minimum of 400 feet apart.

1) In the annexed area of Dunbar, the CITY will install a total of 190 additional street lights over the third, fourth and fifth year after the annexation.

2) In the annexed area of Belle Vue, the CITY will install a total of 170 additional street lights over the third, fourth and fifth year after the annexation.

2. COUNTY does not provide area street lighting as a core service.

### C. HOUSING

1. SHIP FUNDING - Grant funds are provided by the State of Florida on an annual basis to Lee County Human Services for housing rehabilitation. Upon annexation of the "Area", the Dunbar and Belle Vue enclaves will remain eligible to receive SHIP funding from Lee County for three years - FY 2003-04, FY 2004-05, and FY 2005-06. The COUNTY will give priority to the "Area" in determining SHIP fund allocation. Beginning FY 2006-07, the "Area" shall apply to the City of Fort Myers for SHIP funding.

*\* 2. City will examine use of federal funding for Enhancement*

2. COMMUNITY REDEVELOPMENT AGENCY (CRA)-The CITY will establish a Community Redevelopment Area pursuant to Chapter 163, Part III, Florida Statutes, in the annexed "Area", after demolition by the CITY's Code Enforcement Department of any and all unsafe structures. The CRA will use tax increment finance revenues generated from the Community Redevelopment Area for continued improvement of the "Area", if taxable values increase to the extent that such revenues are generated. The COUNTY agrees to provide for the funding of the redevelopment trust fund for the above-referenced Community Redevelopment Area to the extent permitted by law, as provided in Chapter 163.387(1)(b), Florida Statutes.

3. HOME FUNDS-Contingent on the availability of HOME funds, Lee County will allocate 7.5% of future HOME funds for three (3) years, FY 2003-2004, FY 2004-2005 and FY 2005-2006, if the electorate approves the Interlocal Agreement.

a. Provisional funding.

- 1) Lee County will distribute the funds directly to the CITY on an annual basis in January for the fiscal years stated above.
- 2) The CITY agrees to, shall, and will, use the funds for eligible HOME Community Housing Development Organizations (CHDO) activities.
- 3) The CITY shall provide the funds to an eligible CHDO.
- 4) The CITY shall use any and all interest earned on HOME funds for eligible HOME CHDO activities.
- 5) The CITY shall comply with all applicable HOME and OMB Circular regulations.
- 6) The CITY agrees to and shall indemnify and hold the COUNTY harmless if HUD or an independent auditor determines that the HOME funds given to the CITY were not spent in compliance with the HOME and OMB Circular regulations.
- 7) The CITY shall pay the COUNTY an amount equal to any funds asked to be repaid by HUD or an independent auditor.
- 8) The CITY shall provide the COUNTY with any annual activities report and the portion of the CITY's annual independent audit that relates to the above HOME funds.
- 9) The CITY shall conduct any short and/or long term monitoring responsibilities; and all eligible activities must comply with 24 CFR Part 92.201.a.2 which states:  
"The participating jurisdiction (Lee County) may only invest its HOME funds in eligible projects within its boundaries, or in joint projects within the boundaries of contiguous local jurisdictions which serve residents from both jurisdictions."
- 10) The CITY and COUNTY will enter into a HOME contract in order to receive these funds, pursuant to 24 CFR Part 504.



**SECTION VIII      UTILITIES**

- A. Lee County Utilities (LCU) is a separate enterprise within Lee County government funded from utility revenues and does not subsidize the Lee County general fund. LCU currently provides water and wastewater utility service to areas within the City of Fort Myers, as well as in unincorporated Lee County. Annexation of the "Area", which is presently served by LCU, will not affect the water and wastewater utilities.
- B. At any time following annexation, CITY may acquire the COUNTY'S water and wastewater utilities at the then applicable costs.
- C. Transition Plan

LCU will continue to own, operate and maintain the water and sewer utility system within the "Area" during the transition. However, and if desired by the CITY as an option, the CITY may impose the statutorily authorized water/wastewater utility franchise fee of up to five percent (5%) of gross revenues within the CITY's "Area", which would be added to the CITY'S customer's utility bills by the County.

D. Wastewater Utility Transition Options

- 1. LCU will continue to own and operate the wastewater utility system within the annexed "Area". The level of service and rates provided by the COUNTY and CITY are similar.
- 2. The CITY purchases the wastewater utility system assets and customer base located within the annexed "Area", as marked in Exhibit "E" from LCU (using the same methodology used in Precinct 51 purchase) for \$1,148,523.00, escalated by CPI index on an annual basis after the implementation of this Agreement. An additional \$40,000.00 would be incurred by the CITY to upgrade the system to their SCADA system, for a total cost of \$1,188,523.00 if the option is exercised in the first year of the Agreement. The CITY and COUNTY shall share the electricity costs of the Ballard Road Master Pump Station based on their number of connections served by the master pump station. The CITY shall perform all other operations and maintenance for the wastewater utility after the CITY'S purchase of the infrastructure.

E. Water Utility Transition Options

1. LCU will continue to own and operate the potable water utility system within the annexed "Area". The level of service and rates provided by the COUNTY and CITY are similar.
2. The CITY purchases the potable water utility system assets and customers base located within the annexed "Area" from LCU (including mains, distribution system, appurtenances, and customer accounts). The CITY shall provide at their cost, the necessary construction to physically disconnect the potable water system in the annexed "Area" from LCU and connect to the CITY's water system. The CITY shall provide necessary easements to the COUNTY, and pay the COUNTY to construct a new LCU 16" water transmission main to replace the existing 16" transmission main transferred to the CITY as part of the purchase, in accordance with the attached conceptual drawing, Exhibit F, hereto. The cost to the CITY is estimated to be \$2,626,080.00 escalated by the CPI index on an annual basis after the implementation of this Agreement. The CITY's construction costs are estimated to be \$1,002,949.00 for a total cost to the CITY of \$3,629,029.00, if the option is exercised in the first year of the Agreement.
3. The CITY purchases the potable water utility distribution system and retail water customer base and provides retail utility services (including distribution piping, meters and customer service) within the annexed "Area". LCU will retain ownership of the 16" transmission main system in the annexed "Area". Potable water will then be supplied to the annexed "Area" by the COUNTY under a wholesale arrangement. The cost for the CITY to purchase the retail water utility customer base is \$626,080.00, escalated by the CPI index on an annual basis after the date of this Agreement. The CITY will pay a monthly wholesale potable water fee, to the COUNTY, based on the combined retail potable water usage, plus ten percent (10%) allocation for leakage, and the COUNTY's then existing wholesale potable water rate.

## SECTION IX      ROADS, PAVEMENT, CURBS

### A.      Roads to be Overlaid

1.      Upon annexation of the Area, the COUNTY will continue the Overlay Program within the enclaves of Dunbar and Belle Vue for a period of five (5) years.

- a. Ten (10) streets have been identified as requiring resurfacing during the five (5) years of this Interlocal Agreement. The COUNTY agrees to resurface ten streets, or the equivalent square yard area (60,598 yd.<sup>2</sup>) on any of the proposed annexed streets, as agreed to by the CITY and the COUNTY, over this five-year period. The COUNTY may choose to provide the equivalent cost for the resurfacing based on the most current asphalt prices from the COUNTY resurfacing contract.
  - b. The CITY will be responsible for all other street maintenance, overlays, resurfacing, etc..
2. The CITY will assume responsibility of the Overlay Program at the beginning of the sixth year after annexation.

B. Street and Traffic Control Signs

1. Upon annexation of the Area, the COUNTY will replace the COUNTY's street signs with CITY street signs. The CITY agrees to pay the COUNTY \$19,300.00 for changing and replacing the signs.

2. Upon annexation of the Area, the CITY will maintain the traffic control signs in the Dunbar and Belle Vue enclaves at the CITY's expense.

## SECTION X            SOLID WASTE

The CITY will phase in the collection of solid waste from the "Area". Two (2) years after annexation, beginning October 1, 2005, the CITY will be solely responsible for the collection of solid waste in the Area.

The COUNTY will continue to charge customers in the Area for Solid Waste services in the same manner as the unincorporated COUNTY through FY 2005 (9/30/2005).

## SECTION XI            PARKS AND RECREATION

### A.      Recreation Programming

Neither the CITY nor COUNTY operate direct recreation programming within the proposed annexation Area. The residents of this Area are served through programs offered at the Stars Complex and programs offered at other CITY or COUNTY facilities. Neither entity excludes on the basis of residency, so the population of these areas would continue to be served with no changes or additional costs. Additionally, residents would continue to have access to all other CITY and COUNTY facilities and programs.

## SECTION XII            DRAINAGE & ENVIRONMENTAL

### I.      Cleaning of Drainage Structures

#### A.      Cleaning:

The COUNTY will perform a COUNTY Core Level of Service (CCLOS) maintenance event / cleaning of all necessary Municipal Separate Storm Sewer System (MS4) components, canals and ditches within the first year after passage of the referendum. Those MS4 systems, canals and ditches are:

1.      Ditch from Ballard Road to New York Avenue  
            Co. No. (439, partial) CCLOS: Clean and Reshape
2.      Ditch @ Michigan Avenue to New York  
            Co. No. (438, partial) CCLOS: Clean and Reshape
3.      Zapato Canal, North from Ballard Road to Billy's Creek  
            Co. No. 474, CCLOS: NCM \*
4.      10 Mile Canal, North from N. Colonial to Hanson Street

- Co. No. 1730, CCLOS: Spray and Mow
- 5. Ditch East of Kutak Lane N. to Hanson Street  
Co. No. 929, CCLOS: NCM
- 6. Ditch @ Cargo Street, S. to North Colonial W/w  
Co. No. 937, CCLOS: Clean and Reshape
- 7. Ditch East of Work Drive, S. from Hanson to N. Colonial W/w  
Co. No. 936, CCLOS: Clean and Reshape
- 8. Thomas Avenue Ditch, East from Ford Street to Henderson  
Co. No. 533, CCLOS: Clean and Reshape
- 9. Ditch between Cargo Street & Work Drive, runs East & West  
Co. No. 932, CCLOS: Clean and Reshape
- 10. 2 Ditches, running East & West across Work Drive  
Co. Nos. 934, 935, CCLOS: Clean and Reshape
- 11. Hanson Ditch, Runs East then North to Hanson Avenue  
Co. No. 926, CCLOS: Clean and Reshape
- 12. Lucille Swale, between Louise & Michigan Avenue  
Co. No. 472, CCLOS: Mow
- 13. Palmetto Canal, from MLK Blvd. South to Edison Avenue  
Co. No. 532, CCLOS: Clean and Reshape
- 14. Ditch from Habitat for Humanity to Canal Street  
Co. No. 1788, CCLOS: NCM
- 15. Palmetto Ditch, North from Canal St. to South St.  
Co. No. 511, CCLOS: Clean and Reshape

\* = Home Owner Association Maintained  
 NCM = Not County Maintained

- B. The COUNTY will transfer to the CITY, all of the ownership rights, title and interest that the County holds in the above canal systems within the first year following the implementation of this Interlocal Agreement. The COUNTY agrees to conduct ownership and encumbrance (O&E) searches and reports for the subject properties prior to the issuance of County deeds or easements for the properties, and will provide copies of said reports to the CITY along with the deeds or easements, as appropriate. For those parts or portions of the canal system(s) where the COUNTY holds no legal ownership, the PARTIES will act in concert to determine such ownership, and the COUNTY will assist the CITY in obtaining any easements the CITY determines necessary for the integrated maintenance of its drainage system. If there are any costs associated with the CITY'S obtaining any such necessary easements other than CITY and/or COUNTY staff time, the PARTIES will meet upon that occasion for the purpose of determining any sharing of those costs.

- C. The CITY will be responsible for all other drainage structures' maintenance and cleaning.

**SECTION XIII ENVIRONMENTAL ISSUES**

1. The COUNTY will provide a map and written text description of the annexed Area as required by Florida Administrative Code (FAC) Chapter 62-624.700; Transfer of Operational Authority. Coordination for this transfer of authority shall occur on the Second Thursday of each month for twelve (12) months after execution of this Agreement, or until completed.
2. The COUNTY will provide the CITY with any incidental MS4 information associated with the Area, including; but not limited to, prior drainage studies, retrofit projects, maps or other hydrologic data obtained by any means, as well as the information required by FAC 62-624.600 2.(d) 1.a,c,d,e,g,h,l,m,o, and p.; and 62-600-2.(d), 2.(h) 2.a, as may be required by permit.
3. The COUNTY will provide the CITY with all data collected by the COUNTY regarding the Area as required by the Environmental Protection Agency's (EPA) and Department of Environmental Protection (DEP) Permit No. FLS 000035, both electronically and hard copies, including, but not limited to: Maps of the Municipal Separate Storm Sewer System (MS4), Major Outfall locations and inspections, Minor Outfall locations and inspections, receiving water bodies and their classifications, dry weather field screening records, high risk industrial facility inspections, illicit connection information and a listing of structural controls by type.
4. The transfer of all other Federal, State, or Local permits, including, but not limited to, permits issued by the Corps of Engineers, South Florida Water Management District and/or the DEP will occur during the first year of the implementation of this Agreement. Coordination meetings for any such transfers shall occur on the Second Thursday of each quarter at a time mutually agreeable to both PARTIES. Such permits to be transferred are those as listed below:

The COUNTY holds no other permits, except those as described in C.1, 2, and 3 above.

**SECTION XIV LAND USE AND PERMITTING**

- A. Local Government Comprehensive Plan

1. Upon annexation of the Area, the CITY will initiate all appropriate amendments to its local government comprehensive plan to assign land use designations to the properties annexed.
2. Until such time as the CITY local government comprehensive plan amendment(s) are adopted and become effective, the land use designations and the associated goals, objectives and policies as contained in the adopted Lee County Comprehensive Plan shall remain in full force and effect and apply to all properties located in the Area.

**B. Development Review and Permitting**

1. Until such time as the CITY local government comprehensive plan amendment(s) are adopted and become effective, the COUNTY will continue to accept, review and make determinations on all permits for development proposed in the Area.
2. In reviewing and making determinations for all permit applications, the COUNTY will apply the land use designations and goals, objectives and policies as included in the adopted Lee County Comprehensive Plan.
3. Immediately upon the effective date of the amendments to the CITY comprehensive plan, all acceptance, review and determinations for permit applications within the Area will become the responsibility of the CITY.

**SECTION XV FUNDS RESTRICTION**

The CITY agrees that any and all funds received from the COUNTY under this Interlocal Agreement will not be used for any other purpose or CITY business other than for those stated in the Interlocal Agreement.

**SECTION XVI AMENDMENTS**

Upon filing of the Interlocal Agreement with the Clerk of the CITY and the Clerk of the Courts for the COUNTY, neither the CITY nor COUNTY shall make any amendments, revisions or changes to the terms and conditions of this Agreement prior to the public hearing for consideration of adoption.

**SECTION XVII 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 the CITY, at the Office of the Mayor.

**SECTION XVIII      CONSTRUCTION**

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

**SECTION XIX      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 by Florida Statutes.

**SECTION XX      SEVERABILITY**

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless remain in full force and effect.

**SECTION XXI      EFFECTIVE DATE**

This Agreement shall become effective on October 1 following approval by the governing bodies of both the CITY and COUNTY, and a subsequent favorable vote of the electorate as provided for in ' 171.0413, F.S.

**SECTION XXII      TERMINATION DATE**

The Agreement shall terminate upon the completion of all obligations of both CITY and COUNTY herein, or ten (10) years following the effective date, whichever first occurs.



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

ATTEST:

CITY OF FORT MYERS

By: \_\_\_\_\_  
City Clerk

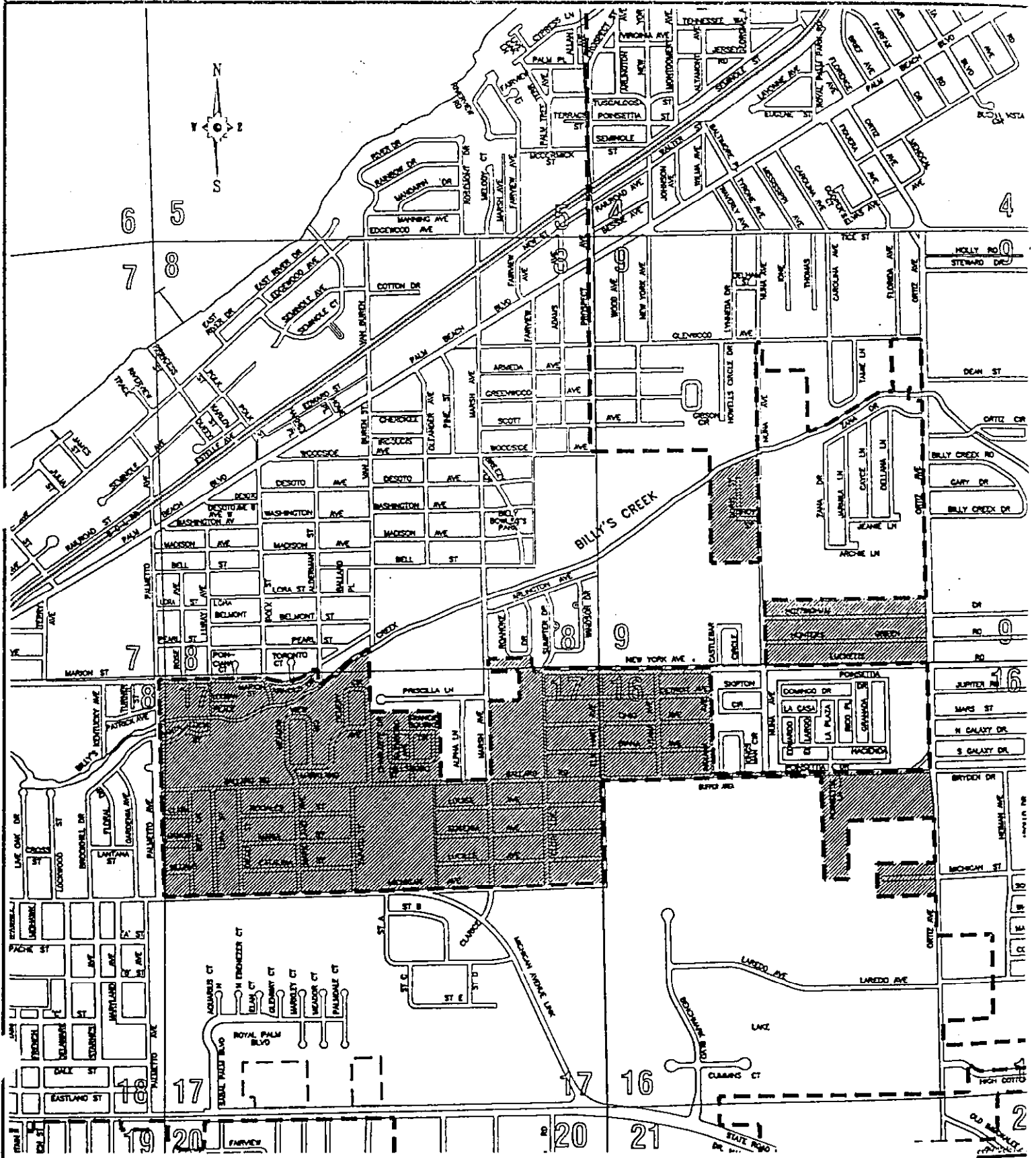
By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM BY:

By: \_\_\_\_\_  
City Attorney

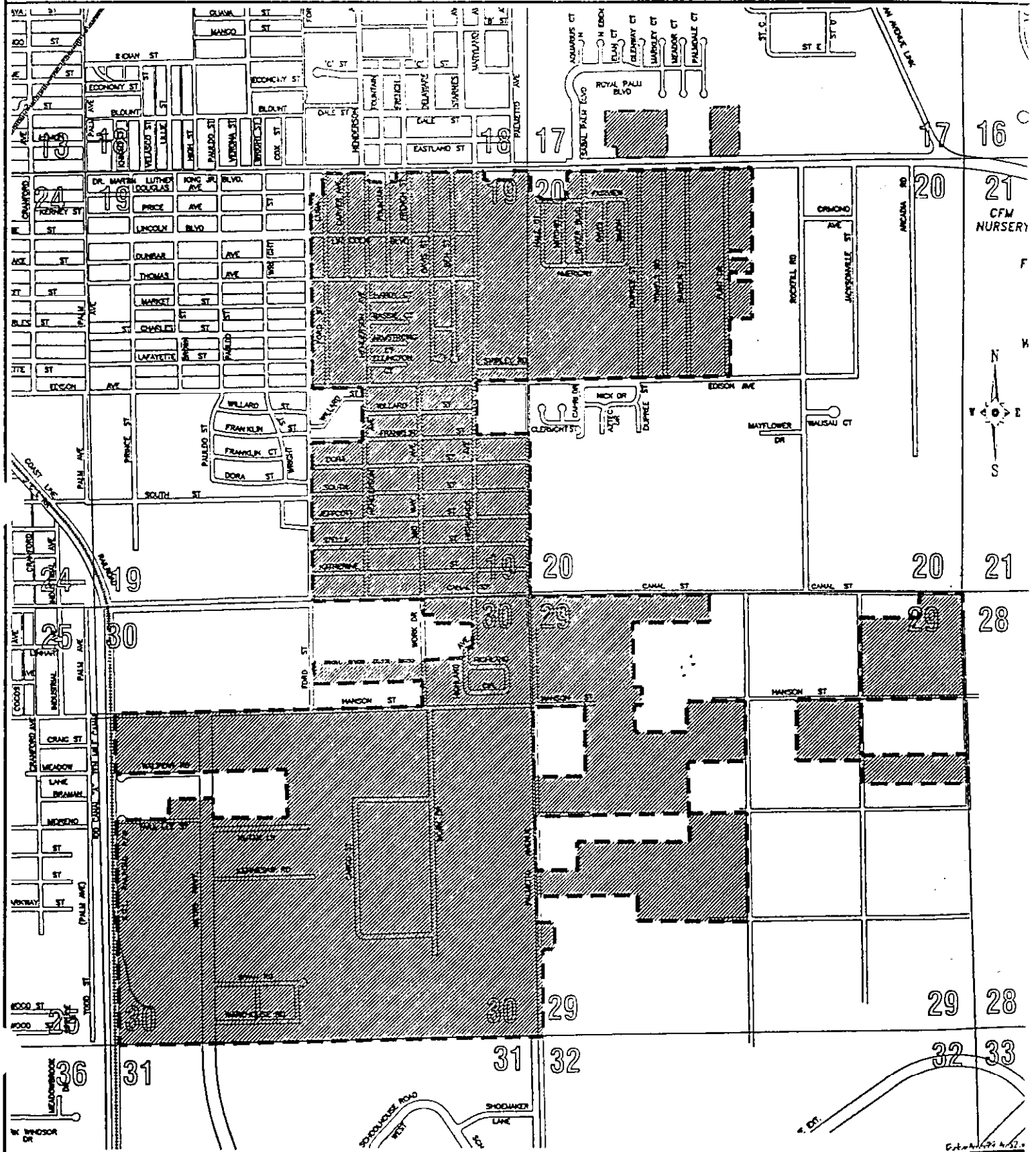
# "Area One" Belle Vue

Sections 8, 9, 16 & 17, T.44 S., R.25 E.  
Lee County, Florida



# "Area Two" Dunbar

Sections 17, 19, 20, 29 & 30, T.44 S., R.25 E.  
Lee County, Florida



C.A. 1974-8-21

DUNBAR/BELLEVUE ANNEXATION TIMETABLE

## Dunbar/Bellevue Annexation Timeline

| Date               | Action  |
|--------------------|---|
| November 12, 2002  | City Council Special Meeting  |
| November 18, 2002  | City Council Meeting - vote on referendum (citywide -v- enclave only) resolution and resolution for ballot language<br><i>[Enclaves only APPROVED by City Council 11/18/02] *</i> |
| * December 2, 2002 | Lee County M&P (FYI) discussion on interlocal <i>(REQUEST SPL. P.H. for 1/7/03)</i>   |
| December 3, 2002   | Referendum and Ballot language deadline for Philinda Young  |
| December 10, 2002  | Meet with public (PR push)  |
| December 11, 2002  | Meet with public (PR push)  |
| December 11, 2002  | Planning Board Meeting  |
| December 12, 2002  | Meet with public (PR push)  |
| December 16, 2002  | City Council meeting - permission to advertise first public hearing for the annexation ordinance - subject to interlocal  |
| December 16, 2002  | City Council Meeting - permission to advertise <u>first public hearing for interlocal</u>   |
| January 6, 2003    | City Council Meeting - Public hearing - <u>adopt interlocal agreement</u>   |
| January 6, 2003    | City Council Meeting - 1st Public hearing/perm to advertise second public hearing on Ordinance  |
| * January 7, 2003  | <u>Lee County BOCC - adopt interlocal</u> <i>(SPL PUBLIC HEARING)</i>   |
| January 21, 2003   | City Council Meeting - 2nd public hearing - adopt Annexation Ordinance  |
| February, 2003     | Hold public outreach meetings re: interlocal agreement  |
| March 4, 2003      | <u>Referendum on Interlocal</u>   |
| March 14, 2003     | Referendum Ordinance can become effective   |

BELLE VUE / DUNBAR EFFECT ON A SAMPLE PROPERTY OF TAXES (AFTER ANNEXATION)

**BELLE VUE DUNBAR  
EFFECT OF ANNEXATION ON PROPERTY TAXES**

Value of Home: **\$75,000**  
Homestead Exemption: **(25,000)**  
Taxable Value: **\$50,000**

|  | FY02-03<br>Millage Rate | Before<br>Annexation | After<br>Annexation | Difference      |
|--|-------------------------|----------------------|---------------------|-----------------|
| <b>LEE COUNTY COMMISSION</b>                                     |                         |                      |                     |                 |
| Lee County General Revenue                                       | 4.3277                  | \$216.39             | \$216.39            | \$0.00          |
| Lee County Capital Outlay  | 1.0124                  | 50.62                | 50.62               | 0.00            |
| Lee County Library   | 0.9630                  | 48.15                | 48.15               | 0.00            |
| Lee County Unincorporated MSTU                                   | 1.2114                  | 60.57                | 0.00                | (60.57)         |
| Lee County All Hazards   | 0.0733                  | 3.67                 | 0.00                | (3.67)          |
| <b>LEE COUNTY SCHOOL BOARD</b>                                   |                         |                      |                     |                 |
| Public School - State Law  | 5.9730                  | 298.65               | 298.65              | 0.00            |
| Public School - Local Board                                      | 2.5990                  | 129.95               | 129.95              | 0.00            |
| <b>CITY</b>  |                         |                      |                     |                 |
| City of Fort Myers   | 7.7816                  | 0.00                 | 389.08              | 389.08          |
| <b>FIRE DISTRICT</b>   |                         |                      |                     |                 |
| Tice Fire District   | 3.0000                  | 150.00               | 0.00                | (150.00)        |
| <b>INDEPENDENT DISTRICTS</b>                                     |                         |                      |                     |                 |
| West Coast Inland Waterway (WCIND)                               | 0.0400                  | 2.00                 | 2.00                | 0.00            |
| South Florida Water Management District (Levy)                   | 0.5970                  | 29.85                | 29.85               | 0.00            |
| South Florida Water Management District (Everglades Restoration) | 0.1000                  | 5.00                 | 5.00                | 0.00            |
| Lee County Hyacinth Control (Homestead Exempt)                   | 0.0327                  | 2.45                 | 2.45                | 0.00            |
| Lee County Mosquito Control (Homestead Exempt)                   | 0.3294                  | <u>24.71</u>         | <u>24.71</u>        | <u>0.00</u>     |
| <b>TOTAL</b>   |                         | <b>\$1,022.00</b>    | <b>\$1,196.84</b>   | <b>\$174.85</b> |

## DEMOGRAPHICS OF AREAS

Demographic data, including population, age, household size, income, poverty, labor force/unemployment owner/renter occupancy, housing unit value/rent, housing unit type, and housing unit condition, from the 199 Census or site inspection is shown in the tables following the two maps. The shaded rows indicate the geographical area under the common name of either "Dunbar" or "Belle Vue".

### Population

| STUDY AREA         | TOTAL POPULATION |
|--------------------|------------------|
| URBAN RESERVE AREA | 59554            |
| Dunbar             | <b>2562</b>      |
| Bellevue           | <b>2402</b>      |

### Income

| TARGETED ANNEXATION AREAS WITHIN THE CITY URBAN RESERVE AREA | POPULATION | # HOUSEHOLDS | # FAMILIES | INCOME                  |                      |                   |
|--|------------|--------------|------------|-------------------------|----------------------|-------------------|
|  |            |              |            | HOUSEHOLD MEDIAN INCOME | FAMILY MEDIAN INCOME | PER CAPITA INCOME |
| URBAN RESERVE AREA   | 59554      | 23133        | 14473      | \$22,131.00             | \$26,530.00          | \$11,804.00       |
| Belle Vue  | 2402       | 647          | 576        | \$21,831.88             | \$22,249.72          | \$6,625.41        |
| Dunbar   | 2562       | 748          | 584        | \$17,299.77             | \$21,266.42          | \$5,988.23        |

| TARGETED ANNEXATION AREAS WITHIN THE CITY URBAN RESERVE AREA | # HOUSEHOLDS | HOUSEHOLDS WITH INCOME BY TYPE OF INCOME |                            |                              |                          |
|--|--------------|--|----------------------------|------------------------------|--------------------------|
|  |              | WITH \$ EARNINGS                         | # W/SOCIAL SECURITY INCOME | # W/PUBLIC ASSISTANCE INCOME | # WITH RETIREMENT INCOME |
| URBAN RESERVE AREA   | 23133        | 17565                                    | 7326                       | 2152                         | 3189                     |
| Belle Vue  | 647          | 581                                      | 115                        | 102                          | 40                       |
| Dunbar   | 748          | 611                                      | 239                        | 156                          | 40                       |

### Owner/Renter Occupancy

| TARGETED ANNEXATION AREAS WITHIN THE CITY URBAN RESERVE AREA | POPULATION | TOTAL # OF HOUSING UNITS | OCCUPANCY                    |  |                               |   |                           |
|--|------------|--------------------------|------------------------------|--|-------------------------------|---|---------------------------|
|  |            |                          | OWNER OCCUPIED HOUSING UNITS | OWNER OCCUPIED AS A PERCENT-AGE OF TOTAL HOUSING UNITS | RENTER OCCUPIED HOUSING UNITS | RENTER OCCUPIED AS A PERCENT-AGE OF TOTAL HOUSING UNITS | # OF VACANT HOUSING UNITS |
| URBAN RESERVE AREA   | 59554      | 27287                    | 11344                        | 41.57%   | 11956                         | 43.82%  | 3987                      |
| Belle Vue  | 2402       | 721                      | 383                          | 53.10%   | 262                           | 36.41%  | 76                        |
| Dunbar   | 2562       | 857                      | 493                          | 57.53%   | 296                           | 34.54%  | 68                        |



### Housing Unit Value/Rent

| TARGETED ANNEXATION AREAS WITHIN THE CITY URBAN RESERVE AREA | TOTAL # OF HOUSING UNITS | OCCUPANCY                    |                               | MEDIAN OWNER OCCUPIED HOUSING VALUE | MEDIAN RENTER OCCUPIED GROSS RENT |
|--|--------------------------|------------------------------|-------------------------------|-------------------------------------|-----------------------------------|
|  |                          | OWNER OCCUPIED HOUSING UNITS | RENTER OCCUPIED HOUSING UNITS |                                     |                                   |
| URBAN RESERVE AREA   | 27287                    | 11344                        | 11956                         | \$56,900.00                         | \$447.00                          |
| Dunbar   | 857                      | 493                          | 296                           | \$37,131.03                         | \$319.37                          |
| Belle Vue  | 721                      | 383                          | 263                           | \$40,581.46                         | \$464.27                          |

### Housing Unit Type

| TARGETED ANNEXATION AREAS WITHIN THE CITY URBAN RESERVE AREA | POPULATION | TOTAL # OF HOUSING UNITS | HOUSING TYPE         |   |                        |                         |  |              |       |
|--|------------|--------------------------|----------------------|---|------------------------|-------------------------|--|--------------|-------|
|  |            |                          | SINGLE FAMILY 1 UNIT | SINGLE FAMILY AS A PERCENT-AGE OF TOTAL HOUSING UNITS | MULTI-FAMILY 2-9 UNITS | MULTI-FAMILY 10 + UNITS | MULTI-FAMILY AS A PERCENT-AGE OF TOTAL HOUSING UNITS | MOBILE HOMES | OTHER |
| URBAN RESERVE AREA   | 59554      | 27287                    | 12961                | 47.50%  | 4854                   | 7109                    | 43.84%   | 2144         | 219   |
| Dunbar   | 2562       | 857                      | 622                  | 72.58%  | 209                    | 0                       | 24.39%   | 0            | 26    |
| Belle Vue  | 2402       | 721                      | 619                  | 85.86%  | 76                     | 0                       | 10.60%   | 20           | 5     |

### Code Enforcement

#### VIOLATIONS

|               | #of Parcels | #of Structures | # of Vacant Lots | Unsafes    | Major      | Mod        | Minor      |
|---------------|-------------|----------------|------------------|------------|------------|------------|------------|
| Bellevue      | 869         | 780            | 167              | 58         | 40         | 80         | 271        |
| Dunbar        | 1438        | 922            | 455              | 51         | 145        | 243        | 652        |
| <b>TOTALS</b> | <b>2307</b> | <b>1702</b>    | <b>622</b>       | <b>109</b> | <b>185</b> | <b>323</b> | <b>923</b> |

FINANCIAL SUMMARY OF ANNEXATION OF BELLE VUE AND DUNBAR ENCLAVES  
CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT

Revenue and Expenditure Flow  
 Revised June, 2002 for Taxable Values, Tiez and Police updates  
 Revised July, 2002 for Sales Tax and Municipal Revenue Sharing  
 Revised August, 2002 for Code Enforcement and Housing

Comprehensive Draft - R

After 10/31/2002 - Before Council Briefings

FINANCIAL SUMMARY  
 ANNEXATION OF BELLE VUE AND DUNBAR  
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT

| REVENUES  | 2003/04            |                       | 2004/05            |                       | 2005/06            |                       | 2006/07            |                       | 2007/08            |                       | TOTALS             |                       |
|---|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|
|   | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government |
| <b>ADDITIONAL REVENUES DUE TO CITY FROM ANNEXATION AND EXPANSION OF CITY'S SOLID WASTE COLLECTION</b> |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| A. City of Fort Myers Millage - 7.7816  | 129,771            |                       | 129,771            |                       | 129,771            |                       | 129,771            |                       | 129,771            |                       | 645,855            | 0                     |
| B. Dunbar (Taxable value \$17,371,510 - Final 2002 projected at 95%)                                  | 514,540            |                       | 514,540            |                       | 514,540            |                       | 514,540            |                       | 514,540            |                       | 2,573,199          | 0                     |
| C. Municipal Revenue Sharing Adjustment (2003 Est)  | 87,540             |                       | 89,291             |                       | 91,077             |                       | 92,858             |                       | 94,756             |                       | 455,562            | 0                     |
| D. FP&L Franchise (5%)  | 86,616             |                       | 86,616             |                       | 86,616             |                       | 86,616             |                       | 86,616             |                       | 433,080            | 0                     |
| E. FP&L Public Service Tax (10%)  | 144,360            |                       | 144,360            |                       | 144,360            |                       | 144,360            |                       | 144,360            |                       | 721,800            | 0                     |
| F. Municipal Gas Tax Adjustment (8th Cent)  | 474,789            |                       | 0                  |                       | 0                  |                       | 0                  |                       | 0                  |                       | 0                  | 0                     |
| G. Six Cents Sales Tax Adjustment (02/03 Est)   | 19,000             |                       | 484,295            |                       | 493,981            |                       | 503,850            |                       | 513,938            |                       | 2,470,873          | 0                     |
| H. Solid Waste Collection Program   |                    |                       | 19,000             |                       | 19,000             |                       | 19,000             |                       | 19,000             |                       | 95,000             | 0                     |
| I. Residential - Dunbar (748 accounts X \$18/mo. X 12 mos.)   |                    |                       | 161,568            |                       | 161,568            |                       | 161,568            |                       | 161,568            |                       | 434,704            | 0                     |
| J. Residential - Belle Vue (647 accounts X \$18/mo. X 12 mos.)  |                    |                       | 139,752            |                       | 139,752            |                       | 139,752            |                       | 139,752            |                       | 419,256            | 0                     |
| K. Ten Percent Adjustment for Unoccupied Units  |                    |                       | (30,132)           |                       | (30,132)           |                       | (30,132)           |                       | (30,132)           |                       | (90,396)           | 0                     |
| L. Commercial   |                    |                       | 27,233             |                       | 27,233             |                       | 27,233             |                       | 27,233             |                       | 81,711             | 0                     |
| <b>POTENTIAL LOST REVENUES TO THE COUNTY</b>  |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| A. Unincorporated MSTU (Millage Rate 1.214)   | (95,853)           |                       | (95,853)           |                       | (95,853)           |                       | (95,853)           |                       | (95,853)           |                       | 0                  | (479,265)             |
| B. All Hazards (Millage Rate 0.0733)  | (5,799)            |                       | (5,799)            |                       | (5,799)            |                       | (5,799)            |                       | (5,799)            |                       | 0                  | (28,995)              |
| C. Six Cent Sales Tax   | (365,574)          |                       | (393,285)          |                       | (401,151)          |                       | (409,174)          |                       | (417,558)          |                       | 0                  | (2,006,843)           |
| D. County Revenue Sharing   | (72,749)           |                       | (74,204)           |                       | (75,888)           |                       | (77,202)           |                       | (78,748)           |                       | 0                  | (378,569)             |
| E. Electrical Franchise Fees  | (38,000)           |                       | (38,000)           |                       | (38,000)           |                       | (38,000)           |                       | (38,000)           |                       | 0                  | (190,000)             |
| F. Communications Services Tax  | (19,000)           |                       | (19,000)           |                       | (19,000)           |                       | (19,000)           |                       | (19,000)           |                       | 0                  | (95,000)              |
| G. Solid Waste  |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| 1. Residential Costs  |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| a. Dunbar (Containers and Bins for 748 single family homes)   |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| b. Belle Vue (Containers and Bins for 647 single-family homes)  |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| c. Tipping Fee Surcharges   |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| d. Curbside Recycling   |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| e. Manpower Costs   |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| f. Fleet Costs (fuel, labor, parts, depreciation)   |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| g. Maintenance Costs (replace cans, bins, misc. repairs)  |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| h. Franchise Fees - Residential   |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
|   | (65,153)           |                       | (65,153)           |                       | (65,153)           |                       | (65,153)           |                       | (67,783)           |                       | 0                  | (199,394)             |
|   | (56,355)           |                       | (56,355)           |                       | (56,355)           |                       | (57,492)           |                       | (58,632)           |                       | 0                  | (172,469)             |
|   | (22,281)           |                       | (22,281)           |                       | (22,281)           |                       | (22,727)           |                       | (23,181)           |                       | 0                  | (88,189)              |
|   | 0                  |                       | 0                  |                       | 0                  |                       | 0                  |                       | 0                  |                       | 0                  | 0                     |
|   | (5,000)            |                       | (5,000)            |                       | (5,000)            |                       | (5,100)            |                       | (5,202)            |                       | 0                  | (15,302)              |
|   | 0                  |                       | 0                  |                       | 0                  |                       | 0                  |                       | 0                  |                       | 0                  | 0                     |
|   | 0                  |                       | 0                  |                       | 0                  |                       | 0                  |                       | 0                  |                       | 0                  | 0                     |
|   | (8,011)            |                       | (8,011)            |                       | (8,011)            |                       | (8,171)            |                       | (8,335)            |                       | 0                  | (24,517)              |

Revenue and Expenditure Flow  
 Revised June, 2002 for Taxable Values, Tice and Police updates  
 Revised July, 2002 for Sales Tax and Municipal Revenue Sharing  
 Revised August, 2002 for Code Enforcement and Housing

Comprehensive Draft - R  
 After 10/31/2002 - Before Council Briefings

FINANCIAL SUMMARY  
 ANNEXATION OF BELLE VUE AND DUNBAR  
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT

|  | 2003/04            |                       | 2004/05            |                       | 2005/06            |                       | 2006/07            |                       | 2007/08            |                       | TOTALS             |                       |
|--|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|
|  | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government |
| 2. Commercial Costs  |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| a. Manpower Costs  |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| b. Fleet costs (fuel, labor, parts, depreciation)          |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| c. Material Costs (dumpsters) - Start Up                   |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| d. Tipping Fees  |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| e. Franchise Fees - Commercial                             |                    |                       |                    |                       | (1,199)            |                       | (1,223)            |                       | (1,248)            |                       |                    | (3,670)               |
| <b>Total City Revenue and County Revenue Less Expenses</b> | <b>1,557,724</b>   | <b>(10,979)</b>       | <b>1,467,973</b>   | <b>(10,441)</b>       | <b>1,790,632</b>   | <b>(79,760)</b>       | <b>1,712,333</b>   | <b>(60,187)</b>       | <b>1,772,269</b>   | <b>(69,139)</b>       | <b>1,703,130</b>   | <b>(129,919)</b>      |



Revenue and Expenditure Flow  
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**FINANCIAL SUMMARY  
 ANNEXATION OF BELLE VUE AND DUNBAR  
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT**

*Comprehensive Draft - R  
 After 10/31/2002 - Before Council Briefings*

|                                | 2003/04            | 2004/05            | 2005/06            | 2006/07            | 2007/08            | TOTALS                 |
|--------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|------------------------|
| City of Fort Myers             | 600,413<br>647,642 | 791,259<br>328,272 | 854,547<br>220,727 | 880,184<br>174,853 | 905,589<br>174,853 | 4,032,992<br>1,546,347 |
| Lee County Government (15,000) | 65,000<br>37,500   | 65,000<br>37,500   | 65,000<br>37,500   |                    |                    | 195,000<br>112,500     |
| <b>TOTALS</b>                  |                    |                    |                    |                    |                    | 4,227,984<br>1,658,847 |

- (3/4 of full time County Code Enforcement Officer Position)
- (a) Abatement
- 2. SHIP Commitment from the County (Up to \$100,000 available to be applied for)
- 3. HOME Funds
- E. Law Enforcement
  - 1. Personnel
  - 2. Equipment
- F. Sidewalks, Street Lighting and Housing
  - 1. Sidewalks
    - a. Annual Costs
    - b. Maintenance
  - 2. Street Lights
    - a. Installation
      - Dunbar (190 lights)
      - Belle Vue (170 lights)
- G. Utilities
  - 1. Fire Hydrant Improvements - Lee County's CIP  
 (Has this been done already? Delete the \$375,000?)

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FINANCIAL SUMMARY  
 ANNEXATION OF BELLE VUE AND DUNBAR  
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT

|  | 2003/04            |                       | 2004/05            |                       | 2005/06            |                       | 2006/07            |                       | 2007/08            |                       | TOTALS             |                       |
|--|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|
|  | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government | City of Fort Myers | Lee County Government |
| H. Drainage  |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| 1. Personnel   | 0                  |                       | 0                  |                       | 0                  |                       | 0                  |                       | 109,399            |                       | 109,399            | 0                     |
| 2. Start-Up Costs (Capital Outlay)                                     |                    |                       |                    |                       | 200,000            |                       | 173,000            |                       |                    |                       | 373,000            | 0                     |
| 3. Maintenance   |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| a. Ongoing Commitment including chemicals                              | 42,900             |                       | 42,900             |                       | 42,900             |                       | 42,900             |                       | 42,900             |                       | 214,500            |                       |
| b. Annual Maintenance Expense for Cleaning Canals                      |                    | 37,930                |                    | 37,930                |                    | 37,930                |                    | 37,930                |                    | 37,930                |                    | 189,650               |
| 4. Environmental (NPDES Compliance)                                    | 30,000             |                       | 30,000             |                       | 30,000             |                       | 30,000             |                       | 30,000             |                       | 150,000            | 0                     |
| I. Fire Protection - Tice 3.0 mills                                    |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| 1. Bellevue (Assessed value \$32,947,880 - Final 2002)                 | 49,422             | 49,422                | 49,422             | 49,422                | 49,422             | 49,422                | 49,422             | 49,422                |                    |                       | 197,687            | 197,687               |
| 2. Dunbar (Assessed value \$84,683,350 - Final 2002)                   | 126,995            | 126,995               | 126,995            | 126,995               | 126,995            | 126,995               | 126,995            | 126,995               |                    |                       | 507,980            | 507,980               |
| Total County Reduction in Responsibilities:                            |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |                    |                       |
| <b>Total Expenses (Including County Reduction in Responsibilities)</b> | <b>1,945,672</b>   | <b>1,914,511</b>      | <b>1,900,999</b>   | <b>1,870,297</b>      | <b>2,211,014</b>   | <b>1,527,135</b>      | <b>2,201,863</b>   | <b>1,927,122</b>      | <b>1,974,144</b>   | <b>1,822,218</b>      | <b>10,250,778</b>  | <b>583,268</b>        |
| Net Balance (Revenues Minus Expenses)                                  | (488,946)          | (914,562)             | (433,016)          | (904,428)             | (477,472)          | (925,988)             | (439,532)          | (833,309)             | (199,877)          | (666,911)             | (2,038,844)        | (4,245,198)           |

\*Negative Number Indicates Savings Due to Reduction in Responsibility Exceed Expenses

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**FINANCIAL SUMMARY  
 ANNEXATION OF BELLE VUE AND DUNBAR  
 CITY OF FORT MYERS AND LEE COUNTY GOVERNMENT**

|  | 2003/04                                      |                       | 2004/05                                      |                       | 2005/06                                      |                       | 2006/07                                      |                       | 2007/08                                      |                       | TOTALS                                       |                       |
|--|--|-----------------------|--|-----------------------|--|-----------------------|--|-----------------------|--|-----------------------|--|-----------------------|
|  | City of Fort Myers                           | Lee County Government | City of Fort Myers                           | Lee County Government | City of Fort Myers                           | Lee County Government | City of Fort Myers                           | Lee County Government | City of Fort Myers                           | Lee County Government | City of Fort Myers                           | Lee County Government |
| <b>Summary of Net Balance Figures</b>        |  |                       |  |                       |  |                       |  |                       |  |                       |  |                       |
| <b>CITY OF FORT MYERS</b>                    |  |                       |  |                       |  |                       |  |                       |  |                       |  |                       |
| Revenue                                      | 1,456,726                                    |                       | 1,467,973                                    |                       | 1,750,632                                    |                       | 1,762,333                                    |                       | 1,774,268                                    |                       | 8,211,933                                    |                       |
| Expenditures                                 | 1,945,672                                    |                       | 1,900,989                                    |                       | 2,228,104                                    |                       | 2,201,865                                    |                       | 1,974,146                                    |                       | 10,250,778                                   |                       |
| Total - (Revenues Less Expenditures)         | (488,946)                                    |                       | (433,016)                                    |                       | (477,472)                                    |                       | (439,532)                                    |                       | (199,877)                                    |                       | (2,038,844)                                  |                       |
| <b>LEE COUNTY GOVERNMENT</b>                 |  |                       |  |                       |  |                       |  |                       |  |                       |  |                       |
| Lost Revenue from the Incorporation          |  | (616,975)             |  | (626,141)             |  | (793,490)             |  | (806,187)             |  | (819,139)             |  | (3,661,932)           |
| Less Annual Expenditures to be Made          |  | (362,387)             |  | (343,087)             |  | (341,087)             |  | (238,587)             |  | (82,170)              |  | (1,347,317)           |
| Subtotal - Lost Revenues and Expenditures*   |  | (979,362)             |  | (969,228)             |  | (1,134,577)           |  | (1,044,773)           |  | (901,309)             |  | (5,009,249)           |
| Reduction in County's Financial Commitment** |  | 64,800                |  | 64,800                |  | 208,589               |  | 211,465               |  | 214,398               |  | 764,052               |
| Total  |  | (914,562)             |  | (904,428)             |  | (925,988)             |  | (833,309)             |  | (686,911)             |  | (4,245,198)           |
|  | City of Fort Myers and Lee County Government |                       | City of Fort Myers and Lee County Government |                       | City of Fort Myers and Lee County Government |                       | City of Fort Myers and Lee County Government |                       | City of Fort Myers and Lee County Government |                       | City of Fort Myers and Lee County Government |                       |
| <b>Summary of Investment In Community</b>    | 2,308,059                                    |                       | 2,244,076                                    |                       | 2,569,191                                    |                       | 2,440,452                                    |                       | 2,036,316                                    |                       | 11,598,093                                   |                       |

\* The Combination of Lost Revenue and Additional Expenditures will Result in a Higher Negative Number.

\*\* The Total of the Lost Revenue and Additional Expenditures is Reduced by the Savings Realized By No Longer Performing the Activities