

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

Blue Sheet No. 20030401

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Chairman, on behalf of the Board, to execute an Interlocal Agreement with the City of Fort Myers for streetscape improvements at the new Development Review/Code Inspector's Building at 1825 Hendry Street. The County will pay a not-to-exceed amount of \$86,588 to the City which represents the County's share of the improvements.

WHY ACTION IS NECESSARY: Formalizes the coordination of the Hendry Street Streetscape Project.

WHAT ACTION ACCOMPLISHES: The Interlocal Agreement provides cost efficiencies available to both the County and the City of Fort Myers by coordinating the external aspects of the new Development Review/Code Inspector's Building.

**2. DEPARTMENTAL CATEGORY: 17
COMMISSION DISTRICT # 2**

C2B

3. MEETING DATE:

04/22/2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Construction & Design
- C. DIVISION
- BY: Jim Lavender, Public Works Director

7. BACKGROUND:

On March 19, 2002, the County and City of Fort Myers entered into an Interlocal Agreement for the construction and occupation of the Development Review/Code Inspector's Building.

The City has developed the Hendy Street Streetscape Project. By coordinating the Streetscape Project with the construction of the Development Review/Code Inspector's Building, certain cost efficiencies will be available to both the County and the City.

Funds are available in account: 20864930100.506540

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>J. Lavender</i> 4.2.03	<i>J. Lavender</i> 4/4/03	<i>N/A</i>	<i>AO</i> 4-5-03	<i>KLZ</i> 4/4/03	OA	COM	Risk	GC	<i>J. Lavender</i> 4.2.03
					<i>4/7/03</i>	<i>4/8/03</i>	<i>4/7/03</i>	<i>4-7-03</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty

Date: *4/4/03*

Time: *11:45 am*

Forwarded To:
Co Admin
4-4-03

**RECEIVED BY
COUNTY ADMIN. *EW***

4-4-03

9:20

COUNTY ADMIN.
FORWARDED TO:
4/8 310

**INTERLOCAL AGREEMENT FOR
CITY OF FORT MYERS HENDRY STREET
STREETSCAPE IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT is made on this ___ day of _____, 2003, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida (“County”), and the **CITY OF FORT MYERS**, a Florida municipality within Lee County (“City”), collectively the “Parties” hereto.

WHEREAS, the City of Fort Myers (“City”) and Lee County (“County”) are both local governments as recognized at law and are empowered to interact with one another through Interlocal Agreements (the “Parties”, hereto); and,

WHEREAS, the City and the County desire to coordinate and work cooperatively in the development of the City’s Hendry Street Streetscape Project (“Project”); and,

WHEREAS, the County is currently in the process of constructing a new Development Review / Code Inspector’s Building for both the County and the City’s use (“Building”) at 1825 Hendry Street; and,

WHEREAS, both the City and the County recognize that there are certain cost efficiencies available to both Parties as the result of the County’s coordinating the external aspects of its new Building with the City’s Project; and,

WHEREAS, it serves a public purpose and is to the public’s benefit for the City and County to coordinate and cooperate in the construction of the City’s Project as set out further herein.

NOW THEREFORE, the City and the County in an effort to maximize efficiencies for their respective projects agree as follows:

1. **COUNTY RESPONSIBILITIES:**

- a) The County will pay to the City within thirty (30) days from the execution of this Interlocal Agreement, the total, not-to-exceed sum of \$86,588.00, which represents the County's anticipated costs for external improvements to its Building pursuant to the March 19, 2002 Interlocal Agreement between the Parties for the construction and occupation of the "Building Inspectors and Code Enforcement" facility ("Agreement").
- b) Any interest earned by the City on the County's contributed funds (the \$86,588.00), shall be applied to the costs of the Project as part of the County's total contribution to the Project as contemplated herein.
- c) The County agrees to coordinate with the City with respect to the development of the City's Streetscape Project in conjunction with the construction of the Building (Composite Exhibit A., hereto).
- d) The County agrees to coordinate and assist the City with respect to the resolution of any differences between the funds paid by the County to the City for the external improvements, and the actual improvements installed by the City (See: Exhibit B., hereto) as part of the Hendry Street Streetscape Project.

2. **CITY RESPONSIBILITIES:**

- a) The City will accept from the County the total, not-to-exceed sum of

\$86,588.00 within thirty (30) days from the execution of this Interlocal Agreement, as the County's total payment for the external improvements to its new Building as contemplated in that certain March 19, 2002 Interlocal Agreement previously referred to, and in conjunction with the City's Hendry Street Streetscape Project. The interest on the County's payment as outlined in Paragraph 1.b., above, shall apply as stated herein.

- b) The City agrees to incorporate the County's construction plans for its Building into the City Streetscape Project for purposes of uniformity and compatibility (Composite Exhibit A., as applicable).
- c) The City agrees to provide the County with a detailed accounting for the expenditures of the County Building external improvements funds in its Project (the \$86,588.00 and any interest thereon), and agrees to refund to the County any amount(s) that are not utilized by the City as the result of the use of lesser numbers of materials or items for the external improvements (Exhibit B.).
- d) The City agrees to assist the County with development of the Hendry Street loading zone as set out at Section III., b), ii., page 6 of the March 19, 2002 Interlocal Agreement.
- e) The City agrees that the County may conduct (a) reasonable audit(s) of the City's use of the County's funds in its Project pursuant to this

Interlocal Agreement.

3. **MISCELLANEOUS PROVISIONS:**

- a) The provisions of this Interlocal Agreement shall be construed so as to effect the purposes as stated herein. The obligations conferred by the provisions of this Interlocal Agreement shall be supplemental to the powers conferred upon the Parties by general, special or local law.
- b) This Interlocal Agreement shall remain in full force and effect until terminated by the Parties upon mutual consent, and with the same formalities as its original execution, or upon the fulfillment of all of the terms and conditions as set out herein for both Parties.

4. **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 Offices of the County Manager and County Attorney, and to the City, at the Offices of the City Clerk and City Attorney.

5. **AMENDMENT:**

This Interlocal Agreement may only be amended in writing and duly executed by the City and the County with the same formalities as this Agreement.

6. **CONSTRUCTION:**

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

7. **DEFAULT:**

If the City or the County shall fail to perform or observe any of the material terms or conditions of this Interlocal Agreement applicable to it for a period of thirty (30) days after receipt of written notice of such default from the other Party, the Party giving the notice of default may be entitled to terminate this Interlocal Agreement. Nothing in this Interlocal Agreement shall be construed to create a cause of action for consequential damages for delay. Failure by any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the terms specifically contained in the written waiver and shall not affect any other rights as provided for herein.

8. **SEVERABILITY:**

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

9. **LIABILITY:**

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

10. **FILING:**

This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City.

11. **HOLD HARMLESS - INDEMNIFICATION:**

The County shall hold the City harmless from and against any and all liability, actions, claims and damages arising after the commencement of the term of this Interlocal Agreement which may be imposed upon or incurred by or asserted against the City by reason of any claim of any person for any damage to persons to property occurring as the direct result of the County's construction and/or operation of the proposed Building. The County shall have the right to contest the validity of any and all such claims and to defend, settle and compromise any and all such claims of any kind or character and by whomsoever claimed, in the name of the City, as the County may deem necessary, provided that the expense thereof shall be paid by the County. Notwithstanding the above, the County shall not be liable to, in any manner, nor be required to hold the City harmless, for any of the City's own negligent acts or omissions in the performance of its obligations under this Interlocal Agreement. The City shall hold the County harmless, and indemnify the County from the City's negligent acts or omissions, to include the acts or omissions of the City's employees or agents, with respect to the City's performance under this Interlocal Agreement.

12. **ASSIGNMENT:**

No assignment, delegation, transfer, or novation of this Interlocal Agreement or part hereof, shall be made by either Party unless approved by both the City and the County.

13. **REVIEW OF BOOKS AND RECORDS:**

It is understood and agreed to by the Parties, that either Party shall have reasonable access to the books, records and accounts of the other Party, its agents, designees or contractors duly contracting with either Party for the purpose of fulfilling any of their obligations under this Interlocal Agreement.

14. **PRIOR AGREEMENTS:**

This Interlocal Agreement shall supersede any other Agreements, whether written or oral, between the City and the County relating to the construction and use of the Building to the extent that the terms, provisions or understandings of any such other agreement conflicts with the terms and provisions of this Interlocal Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the execution hereof by their duly authorized officials on the dates as set forth below.

ATTEST:

By: Marie Adams
City Clerk

CITY OF FORT MYERS

By: [Signature]
Mayor 2/27/2003

APPROVED AS TO FORM:

By: [Signature]
City Attorney 2/25/2003

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

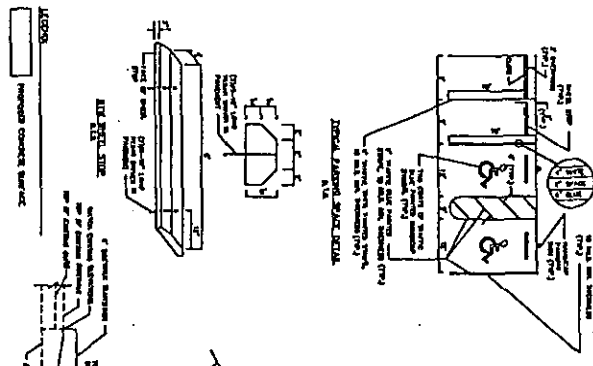
APPROVED AS TO FORM:

By: _____
Office of the County Attorney

SHEET NO. 1
 PROJECT NO. 15000
 DATE: 10/15/08
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

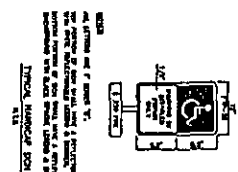
GENERAL NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE F.L.A.C. CODES AND SPECIFICATIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY.
 5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE PROJECT.
 6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT.

ADDITIONAL COORDINATES:
 SHEET NO. 1
 PROJECT NO. 15000
 DATE: 10/15/08
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



HENDRY STREET
 (PUBLIC LOCAL ROAD, 2 LAMES, 60' R.O.W.)

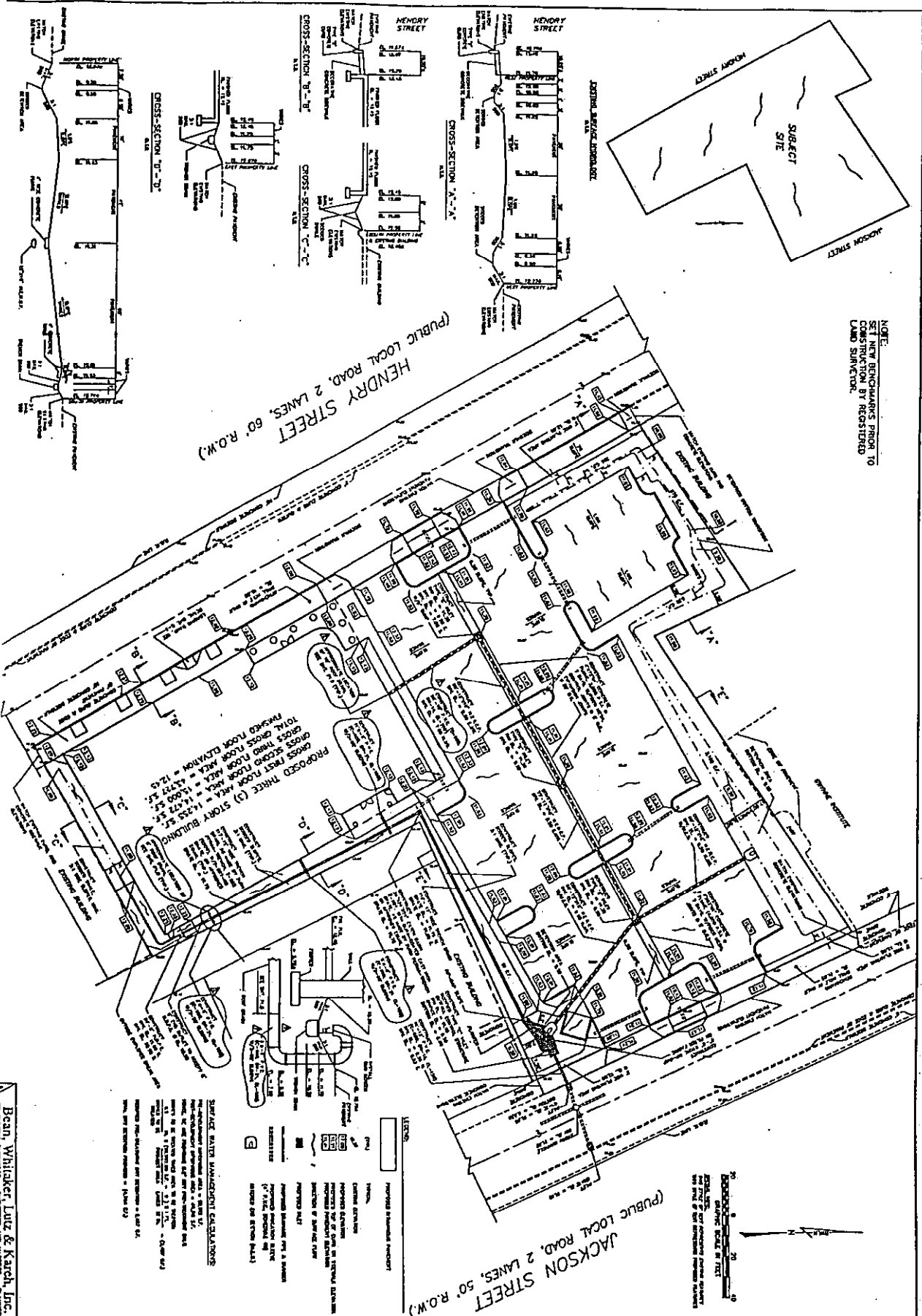
JACKSON STREET
 (PUBLIC LOCAL ROAD, 2 LAMES, 50' R.O.W.)



NOTE:
 SEE ARCHITECTURAL SET FOR
 ADDITIONAL NOTES.

Bean, Whitaker, Lutz & Karch, Inc.
 ARCHITECTS
 1500 MONROE STREET, SUITE 100
 FORT MYERS, FLORIDA 33901

	SHEELEY ARCHITECTS INCORPORATED UNIVERSITY BLVD. FINANCIAL CENTER 7801 MONROE COURT, SUITE 400 FORT MYERS, FLORIDA 33907 PHONE 941-932-1212 FAX 941-932-1226 9 AAL08	DEVELOPMENT SERVICES INSPECTOR/LICENSING BUILDING LEE COUNTY PUBLIC WORKS DEPARTMENT OF CONSTRUCTION & DESIGN 1500 MONROE STREET FORT MYERS, FLORIDA	REVISIONS NO. DATE BY 1 10/15/08 [Name] 2 10/20/08 [Name] 3 11/05/08 [Name]
	PALL I. KORONY, P.E. FLORIDA LIC. NO. 34104 DATE:	SHEET C-1	1500 MONROE STREET, SUITE 100 FORT MYERS, FLORIDA 33901



NOTE:
 GET NEW EMBARKERS PRIOR TO
 SETTING FOUNDATION & RECONSTRUCTED
 LAND SURVEYOR.

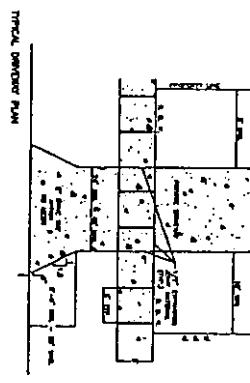
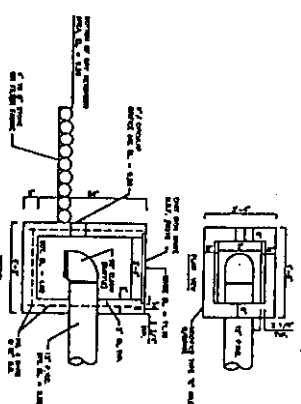
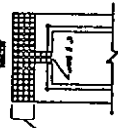
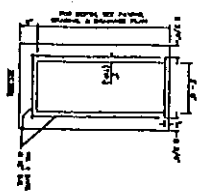
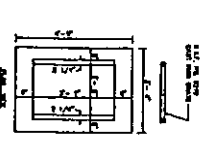
Bean, Whittaker, Lutz & Karch, Inc.

PAUL E. POLONKY, P.E.
 FLORIDA LIC. NO. 34904
 84%

SHEELY ARCHITECTS INCORPORATED
 UNIVERSITY PARK MANAGERIAL CENTER
 7801 SHEELY DRIVE, SUITE 400
 FORT MYERS, FLORIDA 33907
 PHONE (941) 487-2121 FAX (941) 487-1228
 84228

DEVELOPMENT SERVICES
INSPECTOR/LICENSING BUILDING
 LEE COUNTY PUBLIC WORKS
 DEPARTMENT OF CONSTRUCTION & DESIGN
 1500 MONROB STREET
 FORT MYERS, FLORIDA

NO.	DATE	BY	REVISIONS
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GENERAL NOTES:

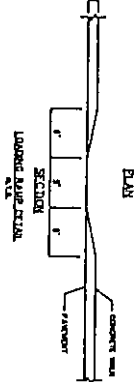
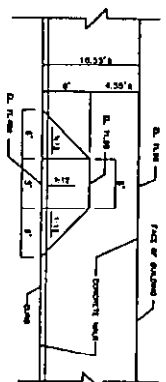
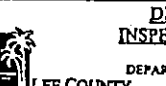
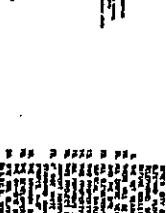
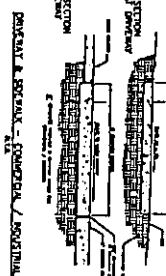
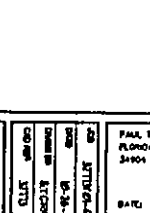
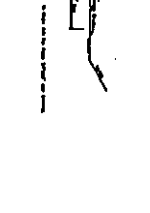
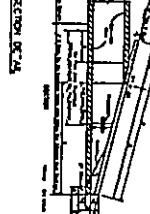
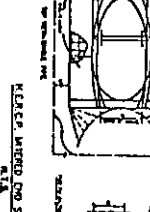
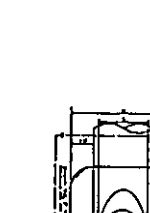
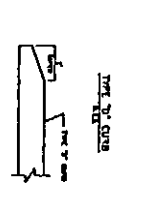
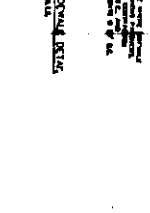
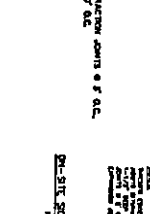
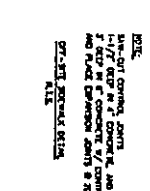
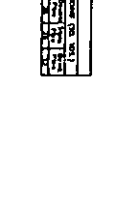
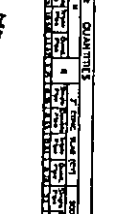
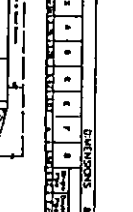
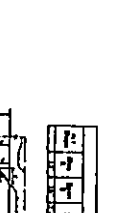
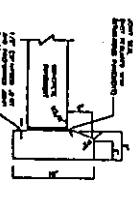
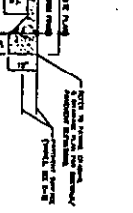
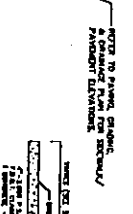
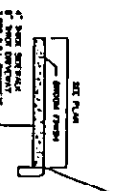
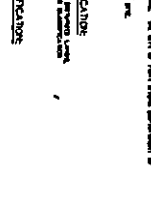
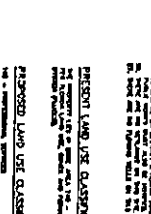
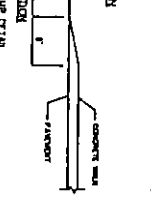
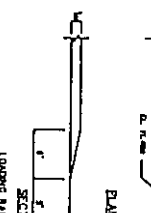
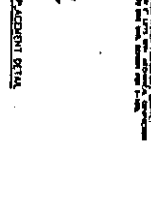
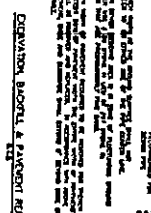
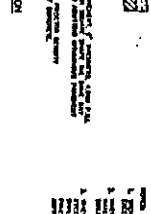
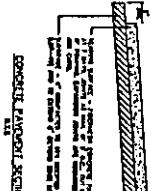
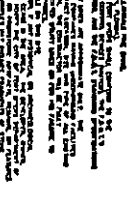
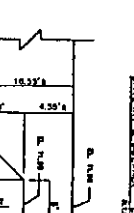
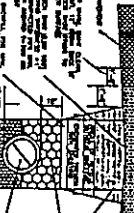
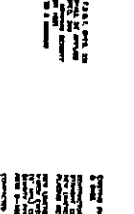
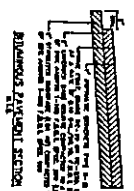
1. WINDOW UNITS TO BE SUPPLIED BY OTHERS.
2. WINDOW UNITS TO BE INSTALLED BY OTHERS.
3. WINDOW UNITS TO BE INSTALLED BY OTHERS.
4. WINDOW UNITS TO BE INSTALLED BY OTHERS.
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9. WINDOW UNITS TO BE INSTALLED BY OTHERS.
10. WINDOW UNITS TO BE INSTALLED BY OTHERS.

DOOR ELEVATION

DOOR ELEVATION - SEE PLAN FOR LOCATION

DOOR ELEVATION

DOOR ELEVATION



NO.	DESCRIPTION	QUANTITY
1	CONCRETE	1000
2	STEEL	500
3	GLASS	200
4	WOOD	100
5	PAINT	50
6	INSULATION	100
7	SEALS	100
8	FASTENERS	100
9	FINISHES	100
10	LABOR	100

GENERAL NOTES:

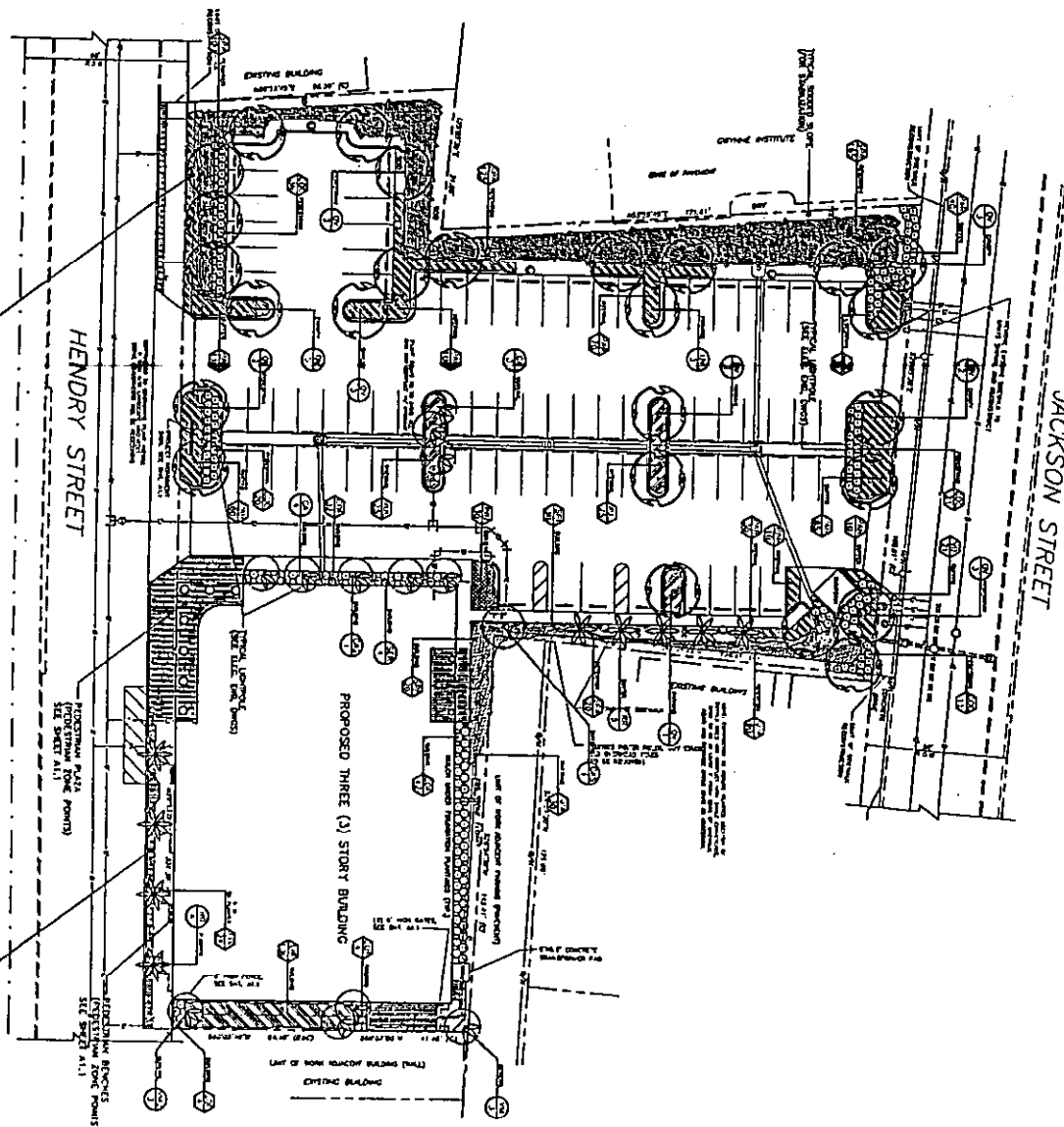
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Beam Whitaker Lutz & Kameh, Inc.
 1000 UNIVERSITY PARK BLVD., SUITE 400
 FORT MYERS, FLORIDA 33901
 PHONE: (813) 938-1234
 FAX: (813) 938-1235
 WWW: WWW.BEAMWHITAKERLUTZ.COM

SHEET
C-3

SHEELEY ARCHITECTS INCORPORATED
 UNIVERSITY PARK FINANCIAL CENTER
 700 UNIVERSITY PARK BLVD., SUITE 400
 FORT MYERS, FLORIDA 33901
 PHONE: (813) 938-1234 FAX: (813) 938-1235
 WWW: WWW.SHEELEYARCHITECTS.COM

DEVELOPMENT SERVICES
INSPECTOR/LICENSING BUILDING
 LEE COUNTY PUBLIC WORKS
 DEPARTMENT OF CONSTRUCTION & DESIGN
 1500 MONROE STREET
 FORT MYERS, FLORIDA



CITY OF FORT MYERS CODE REQUIREMENTS:

SITE DATA:

Site Area: 100,000 sq. ft.
 Building Area: 150,000 sq. ft.
 Parking: 100 spaces

OPEN SPACE:

Open Space: 10% of site area

PAVING REQUIREMENTS:

Paving: 100% of site area

INTERIOR REQUIREMENTS:

Interior: 100% of site area

INTERNAL LANDSCAPE REQUIREMENTS:

Internal Landscape: 100% of site area

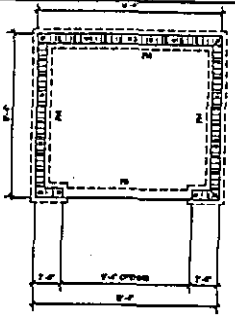
GENERAL NOTES:

1. All work shall be in accordance with the City of Fort Myers Code Book, Chapter 22, and the Florida Building Code, Chapter 6.

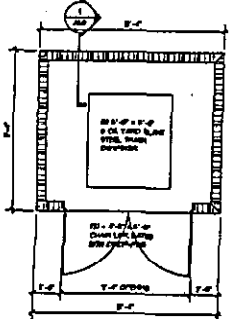
LEGEND:

1. Tree: 10' - 15' tall
 2. Shrub: 6' - 8' tall
 3. Paving: 100% of site area

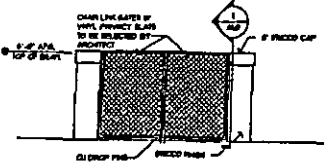
<p>SHEELEY ARCHITECTS INCORPORATED UNIVERSITY PARK FINANCIAL CENTER 7801 SANDY JOAN BLVD., SUITE 400 FORT MYERS, FLORIDA 33907 PHONE (941) 482-2121 FAX (941) 482-1225 © 2000</p>	<p>DEVELOPMENT SERVICES INSPECTOR/LICENSING BUILDING</p> <p>LEE COUNTY PUBLIC WORKS DEPARTMENT OF CONSTRUCTION & DESIGN 1500 MONROE STREET FORT MYERS, FLORIDA</p>	<p>REVISIONS</p> <table border="1"> <tr><td>NO.</td><td>DATE</td><td>DESCRIPTION</td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	NO.	DATE	DESCRIPTION									
	NO.	DATE	DESCRIPTION											
<p>SHEET LP-1</p>	<p>DATE: 08-11-00 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>	<p>SCALE: 1" = 30'-0"</p>												



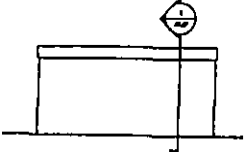
DUMPSTER ENCLOSURE FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



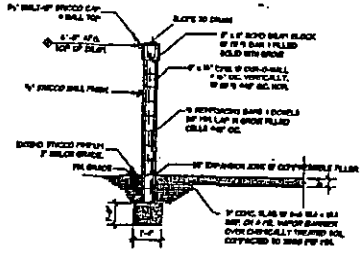
DUMPSTER ENCLOSURE FLOOR PLAN
SCALE: 1/4" = 1'-0"



DUMPSTER ENCLOSURE WEST ELEVATION
SCALE: 1/4" = 1'-0"



DUMPSTER ENCLOSURE WEST ELEVATION
SCALE: 1/4" = 1'-0"

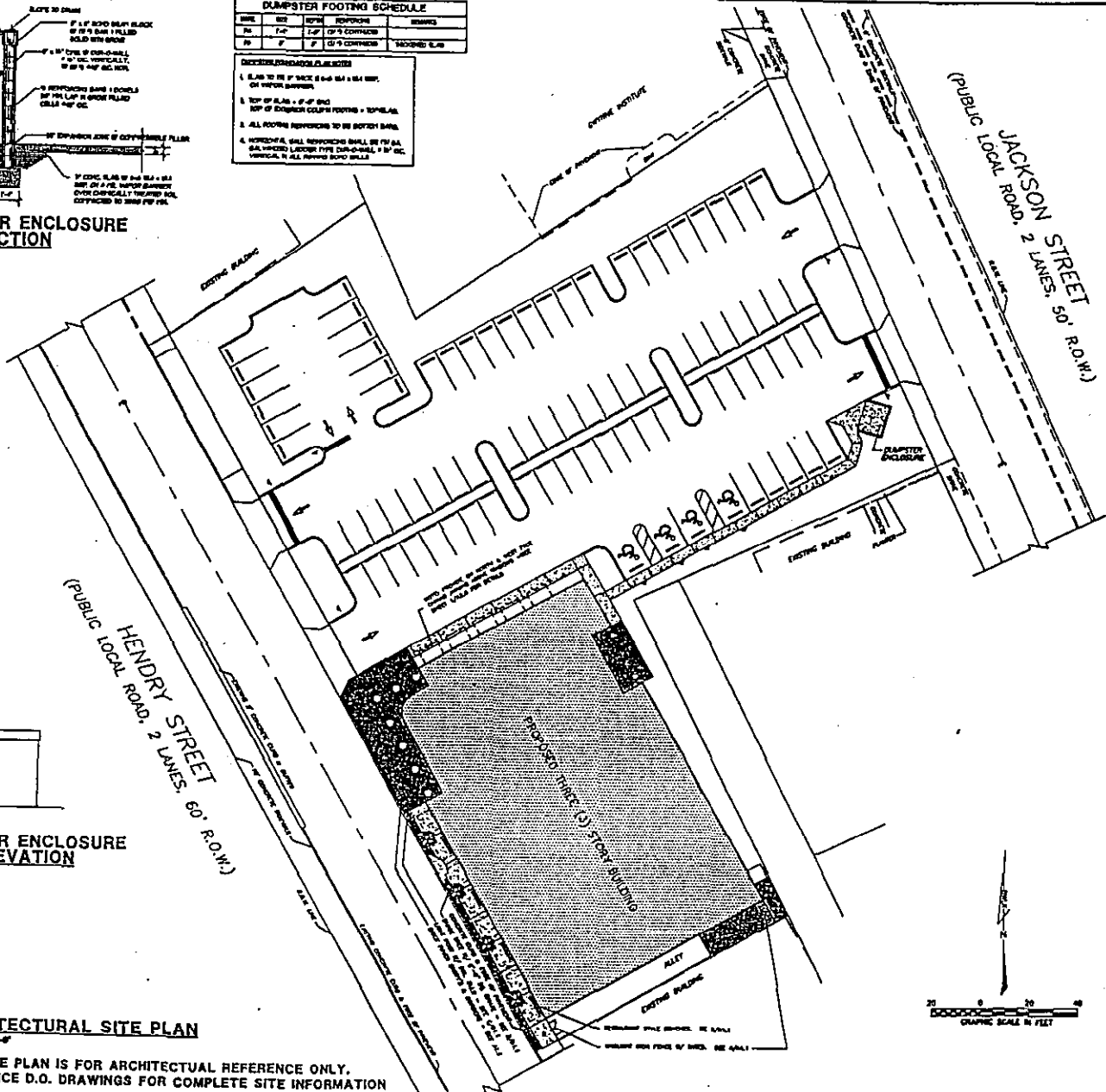


DUMPSTER ENCLOSURE WALL SECTION
SCALE: 3/8" = 1'-0"

DUMPSTER FOOTING SCHEDULE			
NO.	SIZE	DEPTH	REINFORCEMENT
1	12"	1'-0"	TOP 9 COPIES
2	12"	1'-0"	TOP 9 COPIES
3	12"	1'-0"	TOP 9 COPIES
4	12"	1'-0"	TOP 9 COPIES

FOOTING REINFORCEMENT NOTES:

- SLAB TO BE 12" THICK 2'-0" x 12" x 12" CONCRETE ON REINFORCING.
- TOP OF SLAB TO BE 4" OF CONCRETE OVER TOP OF FOOTING.
- ALL FOOTING REINFORCEMENT TO BE 90° BENT.
- REINFORCEMENT SHALL BE 1/2" DIA. BARS WITH 12" ON-CENTERS.



ARCHITECTURAL SITE PLAN
SCALE: 1/8" = 1'-0"
THIS SITE PLAN IS FOR ARCHITECTURAL REFERENCE ONLY.
REFERENCE D.O. DRAWINGS FOR COMPLETE SITE INFORMATION

REVISIONS	
1	AS SHOWN

DEVELOPMENT SERVICES
INSPECTOR / LICENSING BUILDING
LEE COUNTY PUBLIC WORKS
DEPARTMENT OF CONSTRUCTION & DESIGN
100 MONROE STREET
FORT MYERS, FLORIDA

SHEELEY ARCHITECTS
INCORPORATED
1000 UNIVERSITY AVENUE, SUITE 200
FORT MYERS, FLORIDA 33901
PHONE: 941-933-1111



JOB	0001
DATE	1-15-01
DRAWN BY	KAUFM
CHECKED BY	BYRNE

SHEET A1.0

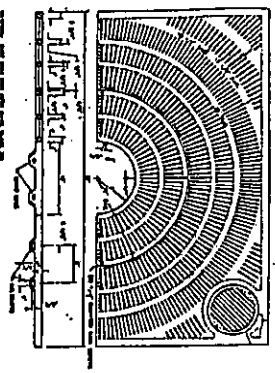


Project: Lee County 2001- License - Inspections
 Estimator: dk
 Date:

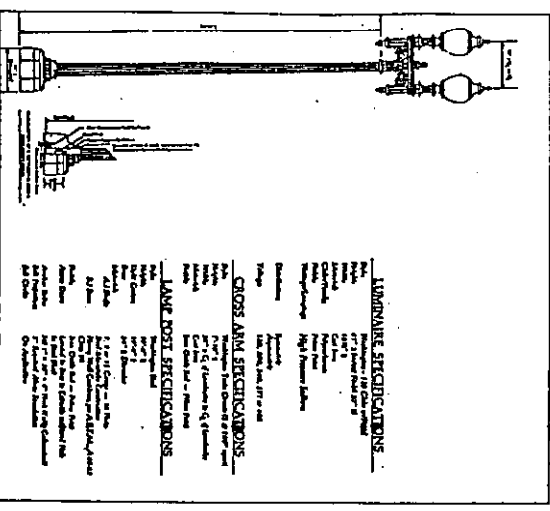
COST CODE	DESCRIPTION	Hendry Street Improvements
02-510	Concrete Walks	\$ 8,250
	Site Pavers - Exterior only	\$ 5,315
	Water Line Extension from MLK	\$ 14,600
	Sewer Tap @ Hendry Street	\$ 6,430
	Repave Hendry Street - Curb Replacement	\$ 10,000
	Decorative Street Lites at Hendry Street (4)	\$ 19,000
02-800	Misc. Site Improvements - Benches	\$ 4,000
02-900	Landscaping/Irrigation	\$ 3,000
	Tree Grates at Hendry Sidewalk	\$ 10,708
	Estimate Subtotal	\$81,303
	BK Fee	\$5,285
	Estimate Total	\$86,588

NOT USED

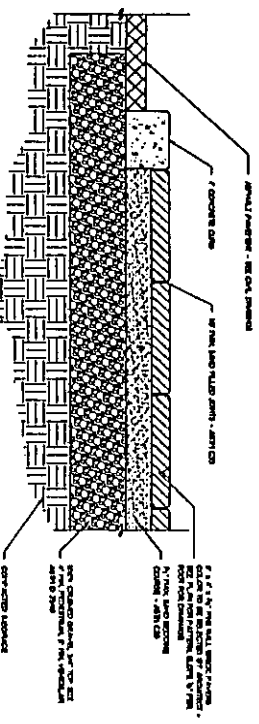
1 TREE GRATE DETAIL - PEDESTRIAN DISTRICT
REBAR POINT DETAIL MODEL R-478-A



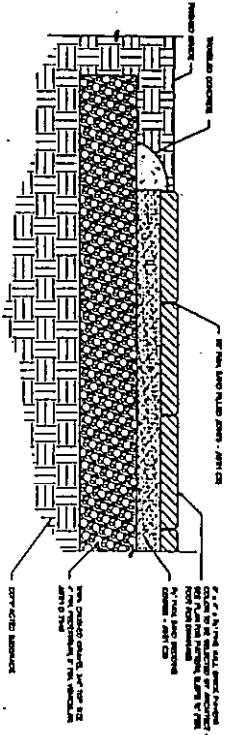
2 LIGHT POST DETAIL - PEDESTRIAN DISTRICT



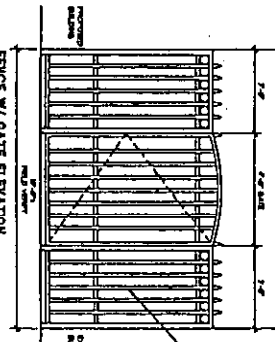
3 CONCRETE CURB EDGE RESTRAINT



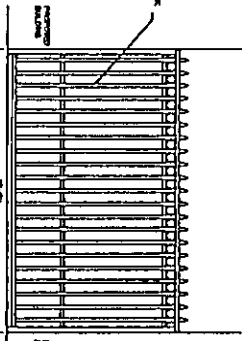
4 TROWELED CONCRETE EDGE RESTRAINT



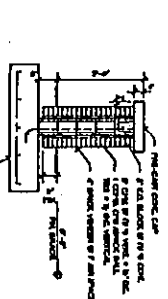
5 FENCE W/ GATE ELEVATION



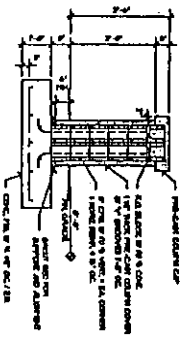
6 FENCE ELEVATION



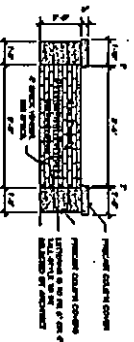
7 WALL SECTION



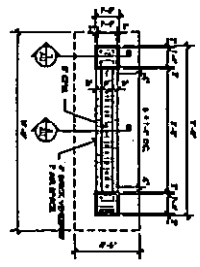
8 COLUMN SECTION



SIGN ELEVATION



SIGN PLAN



SHEET A1.1



**SHEELEY ARCHITECTS
INCORPORATED**
 UNIVERSITY PARK FINANCIAL CENTER
 2001 UNIVERSITY PARKWAY
 FORT MYERS, FLORIDA 33907
 PHONE: 888-231-2151 FAX: (813) 497-1225
 6 A4088



**DEVELOPMENT SERVICES
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REVISIONS