

COPY

IMPACT FEE CREDIT AGREEMENT

This Impact Fee Credit Agreement ("Agreement"), entered into this 3rd day of September, 2024, by and between LEE COUNTY, a political subdivision of the State of Florida (hereinafter, "County"), whose address for purposes of this Agreement is P.O. Box 398, Fort Myers, FL 33902-0398; and North Alico Property Owners Association, Inc., a Florida not for profit corporation (hereinafter, "North Alico"), whose address for purposes of this Agreement is 28120 Hunters Ridge Blvd., Ste. 5, Bonita Springs, FL 34135; County and North Alico being collectively referred to herein as the "Parties."

WHEREAS, the County previously determined the need for a future Class 1 arterial roadway improvement, known generally and referred to herein as the Three Oaks Parkway Extension, which County proposed to extend from Alico Road to Daniels Parkway to extend a north/ south arterial road parallel to and west of I-75 as a necessary arterial road carrying traffic in the Collier County to Lee County urban corridor; and

WHEREAS, County had incorporated the plan for the Three Oaks Parkway Extension into the five year plan for the Metropolitan Planning Organization and included the roadway in the County five year funding plan for roadway improvements; and

WHEREAS, the County approved the extension of Three Oaks Parkway, currently constructed and in service as a 20 mile long multi lane arterial roadway beginning on the south at Radio Road in Collier County and extending northward to Alico Road in Lee County, in order to extend this urban road corridor to the central part of Lee County from Alico Road to Daniels Parkway (the "Three Oaks Parkway Extension"); and

WHEREAS, the County has provided all public notice and taken all public input from adjacent owners and has determined and adopted the alignment of Three Oaks Parkway Extension north of Alico Road to Daniels Parkway in accordance with this public input; and

WHEREAS, the County has provided for essential utilities to the north and to the south of the Three Oaks Parkway Extension so as to interconnect and to provide water and sewer service to the expanding infill population to be served along this corridor; and

WHEREAS, the County accepted the public right of way for Three Oaks Parkway Extension from Alico Road north to the Fiddlesticks Canal in the location of the permitted alignment in order to accelerate construction of this essential road project to improve traffic circulation, provide alternate access for fire and public safety purposes, and to facilitate evacuation in the case of hurricanes or emergencies; and

WHEREAS, North Alico applied to County for authorization to proceed to accelerate the design and construction of Three Oaks Parkway from Alico Road north to the Fiddlesticks Canal and also to extend Oriole Road (a major collector road) from Alico Road north to the intersection with Three Oaks Parkway Extension by having North Alico provide financing and prepaying the costs to permit and construct the extension of these roadway improvements, including related environmental mitigation required by the permits from various Federal, State, and local agencies ("Roadway Improvements") in exchange for Road Impact Fee Credits; and

WHEREAS, North Alico applied for the roadway, environmental, drainage, surface water management, and utility permits from the various Federal, State, and Local governmental authorities to extend Three Oaks Parkway from Alico Road north to the Fiddlesticks Canal and also to extend Oriole Road (a major collector road) from Alico Road north to the intersection with Three Oaks Parkway Extension and North Alico secured those permits in accordance with engineering plans reviewed and approved by County; and

WHEREAS, North Alico hired transportation design engineers, surveyors, environmental consultants, and other appropriate professionals to design the Roadway Improvements and secure the applicable permits for construction of the Roadway and related improvements; and

WHEREAS, North Alico applied to County for Development Orders for the Roadway Improvements and received those Development Orders from the County to proceed with construction of the Roadway Improvements; and

WHEREAS, North Alico hired contractors to construct the Roadway Improvements under County Inspection and North Alico completed construction of the Roadway Improvements and the County has issued Certificates of Completion for the Roadway Improvements, including construction of the roadways, drainage improvements for stormwater runoff, mitigation obligations, and utility improvements to extend Three Oaks Parkway from Alico Road north to the Fiddlesticks Canal and also to extend Oriole Road (a major collector road) from Alico Road north to the intersection with Three Oaks Parkway Extension and North Alico has completed all warranty work required by the County for acceptance of these Roadway Improvements.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and benefits contained in this Agreement, the sufficiency of which is acknowledged by the Parties, the County and North Alico do hereby agree as follows:

1. **Recitals:** The Parties acknowledge that the above recitals are true and correct and do hereby incorporate those recitals into this Agreement by reference.
2. **Grant of Road Impact Fees:** County and North Alico have agreed on the limits of Construction consisting of approximately 6,000 lineal feet of Three Oaks Parkway extension north of Alico Road to the Fiddlesticks canal (a four lane divided arterial Class 1 road) and also consisting of approximately 6,000 lineal feet of Oriole Road extension (a major collector road) north of Alico Road which intersects with Three Oaks Parkway (as shown on **Exhibit "A"** attached hereto and incorporated herein by reference) with the understanding that upon completion and acceptance that North Alico or its assigns would receive Road Impact Fee Credits for the eligible construction and related costs.

North Alico has completed construction of the Roadway Improvements and conveyed the completed projects to the County, which has inspected, certified completion, and accepted the roadways for service and maintenance pursuant to County codes and regulations. North Alico has applied to County for Road Impact Fee Credits for the applicable costs of permitting, professional fees, road costs, and related drainage, mitigation, and other project related costs, all according to the Lee County Road Impact Fee requirements and in compliance with Lee County Administrative Code Sections AC 11-5 and AC 11-7.

North Alico has presented County with the detailed breakdown of costs for Three Oaks Parkway Extension and County has reviewed and accepted the cost breakdown of eligible costs in the amount of \$6,413,531.05 as provided in **Exhibit "B"** attached hereto.

Noth Alico has presented County with a detailed cost breakdown of costs for Oriole Road Extension and County has reviewed and accepted the cost breakdown of eligible costs in the amount of \$\$1,387,640.85 as provided in **Exhibit "C"** attached hereto.

County has agreed to issue Road Impact Fee Credits for the Eligible Costs as shown on Exhibit B" and Exhibit "C" to North Alico or its designees (as documented in compliance with Lee County Development Code (LDC) Section 2-275 and AC 11-5) within thirty (30) days of approval of this Agreement by the Board of County Commissioners in accordance with the procedures for granting road impact fees for road improvements adopted in Lee County, Florida in accordance with LDC Section 2-275. Credits may be used in the Southwest, Southeast, and Central Road Impact Fee Benefit Districts as established in Appendix K of the LDC.

County has agreed, as part of the permitting and approval process for the Three Oaks Parkway Extension, to provide access to Three Oaks Parkway Extension at the locations shown on **Exhibit "D"**, which access shall include full turning movements and potential signalization as provided herein and which access may be used for ingress and egress for the adjacent development when development is approved for the adjacent properties. North Alico has provided construction of the turn lane improvements at the intersections shown on Exhibit "D", as more particularly located and stationed in the Development Order plans and the certified As Built Drawings provided to and accepted by County, pursuant to the approved Roadway Improvement plans at the cost of North Alico as site related improvements not eligible for Road Impact Fee Credits.

3. Post-Closing Obligations of the Parties. Upon completion of the approval and issuance of Road Impact Fee Credits to North Alico by the County, the Parties will undertake the following obligations and commitments. These obligations and commitments shall expressly survive the issuance of the Credits and are an integral part of the consideration for this Agreement.

(A) The County will continue to recognize the agreement regarding access to the adjacent properties as shown on Exhibit "D" attached hereto and the roadway plans as constructed for Three Oaks Parkway Extension, including access to the turn lane improvements, as constructed. County recognizes that these turn lane improvements are designed to provide primary access to the adjacent development that will occur on the adjacent Property.

In the event the County determines that there is a traffic safety issue regarding the median openings identified in this Agreement after the execution and adoption of this Agreement, and the County desires to make a change to the configuration of the median openings, then the County shall notify the adjacent owners and the public of its intention to modify the configuration of the median openings before implementation of the median location or configuration changes. If signalization is a design alternative solution to the safety issue

then the effected property owners may discuss signalization of an agreed upon median location, the process for approval, and the allocation of cost to those property owners effected. The County may modify the median(s) in the interim condition to address the demonstrated safety issue until a signal could be constructed by the effected property owners. In the event the County proposes a change to the Controlled Access median openings in Three Oaks Parkway then the County will adopt any changes in accordance with the provisions of County Administrative Code Section AC 11-10, as this Section may be amended, from time to time.

(B) In the event that road impact fees are repealed, rescinded, invalidated, or replaced with an alternative form of transportation mitigation fee or otherwise, the obligation of the County to compensate North Alico for the value of the Three Oaks Parkway extension and Oriole Road extension Roadway Improvements shall continue in the form of alternative transportation credits or in the absence of such credits, in the form of a cash payment within 90 days of the repeal, rescission, invalidation, or replacement of road impact fees; it being the intent of this subparagraph that North Alico continue to be compensated in an amount equivalent to the Credits on a dollar-for-dollar basis.

4. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested to the following addresses, or to such other person or address as any Party may designate from time to time in writing:

If to North Alico: North Alico Property Owners Association, Inc.
28120 Hunters Ridge Blvd., Ste. 5
Bonita Springs, FL 34135
Attn: Alan C. Freeman

with a copy to: Paul H. Freeman, Esquire
2455 East Sunrise Blvd., Ste. 507
Fort Lauderdale, FL 33304

If to Lee County: Lee County
2115 Second Street
Fort Myers, FL 33901
Attn: County Manager

with a copy to: Lee County
2115 Second Street
Fort Myers, FL 33901
Attn: Lee County Attorney

5. **Remedies.** Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting Party has been given

notice and ninety (90) days in which to cure the default. If the default cannot reasonably be cured within the ninety (90) day period, such period shall be extended if the cure is commenced within such ninety (90) days and the defaulting Party is proceeding with due diligence for such period of time reasonably required to complete such cure.

6. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Florida, and venue with respect to any litigation between the Parties related to this Agreement shall be exclusively in Lee County, Florida.

7. **Severability.** If any part, term, or provision of this Agreement is held to be illegal, void, or unenforceable, the remaining portions or provisions of this Agreement shall not be affected or impaired, each remaining provision shall remain in full force and effect, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

8. **Entire Agreement.** This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements between the Parties, either verbal or written, regarding the subject matter of this Agreement.

9. **Attorneys' Fees.** In the event any litigation arises in connection with this Agreement, the prevailing party in any such litigation shall be entitled to recover its reasonable attorneys' fees, at trial and on appeal, and all costs of the action from the non-prevailing party.

10. **Covenants; Successors and Assigns.** The obligations imposed and entitlements created pursuant to this Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees, and assigns.

11. **Effective Date.** This Agreement will become effective upon full execution by both Parties.

12. **Recording of Agreement.** This Agreement will be recorded by North Alico in the Public Records of Lee County within fourteen (14) days of the Effective Date.

13. **Construction.** The Parties hereby acknowledge that this Agreement was negotiated at arm's length, with each Party being represented by counsel of their choosing and with an equal opportunity for determining the final draft of this Agreement. Accordingly, the Agreement will not be construed more favorably for one Party as against the other Party by virtue of which Party prepared the original draft of this Agreement or any changes thereto.

14. **WAIVER OF TRIAL BY JURY.** THE PARTIES HERETO HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

(Signatures Begin on Next Page)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

North Alico Property Owners Association, Inc.
a Florida not for profit corporation

Witness #1

Print/Type Name of Witness #1

Address

City, State

Witness #2

Print/Type Name of Witness #2

Address

City/ State

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

State of Florida

County of Lee

The foregoing instrument was acknowledged before this _____ day of _____, 2024 by _____, as _____ of North Alico Property Owners Association, Inc., a Florida not for profit corporation, on behalf of the company, who [] is personally known or [] has produced _____ as identification.

[Notary Seal]

Notary Public

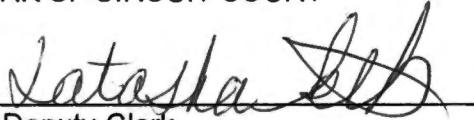
Printed Name: _____

My Commission

Expires: _____

Accepted this 3rd day of September, 2024.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

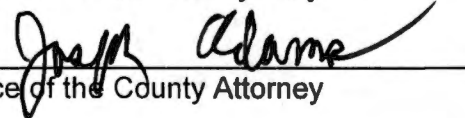
By: 
Deputy Clerk

Lee County, Florida, by its Board of
County Commissioners

By: 
Print Name: Mike Green
Its: Chairman or Vice-Chairman



Approved as to Form for the
Reliance of Lee County Only

By: 
Office of the County Attorney

**List of Exhibits
[to be provided]**

Exhibit "A": Roadway Construction Limits- Drawing showing Three Oaks Parkway Extension from Alico Road north to the Fiddlesticks Canal and showing Oriole Road Extension from Alico Road north to the Three Oaks Parkway Extension

Exhibit "B": Three Oaks Parkway Schedule of Costs Eligible for Road Impact Fee Credits

Exhibit "C": Oriole Road Schedule of Costs Eligible for Road Impact Fee Credits

Exhibit "D": Access Locations and Turn Lanes- Drawing showing access points and turn lanes as shown on the approved Roadway Plans

EXHIBIT "A"

ROADWAY CONSTRUCTION LIMITS

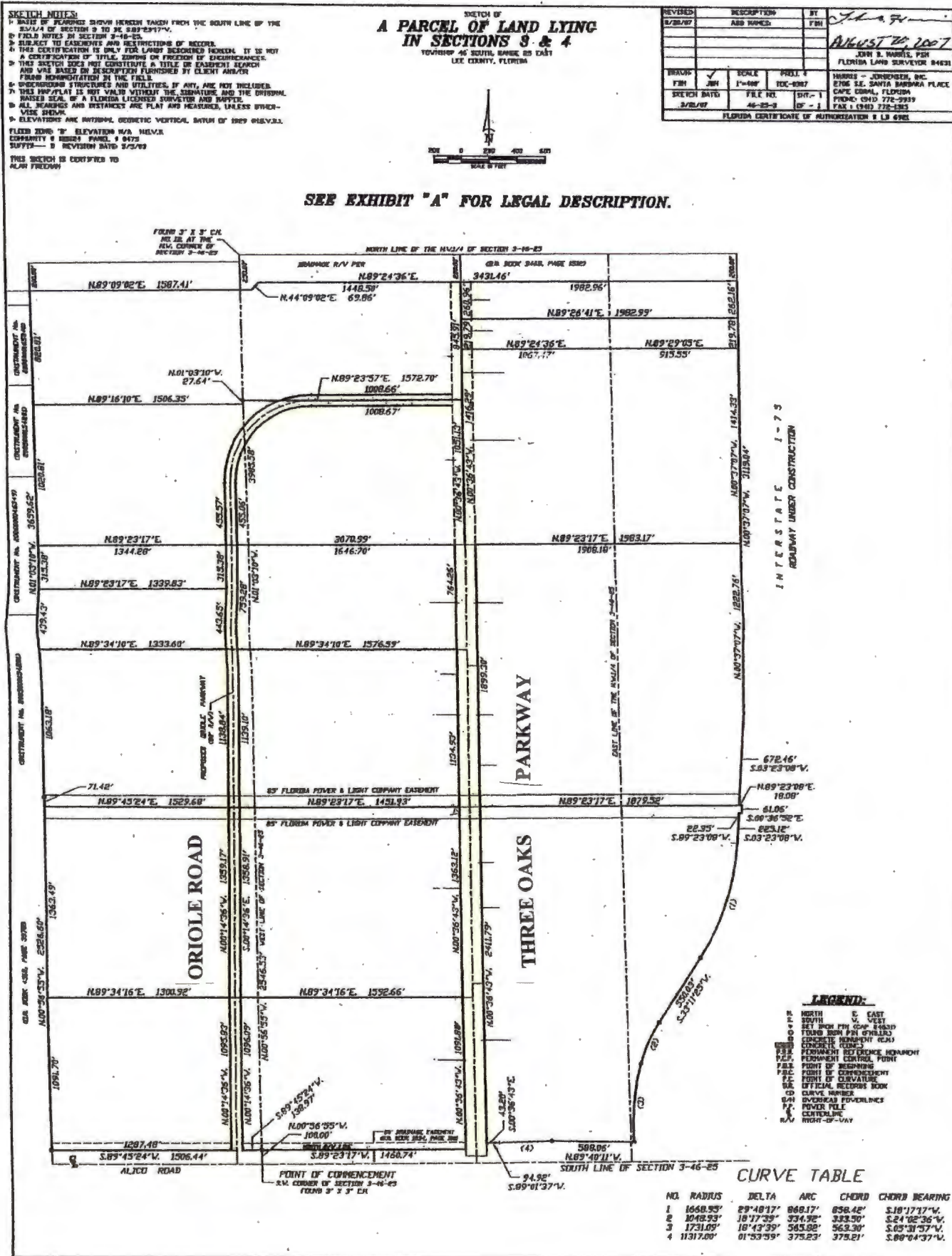


EXHIBIT "B"

THREE OAKS PARKWAY ELIGIBLE ROAD COSTS

PROJECT NAME: THREE OAKS PARKWAY EXTENSION											
DESCRIPTION	QUANTITY			UNIT	UNIT PRICE	CURRENT CONTRACT	DEVELOPER IMPROVEMENT QUANTITY	DEVELOPER IMPROVEMENT AMOUNTS	ORIOLE ROAD AMOUNT	ROADWAY ATTRIBUTED QUANTITY	ROADWAY ATTRIBUTED AMOUNT
	ORIGINAL QUANTITY	CHANGE ORDER	CURRENT CONTRACT								
EARTHWORK											
SILT FENCE	26100		26100	LF	\$1.25	\$32,625.00	0	\$0.00		26100	\$32,625.00
RIP RAP	692		692	CY	\$52.00	\$35,984.00	0	\$0.00		692	\$35,984.00
LAKE EXCAVATION	180000	57640	237640	CY	\$2.29	\$544,195.60	0	\$0.00		237640	\$544,195.60
EXCAVATE/FILL 3 OAKS ON REV. ROAD GRADES		1	1	LS	\$28,000.00	\$28,000.00	0	\$0.00		1	\$28,000.00
LAKE SOD	40335		40335	SY	\$1.45	\$58,485.75	0	\$0.00		40335	\$58,485.75
BERM SECTION 45-7 GRADING WETLAND	6520		6520	LF	\$1.70	\$11,084.00	0	\$0.00		6520	\$11,084.00
BERM SECTION 45-7 SOD WETLAND	21735		21735	SY	\$1.45	\$31,515.75	0	\$0.00		21735	\$31,515.75
BERM SECTION 45-4 GRADING	8960		8960	LF	\$1.70	\$15,232.00	0	\$0.00		8960	\$15,232.00
BERM SECTION 45-4 SOD	29870		29870	SY	\$1.45	\$43,311.50	0	\$0.00		29870	\$43,311.50
BERM SECTION 45-8 GRADING	3900		3900	LF	\$1.70	\$6,630.00	0	\$0.00		3900	\$6,630.00
BERM SECTION 45-8 SOD	13000		13000	SY	\$1.45	\$18,850.00	0	\$0.00		13000	\$18,850.00
SWALE SECTION 45-2 GRADING & EXV.	16410		16410	LF	\$6.52	\$106,993.20	0	\$0.00		16410	\$106,993.20
SWALE SECTION 45-2 SOD	72935		72935	SY	\$1.45	\$105,755.75	0	\$0.00		72935	\$105,755.75
TEMP. SWALE SECTION 45-5 GRADING & EXV.	810		810	LF	\$2.50	\$2,025.00	0	\$0.00		810	\$2,025.00
TEMP. SWALE SECTION 45-5 SOD	1800		1800	SY	\$1.45	\$2,610.00	0	\$0.00		1800	\$2,610.00
MEDIAN FILL	5310		5310	CY	\$7.00	\$37,170.00	0	\$0.00		5310	\$37,170.00
WATER	1		1	LS	\$7,500.00	\$7,500.00	0	\$0.00		1	\$7,500.00
MOW GRASS	1		1	LS	\$7,500.00	\$7,500.00	0	\$0.00		1	\$7,500.00
SUBTOTAL						\$1,095,467.55		\$0.00			\$1,095,467.55
STORM DRAINAGE											
18" ADS TEMP. PIPE	100	-100	0	LF	\$18.50	\$0.00	0	\$0.00		0	\$0.00
14X23 ERCP	7431	-1475	5956	LF	\$39.38	\$234,547.28	4283	\$168,664.54		1673	\$65,882.74
14X23 ERCP, CL 4		1238	1238	LF	\$45.48	\$56,304.24	0	\$0.00		1238	\$56,304.24
19X30 ERCP	1723	-394	1329	LF	\$51.80	\$68,842.20	0	\$0.00		1329	\$68,842.20
24X38 ERCP	192	-32	160	LF	\$72.09	\$11,534.40	0	\$0.00		160	\$11,534.40
38X60 ERCP		128	128	LF	\$147.75	\$18,912.00	0	\$0.00		128	\$18,912.00
24" RCP	254	730	984	LF	\$44.00	\$43,296.00	274	\$12,056.00		710	\$31,240.00
30" RCP	725	-85	640	LF	\$56.20	\$35,968.00	0	\$0.00		640	\$35,968.00
36" RCP	286	58	344	LF	\$75.00	\$25,800.00	0	\$0.00		344	\$25,800.00
42" RCP		240	240	LF	\$95.75	\$22,980.00	0	\$0.00		240	\$22,980.00
54" RCP	160	-160	0	LF	\$142.00	\$0.00	0	\$0.00		0	\$0.00
72" RCP	48		48	LF	\$287.00	\$13,776.00	0	\$0.00		48	\$13,776.00
14X23 MES	27	1	28	EA	\$713.50	\$19,978.00	11	\$7,848.50		17	\$12,129.50
19X30 DOUBLE MES		1	1	EA	\$1,930.00	\$1,930.00	0	\$0.00		1	\$1,930.00
24X38 QUAD MES	1		1	EA	\$5,360.00	\$5,360.00	0	\$0.00		1	\$5,360.00
24" MES	10	-7	3	EA	\$910.00	\$2,730.00	0	\$0.00		3	\$2,730.00
24" DOUBLE MES		1	1	EA	\$1,790.00	\$1,790.00	0	\$0.00		1	\$1,790.00
30" MES	19	-19	0	EA	\$1,410.00	\$0.00	0	\$0.00		0	\$0.00
30" DOUBLE MES		8	8	EA	\$2,750.00	\$22,000.00	0	\$0.00		8	\$22,000.00
36" MES	4	-4	0	EA	\$1,700.00	\$0.00	0	\$0.00		0	\$0.00
36" DOUBLE MES		3	3	EA	\$3,250.00	\$9,750.00	0	\$0.00		3	\$9,750.00
TRIPLE 36 INCH MES	1		1	EA	\$4,861.00	\$4,861.00	0	\$0.00		1	\$4,861.00
42" DOUBLE MES		2	2	EA	\$4,570.00	\$9,140.00	0	\$0.00		2	\$9,140.00
REMOVE EX. 72" DOUBLE HEADWALL	2	-2	0	EA	\$3,000.00	\$0.00	0	\$0.00		0	\$0.00
72" DOUBLE HEADWALL	2	-1	1	EA	\$15,470.00	\$15,470.00	0	\$0.00		1	\$15,470.00
RAISE TOP OF EXIST. 72" DOUBLE HEADWALL 3.6'		1	1	LS	\$5,700.00	\$5,700.00	0	\$0.00		1	\$5,700.00
P-6 CURB INLET	17	-17	0	EA	\$1,130.52	\$0.00	0	\$0.00		0	\$0.00
P-9 CURB INLET		21	21	EA	\$2,900.00	\$60,900.00	11	\$31,900.00		10	\$29,000.00
JUNCTION BOX TYPE 1	2	1	3	EA	\$5,586.00	\$16,758.00	0	\$0.00		3	\$16,758.00
JUNCTION BOX TYPE 2	1		1	EA	\$5,093.00	\$5,093.00	0	\$0.00		1	\$5,093.00

JUNCTION BOX TYPE 3	6	-4	2	EA	\$3,927.00	\$7,854.00	0	\$0.00		2	\$7,854.00
JUNCTION BOX TYPE 4	1		1	EA	\$4,420.00	\$4,420.00	0	\$0.00		1	\$4,420.00
JUNCTION BOX TYPE 5	2	-1	1	EA	\$5,093.00	\$5,093.00	0	\$0.00		1	\$5,093.00
JUNCTION BOX TYPE 6	1		1	EA	\$5,090.00	\$5,090.00	0	\$0.00		1	\$5,090.00
JUNCTION BOX TYPE 7	1		1	EA	\$5,090.00	\$5,090.00	0	\$0.00		1	\$5,090.00
72X120 JUNCTION BOX	1	-1	0	EA	\$9,230.00	\$0.00	0	\$0.00		0	\$0.00
EBB FLOW STRUCTURE & WEIR, BUBBLE	1		1	EA	\$5,480.00	\$5,480.00	0	\$0.00		1	\$5,480.00
INTERMEDIATE CONTROL STR.	5		5	EA	\$9,000.00	\$45,000.00	0	\$0.00		5	\$45,000.00
CONTROL STRUCTURE	1		1	EA	\$41,680.00	\$41,680.00	0	\$0.00		1	\$41,680.00
BROADCREST WEIR	170	-138	32	LF	\$96.00	\$3,072.00	0	\$0.00		32	\$3,072.00
24" TIDE FLEX CHECK VALVE	1	-1	0	EA	\$12,140.00	\$0.00	0	\$0.00		0	\$0.00
TYPE C INLET W/FLUME	17	-10	7	EA	\$3,000.00	\$21,000.00	1	\$3,000.00		6	\$18,000.00
CLEANOUT EXISTING DOUBLE RUN OF 72" RCP	1		1	LS	\$7,475.00	\$7,475.00	0	\$0.00		1	\$7,475.00
REMOVE/EXTEND RCP AND REINSTALL M1-1 & M1-2	1		1	LS	\$1,500.00	\$1,500.00	0	\$0.00		1	\$1,500.00
REMOVE/EXTEND RCP AND REINSTALL M1-1 & M1-2	28		28	LF	\$150.00	\$4,200.00	0	\$0.00		28	\$4,200.00
SUBTOTAL						\$870,374.12		\$223,469.04			\$646,905.08
STORM DRAINAGE											
BORROW PIT TO OUTFALL CANAL											
30" RCP	134	-16	118	LF	\$56.20	\$6,631.60	0	\$0.00	\$6,631.60	0	\$0.00
42" RCP	842	-818	24	LF	\$95.75	\$2,298.00	0	\$0.00	\$2,298.00	0	\$0.00
42" ADS		40	40	LF	\$80.00	\$3,200.00	0	\$0.00	\$3,200.00	0	\$0.00
48" RCP		1305	1305	LF	\$115.35	\$150,531.75	0	\$0.00	\$150,531.75	0	\$0.00
30" MES	2	-2	0	EA	\$1,410.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00
DOUBLE 30" MES		1	1	EA	\$2,750.00	\$2,750.00	0	\$0.00	\$2,750.00	0	\$0.00
42" MES	1	-1	0	EA	\$2,360.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00
48" MES		1	1	EA	\$2,760.00	\$2,760.00	0	\$0.00	\$2,760.00	0	\$0.00
INTERMEDIATE CONTROL STRUCTURE	1		1	EA	\$9,000.00	\$9,000.00	0	\$0.00	\$9,000.00	0	\$0.00
JUNCTION BOX		4	4	EA	\$3,800.00	\$15,200.00	0	\$0.00	\$15,200.00	0	\$0.00
SUBTOTAL						\$192,371.35		\$0.00	\$192,371.35		\$0.00
POTABLE WATER MAIN											
24" CI250 DIP	6400	-98	6302	LF	\$100.00	\$630,200.00	6302	\$630,200.00		0	\$0.00
24" GATE VALVES	11	-4	7	EA	\$13,500.00	\$94,500.00	7	\$94,500.00		0	\$0.00
42" STEEL CASING	458	65	523	LF	\$350.00	\$183,050.00	523	\$183,050.00		0	\$0.00
36X24 HOT TAP	1		1	EA	\$35,000.00	\$35,000.00	1	\$35,000.00		0	\$0.00
30X24 HOT TAP		1	1	EA	\$31,500.00	\$31,500.00	1	\$31,500.00		0	\$0.00
NORTH END CONNECTION	1	-1	0	EA	\$19,840.00	\$0.00	0	\$0.00		0	\$0.00
12" DR 18 WM	1300	-65	1235	LF	\$35.00	\$43,225.00	1235	\$43,225.00		0	\$0.00
12" DIP		47	47	LF	\$40.00	\$1,880.00	47	\$1,880.00		0	\$0.00
12" GATE VALVES	15	-1	14	EA	\$2,300.00	\$32,200.00	14	\$32,200.00		0	\$0.00
24" STEEL CASING	805	125	930	LF	\$140.00	\$130,200.00	930	\$130,200.00		0	\$0.00
FIRE HYDRANTS	6		6	EA	\$4,500.00	\$27,000.00	6	\$27,000.00		0	\$0.00
FLUSH & PIGG WATER MAINS	1		1	LS	\$17,500.00	\$17,500.00	1	\$17,500.00		0	\$0.00
PRESSURE TEST WATER MAINS	1		1	LS	\$10,000.00	\$10,000.00	1	\$10,000.00		0	\$0.00
CHLORINATE & CLEAR WATER MAINS	1		1	LS	\$7,500.00	\$7,500.00	1	\$7,500.00		0	\$0.00
SUB TOTAL						\$1,243,755.00		\$1,243,755.00			\$0.00
FORCEMAIN											
8" DR 18 FORCE MAIN	5940	-1786	4154	LF	\$18.70	\$77,679.80	4154	\$77,679.80		0	\$0.00
8" DR 14 FORCEMAIN	340	-255	85	LF	\$21.93	\$1,864.05	85	\$1,864.05		0	\$0.00
12X8 TAPPING SLEEVE AND VLV.	1	-1	0	EA	\$5,270.00	\$0.00	0	\$0.00		0	\$0.00
RELOCATE EXISTING 12" FORCEMAIN AT ALICO	1		1	LS	\$6,500.00	\$6,500.00	1	\$6,500.00		0	\$0.00
24" SPLIT CASING STEEL		41	41	LF	\$200.00	\$8,200.00	41	\$8,200.00		0	\$0.00
18" CASING STEEL	580	-264	316	LF	\$86.00	\$27,176.00	316	\$27,176.00		0	\$0.00
6" DR 18 FORCE MAIN	940	-25	915	LF	\$16.22	\$14,841.30	915	\$14,841.30		0	\$0.00
6" DR 14 FORCE MAIN	80	19	99	LF	\$17.42	\$1,724.58	99	\$1,724.58		0	\$0.00

6" PLUG VALVES	7	1	8	EA	\$1,080.00	\$8,640.00	8	\$8,640.00	0	\$0.00
16" CASING STEEL	780	-51	729	LF	\$78.00	\$56,862.00	729	\$56,862.00	0	\$0.00
2" ARV	10	-1	9	EA	\$4,590.00	\$41,310.00	9	\$41,310.00	0	\$0.00
8 INCH PLUG VALVE	2	4	6	EA	\$1,530.00	\$9,180.00	6	\$9,180.00	0	\$0.00
PRESSURE CLEANOUT	1	-1	0	EA	\$1,680.00	\$0.00	0	\$0.00	0	\$0.00
10" DR18 FORCE MAIN		1773	1773	LF	\$26.67	\$47,285.91	1773	\$47,285.91	0	\$0.00
10" DR 14 FORCEMAIN		130	130	LF	\$29.35	\$3,815.50	130	\$3,815.50	0	\$0.00
10" PLUG VALVE		2	2	EA	\$1,900.00	\$3,800.00	2	\$3,800.00	0	\$0.00
20" CASING STEEL		284	284	LF	\$106.22	\$30,166.48	284	\$30,166.48	0	\$0.00
SUBTOTAL						\$339,045.62		\$339,045.62		\$0.00
ROADWAY										
2-1/2" S-I ASPHALT	66000	2400	68400	SY	\$10.19	\$696,996.00	18783	\$191,398.77	49617	\$505,597.23
1" S-III ASPHALT	66000	-7050	58950	SY	\$4.78	\$281,781.00	18783	\$89,782.74	40167	\$191,998.26
10" LIMEROCK	67600	2400	70000	SY	\$11.24	\$786,800.00	19788	\$222,417.12	50212	\$564,382.88
12" STABILIZED SUBGRADE	70500	2400	72900	SY	\$2.00	\$145,800.00	19788	\$39,576.00	53112	\$106,224.00
ROUGH GRADING	1		1	LS	\$55,000.00	\$55,000.00	0	\$0.00	1	\$55,000.00
SIGN AND STRIPING	1		1	LS	\$140,375.00	\$140,375.00	0	\$0.00	1	\$140,375.00
TYPE F CURB	8195		8195	LF	\$9.45	\$77,442.75	4496	\$42,487.20	3699	\$34,955.55
TYPE E CURB	1150		1150	LF	\$11.05	\$12,707.50	29	\$320.45	1121	\$12,387.05
4' WIDE TYPE I TRAFFIC SEPARATOR	536		536	LF	\$25.20	\$13,507.20	0	\$0.00	536	\$13,507.20
FLUMES	17		17	EA	\$470.00	\$7,990.00	15	\$7,050.00	2	\$940.00
HANDICAMP RAMPS	32	2	34	EA	\$483.00	\$16,422.00	0	\$0.00	34	\$16,422.00
ADD'L HANDICAP RAMP, PER FDOT INSPECTOR	0	142	142	SF	\$26.25	\$3,727.50	0	\$0.00	142	\$3,727.50
CONCRETE MEDIAN IN FILL	100		100	SF	\$4.73	\$473.00	0	\$0.00	100	\$473.00
5 FT. SIDEWALK	58550		58550	SF	\$2.52	\$147,546.00	0	\$0.00	58550	\$147,546.00
SOD	42900		42900	EA	\$1.45	\$62,205.00	0	\$0.00	42900	\$62,205.00
P-6 CURB INLET TOP	10	-10	0	EA	\$2,370.00	\$0.00	0	\$0.00	0	\$0.00
GUARDRAIL	1	-1	0	LS	\$16,000.00	\$0.00	0	\$0.00	0	\$0.00
CONCRETE BARRIER WALL	0	1	1	LS	\$11,880.00	\$11,880.00	0	\$0.00	1	\$11,880.00
SUBTOTAL						\$2,460,652.95		\$593,032.28		\$1,867,620.67
GENERAL CONDITIONS & MISCELLANEOUS										
MOT	1		1	LS	\$5,000.00	\$5,000.00	0	\$0.00	1	\$5,000.00
ADDITIONAL MONTHLY MOT		7	7	MO	\$380.00	\$2,660.00	0	\$0.00	7	\$2,660.00
DENSITY TEST	1		1	LS	\$12,000.00	\$12,000.00	0	\$0.00	1	\$12,000.00
CONCRETE TESTING	1		1	LS	\$4,000.00	\$4,000.00	0	\$0.00	1	\$4,000.00
NPDES MONITORING	12	7	19	MON.	\$700.00	\$13,300.00	0	\$0.00	19	\$13,300.00
HAY BALES	1000	-1000	0	EA	\$10.00	\$0.00	0	\$0.00	0	\$0.00
BOND	1		1	LS	\$65,000.00	\$65,000.00	0	\$0.00	1	\$65,000.00
ROCK BAGS	200	-110	90	EA	\$10.00	\$900.00	0	\$0.00	90	\$900.00
NPDES PLAN/PERMIT	1		1	LS	\$2,500.00	\$2,500.00	0	\$0.00	1	\$2,500.00
SIGNALIZATION MODIFICATION		1	1	LS	\$7,800.00	\$7,800.00	0	\$0.00	1	\$7,800.00
EXCAVATE AND INSTALL ELECTRONIC MARKERS		1	1	LS	\$4,100.00	\$4,100.00	0	\$0.00	1	\$4,100.00
ADD'L STRIPING-THREE OAKS SO. OF ALICO RD		1	1	LS	\$3,260.00	\$3,260.00	0	\$0.00	1	\$3,260.00
ADDITIONAL GRADING & SOD- DRIVEWAY ENDS		2490	2490	SY	\$1.45	\$3,610.50	0	\$0.00	2490	\$3,610.50
ALUMINUM HANDRAIL PER LCDOT		45	45	LF	\$65.00	\$2,925.00	0	\$0.00	45	\$2,925.00
SUBTOTAL						\$127,055.50		\$0.00		\$127,055.50
FP&L ELECTRIC & TRANSFORMER CHARGES	1	0	1	LF	\$215,747.05	\$215,747.05	0	\$215,747.05	1	\$0.00
6/2 INCH PVC CONDUIT- FP&L	5567		5567	LF	\$6.00	\$33,402.00	0	\$33,402.00	5567	\$0.00
4 INCH PVC CONDUIT- EMBARQ	5200	0	5200	LF	\$4.00	\$20,800.00	0	\$20,800.00	5200	\$0.00
4 INCH PVC CONDUIT- COMCAST	2640	0	2640	LF	\$4.00	\$10,560.00	0	\$10,560.00	2640	\$0.00
CONDUIT ALLOWANCE FOR IRR., LANDSCAPE ETC.	5715	0	5715			\$15,107.24	0	\$0.00	5715	\$15,107.24
SUB-TOTAL						\$295,616.29		\$280,509.05		\$15,107.24

SFWMD PERMIT FEES					\$9,000.00		\$0.00			\$9,000.00
LEE COUNTY PERMIT FEES					\$9,185.05		\$0.00			\$9,185.05
UTILITY PERMIT FEES					\$1,050.00		\$1,050.00			\$0.00
ARMY CORP OF ENGINEERS PERMITTING					\$16,098.00		\$0.00			\$16,098.00
SFWMD DRAINAGE MODELING					\$2,998.75		\$0.00			\$2,998.75
CULTURAL RESOURCE ASSESSMENT					\$2,500.00		\$0.00			\$2,500.00
DEVELOPMENT ORDER PREPARATION- LAKE FENCE					\$2,700.00		\$0.00			\$2,700.00
TRANSPORTATION STUDY & SIGNAL DESIGN					\$21,606.25		\$0.00			\$21,606.25
ROADWAY LANDSCAPE PLANS					\$37,472.00		\$0.00			\$37,472.00
SOIL & MATERIAL TESTING					\$8,395.00		\$0.00			\$8,395.00
ROAD AND DRAINAGE MAINTENANCE					\$32,245.00		\$0.00			\$32,245.00
LIABILITY INSURANCE, SECURITY					\$30,575.84		\$0.00			\$30,575.84
PERMIT RENEWAL & REVIEW COSTS					\$6,253.50		\$0.00			\$6,253.50
SUBTOTAL					\$180,079.39		\$1,050.00			\$179,029.39
SURVEYING					\$127,896.50		\$25,579.30	\$25,579.30		\$76,737.90
ENGINEERING - DESIGN & PERMITTING					\$653,790.67		\$130,758.13	\$130,758.13		\$392,274.40
ENGINEERING - SUPERVISION & AS-BUILTS					\$365,799.68		\$73,159.94	\$73,159.94		\$219,479.81
ENVIRONMENTAL CONSULTING FEES					\$355,216.40		\$71,043.28	\$71,043.28		\$213,129.84
EXOTIC PLANT REMOVAL & WETLAND PLANTING					\$467,453.30		\$93,490.66	\$93,490.66		\$280,471.98
CLEARING AND FENCE RELOCATION					\$141,880.00		\$28,376.00	\$28,376.00		\$85,128.00
CONSTRUCTION MANAGEMENT & ACCOUNTING					\$406,000.00		\$81,200.00	\$81,200.00		\$243,600.00
SUBTOTAL					\$2,518,036.55		\$503,607.31	\$503,607.31		\$1,510,821.93
WETLAND MITIGATION OFF-SITE - PROPERTY					\$1,619,206.15		\$323,841.23	\$323,841.23		\$971,523.69
SUBTOTAL					\$1,619,206.15		\$323,841.23	\$323,841.23		\$971,523.69
GRAND TOTAL					\$10,941,660.47		\$3,508,309.53	\$1,019,819.89		\$6,413,531.05

EXHIBIT "C"

ORIOLE ROAD ELIGIBLE ROAD COSTS

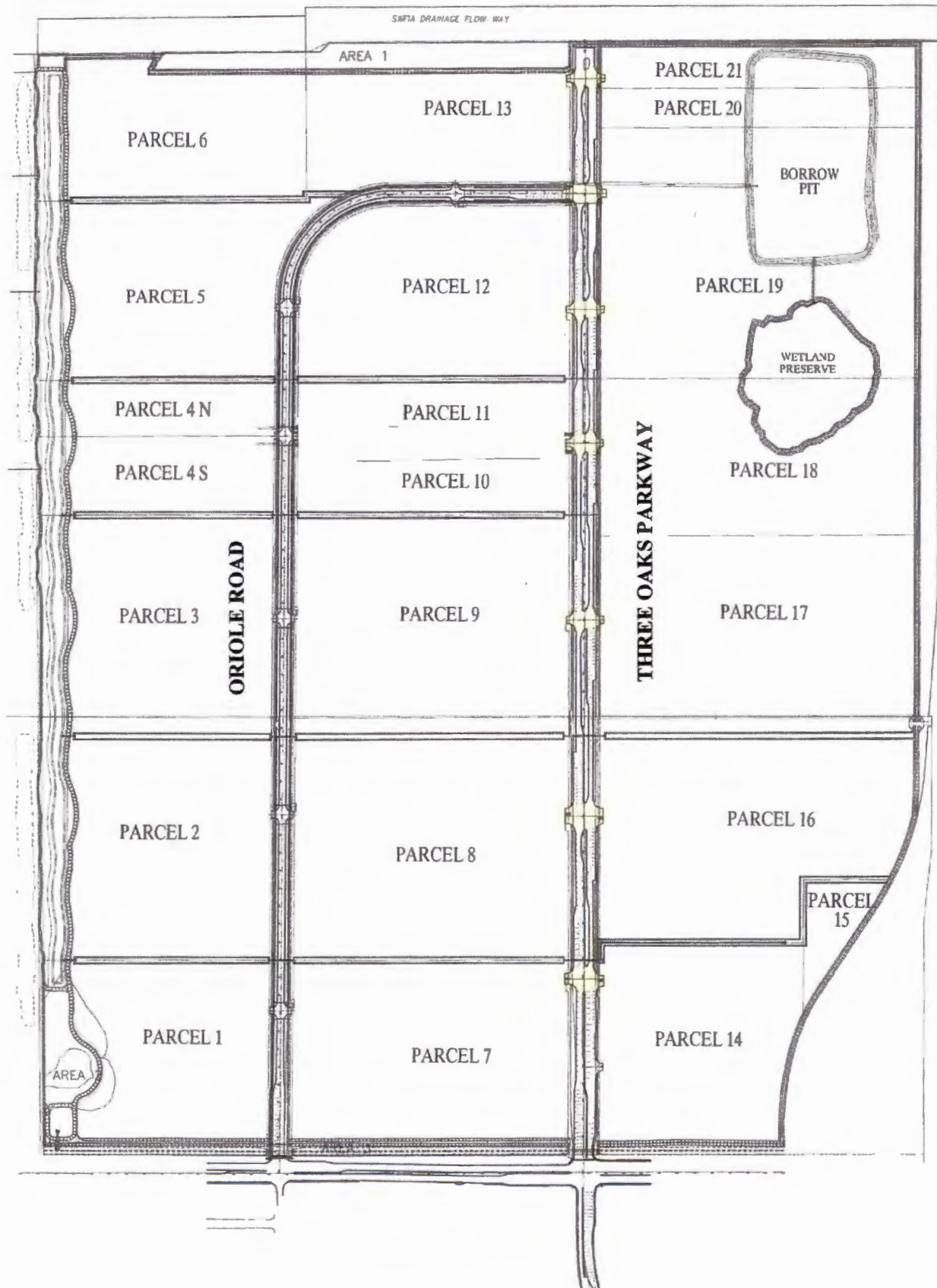
PROJECT NAME: ORIOLE ROAD EXTENSION											
DESCRIPTION	ORIGINAL	QUANTITY	CURRENT	UNIT	UNIT PRICE	CURRENT	DEVELOPER	DEVELOPER	PROJECT COSTS	ROADWAY	ROADWAY
	QUANTITY	CHANGE ORDER	CONTRACT			CONTRACT	IMPROVEMENT QUANTITY	IMPROVEMENT AMOUNTS	INCLUDED FROM MASTER PROJECT	ATTRIBUTED QUANTITY	ATTRIBUTED AMOUNT
EARTHWORK & CULVERT CROSSING											
CULVERT CROSSING- ORIOLE & ALICO	1		1	LS	\$130,940.90	\$130,940.90	0	\$0.00		1	\$130,940.90
ROADWAY FILL	1		1	LS	\$130,847.40	\$130,847.40	0	\$0.00		1	\$130,847.40
MOVE FENCING for RIGHT OF WAY	1		1	LS	\$22,678.00	\$22,678.00	0	\$0.00		1	\$22,678.00
SPRAY SOD	1		1	LS	\$125.00	\$125.00	0	\$0.00		1	\$125.00
SUBTOTAL						\$284,591.30		\$0.00			\$284,591.30
STORM DRAINAGE (CHRISTO)											
12X18 ERCP	1,456	0	1456	LF	\$26.00	\$37,856.00	0	\$0.00		1456	\$37,856.00
14X23 ERCP	1,648	0	1648	LF	\$29.00	\$47,792.00	0	\$0.00		1648	\$47,792.00
19X30 ERCP	720	0	720	LF	\$42.00	\$30,240.00	0	\$0.00		720	\$30,240.00
24" RCP	320	0	320	LF	\$33.00	\$10,560.00	0	\$0.00		320	\$10,560.00
30" RCP	256	0	256	LF	\$44.00	\$11,264.00	0	\$0.00		256	\$11,264.00
12X18 MES	34	0	34	EA	\$400.00	\$13,600.00	0	\$0.00		34	\$13,600.00
14X23 MES	10	0	10	EA	\$400.00	\$4,000.00	0	\$0.00		10	\$4,000.00
24" MES	9	0	9	EA	\$500.00	\$4,500.00	0	\$0.00		9	\$4,500.00
30" MES	8	0	8	EA	\$900.00	\$7,200.00	0	\$0.00		8	\$7,200.00
THROAT INLET w/ POURED TOPS	2	0	2	LS	\$2,000.00	\$4,000.00	0	\$0.00		2	\$4,000.00
TYPE B INLET	4	0	4	EA	\$2,200.00	\$8,800.00	0	\$0.00		4	\$8,800.00
TYPE C INLET	2	0	2	EA	\$1,300.00	\$2,600.00	0	\$0.00		2	\$2,600.00
JUNCTION BOX TYPE 1	4	0	4	EA	\$3,500.00	\$14,000.00	0	\$0.00		4	\$14,000.00
JUNCTION BOX TYPE 2	4	0	4	EA	\$2,800.00	\$11,200.00	0	\$0.00		4	\$11,200.00
TYPE 9 CURB INLET	2	0	2	EA	\$2,000.00	\$4,000.00	0	\$0.00		2	\$4,000.00
TIE into EXISTING INLET	3	0	3	EA	\$1,000.00	\$3,000.00	0	\$0.00		3	\$3,000.00
24" MES & PIPE	0	1	1	LS	\$3,156.00	\$3,156.00	0	\$0.00		1	\$3,156.00
EXTRA BASE around CONCRETE PIPE	0	455	455	TON	\$12.50	\$5,687.50	0	\$0.00		455	\$5,687.50
REMOVE & REPLACE PIPE	0	1	1	LS	\$1,500.00	\$1,500.00	0	\$0.00		1	\$1,500.00
SUBTOTAL						\$224,955.50		\$0.00			\$224,955.50
POTABLE WATER MAIN (CHRISTO)											
12" C900 DR-18	7,270	0	7,270	LF	\$29.50	\$214,465.00	7,270	\$214,465.00		0	\$0.00
12" D.I. PIPE	340	0	340	LF	\$48.00	\$16,320.00	340	\$16,320.00		0	\$0.00
24" STEEL CASING	650	0	650	LF	\$85.00	\$55,250.00	650	\$55,250.00		0	\$0.00
54" SPLIT STEEL CASING	10	0	10	LF	\$450.00	\$4,500.00	10	\$4,500.00		0	\$0.00
12" 90 DEG BEND	2	0	2	EA	\$600.00	\$1,200.00	2	\$1,200.00		0	\$0.00
12" 45 DEG BEND	40	0	40	EA	\$550.00	\$22,000.00	40	\$22,000.00		0	\$0.00
12" 22 DEG BEND	4	0	4	EA	\$550.00	\$2,200.00	4	\$2,200.00		0	\$0.00
12" TEE	13	0	13	EA	\$800.00	\$10,400.00	13	\$10,400.00		0	\$0.00
12" X 6" TEE	7	0	7	EA	\$600.00	\$4,200.00	7	\$4,200.00		0	\$0.00
12" X 2" CAP	6	0	6	EA	\$325.00	\$1,950.00	6	\$1,950.00		0	\$0.00
12" X 2" PLUG	6	0	6	EA	\$300.00	\$1,800.00	6	\$1,800.00		0	\$0.00
12" GATE VALVE	28	0	28	EA	\$2,000.00	\$56,000.00	28	\$56,000.00		0	\$0.00
36" X 12" HOT TAP	1	0	1	EA	\$11,500.00	\$11,500.00	1	\$11,500.00		0	\$0.00
6" GATE VALVE	7	0	7	EA	\$900.00	\$6,300.00	7	\$6,300.00		0	\$0.00
FIRE HYDRANT	7	0	7	EA	\$1,900.00	\$13,300.00	7	\$13,300.00		0	\$0.00
TIE IN TO EXISTING 12" GATE VALVE	1	0	1	EA	\$300.00	\$300.00	1	\$300.00		0	\$0.00
2" JUMPER & FINAL TIE IN	1	0	1	EA	\$2,500.00	\$2,500.00	1	\$2,500.00		0	\$0.00
TESTING	1	0	1	EA	\$5,000.00	\$5,000.00	1	\$5,000.00		0	\$0.00
ROW PERMIT	1	0	1	EA	\$350.00	\$350.00	1	\$350.00		0	\$0.00
MOBILIZATION	1	0	1	LS	\$4,891.00	\$4,891.00	1	\$4,891.00		0	\$0.00

SUB TOTAL						\$434,426.00		\$434,426.00		\$0.00
FORCEMAIN (CHRISTO)										
8" DR 18 C900 FORCE MAIN	1,800	0	1,800	LF	\$17.00	\$30,600.00	1,800	\$30,600.00	0	\$0.00
8" DR 14 C900 FORCE MAIN	80	0	80	LF	\$20.00	\$1,600.00	80	\$1,600.00	0	\$0.00
6" DR 18 C900 FORCE MAIN	3,120	0	3,120	LF	\$14.00	\$43,680.00	3,120	\$43,680.00	0	\$0.00
6" DR 14 C900 FORCE MAIN	220	0	220	LF	\$17.00	\$3,740.00	220	\$3,740.00	0	\$0.00
18" STEEL CASING	57	0	57	LF	\$80.00	\$4,560.00	57	\$4,560.00	0	\$0.00
16" STEEL CASING	590	0	590	LF	\$65.00	\$38,350.00	590	\$38,350.00	0	\$0.00
24" SPLIT STEEL CASING	77	0	77	LF	\$200.00	\$15,400.00	77	\$15,400.00	0	\$0.00
8" 45 DEG BEND	12	0	12	EA	\$450.00	\$5,400.00	12	\$5,400.00	0	\$0.00
8" x 6" REDUCE	1	0	1	EA	\$450.00	\$450.00	1	\$450.00	0	\$0.00
8" x 6" WYE	1	0	1	EA	\$650.00	\$650.00	1	\$650.00	0	\$0.00
6" WYE	4	0	4	EA	\$560.00	\$2,240.00	4	\$2,240.00	0	\$0.00
6" 45 DEG BEND	29	0	29	LF	\$400.00	\$11,600.00	29	\$11,600.00	0	\$0.00
6" X 2" T CAP	6	0	6	EA	\$300.00	\$1,800.00	6	\$1,800.00	0	\$0.00
8" PLUG VALVE	1	0	1	EA	\$2,000.00	\$2,000.00	1	\$2,000.00	0	\$0.00
6" PLUG VALVE	9	0	9	EA	\$1,700.00	\$15,300.00	9	\$15,300.00	0	\$0.00
12" X 8" HOT TAP	1	0	1	LF	\$4,500.00	\$4,500.00	1	\$4,500.00	0	\$0.00
2" AIR RELEASE VALVE	9	0	9	LF	\$3,000.00	\$27,000.00	9	\$27,000.00	0	\$0.00
TESTING	1	0	1	LS	\$4,500.00	\$4,500.00	1	\$4,500.00	0	\$0.00
SUBTOTAL						\$213,370.00		\$213,370.00		\$0.00
ROADWAY (CHRISTO)										
MOBILIZATION	1		1	LS	\$5,500.00	\$5,500.00	0	\$0.00	1	\$5,500.00
12" STABILIZED SUBGRADE	37,600		37600	SY	\$1.85	\$69,560.00	0	\$0.00	37600	\$69,560.00
8" LIMEROCK BASE	37,399		37399	SY	\$9.25	\$345,940.75	0	\$0.00	37399	\$345,940.75
PRIME	37,300		37300	SY	\$0.60	\$22,380.00	0	\$0.00	37300	\$22,380.00
1.5" S-1 ASPHALT	37,200		37200	SY	\$6.45	\$239,940.00	0	\$0.00	37200	\$239,940.00
1" S-III ASPHALT	37,200		37200	SY	\$4.90	\$182,280.00	0	\$0.00	37200	\$182,280.00
TYPE F CURB	1,520		1520	LF	\$14.00	\$21,280.00	0	\$0.00	1520	\$21,280.00
4" CONCRETE SIDEWALK	65,000		65000	SF	\$2.55	\$165,750.00	0	\$0.00	65000	\$165,750.00
8" CONCRETE SIDEWALK	200		200	SF	\$5.50	\$1,100.00	0	\$0.00	200	\$1,100.00
ADA MATS	30		30	SF	\$30.00	\$900.00	0	\$0.00	30	\$900.00
SIGN & STRIPE	1		1	LS	\$76,900.00	\$76,900.00	0	\$0.00	1	\$76,900.00
FINAL DRESS	1		1	LS	\$19,000.00	\$19,000.00	0	\$0.00	1	\$19,000.00
2" STRIP of BAHAI SOD	1		1	LS	\$7,500.00	\$7,500.00	0	\$0.00	1	\$7,500.00
SEED & MULCH	1	-1	0	LS	\$19,000.00	\$0.00	0	\$0.00	0	\$0.00
SOD	0	271,600	271,600	SF	\$0.23	\$62,468.00	0	\$0.00	271,600	\$62,468.00
RE-GRADE	0	1	1	LS	\$4,200.00	\$4,200.00	0	\$0.00	1	\$4,200.00
FILL DIRT	0	918	918	CY	\$10.00	\$9,180.00	0	\$0.00	918	\$9,180.00
STRIPPING & GRADING	1		1	LS	\$5,500.00	\$5,500.00	0	\$0.00	1	\$5,500.00
DISC & COMPACT ROW	1	0	1	LS	\$10,000.00	\$10,000.00	0	\$0.00	1	\$10,000.00
LIMEROCK- Deliver & Spread	0	4,384	4,384	TN	\$12.50	\$54,800.00	0	\$0.00	4,384	\$54,800.00
REGRADE SUBGRADE	0	1	1	LS	\$9,375.00	\$9,375.00	0	\$0.00	1	\$9,375.00
CUT & BALANCE ROADWAY	0	1	1	LS	\$15,980.00	\$15,980.00	0	\$0.00	1	\$15,980.00
SUBTOTAL						\$1,329,533.75		\$0.00		\$1,329,533.75
STORM DRAINAGE										
BORROW PIT TO OUTFALL CANAL										
30" RCP	134	-16	118	LF	\$56.20	\$6,631.60	0	\$0.00	\$6,631.60	\$6,631.60
42" RCP	842	-818	24	LF	\$95.75	\$2,298.00	0	\$0.00	\$2,298.00	\$2,298.00
42" ADS		40	40	LF	\$80.00	\$3,200.00	0	\$0.00	\$3,200.00	\$3,200.00
48" RCP		1305	1305	LF	\$115.35	\$150,531.75	0	\$0.00	\$150,531.75	\$150,531.75
30" MES	2	-2	0	EA	\$1,410.00	\$0.00	0	\$0.00	\$0.00	\$0.00
DOUBLE 30" MES		1	1	EA	\$2,750.00	\$2,750.00	0	\$0.00	\$2,750.00	\$2,750.00

42" MES	1	-1	0	EA	\$2,360.00	\$0.00	0	\$0.00	\$0.00	\$0.00
48" MES		1	1	EA	\$2,760.00	\$2,760.00	0	\$0.00	\$2,760.00	\$2,760.00
INTERMEDIATE CONTROL STRUCTURE	1		1	EA	\$9,000.00	\$9,000.00	0	\$0.00	\$9,000.00	\$9,000.00
JUNCTION BOX		4	4	EA	\$3,800.00	\$15,200.00	0	\$0.00	\$15,200.00	\$15,200.00
SUBTOTAL						\$192,371.35		\$0.00	\$192,371.35	\$192,371.35
GENERAL CONDITIONS & MISCELLANEOUS										
MOT	1		1	LS	\$1,600.00	\$1,600.00	0	\$0.00		\$1,600.00
ADDITIONAL MOT- ROAD CLOSED SIGNS	0	10	10	EA	\$700.00	\$7,000.00	0	\$0.00	10	\$7,000.00
BOND	0		0	LS	\$0.00	\$0.00	0	\$0.00	0	\$0.00
ROCK DISPOSAL	0	1	1	LS	\$2,580.00	\$2,580.00	0	\$0.00	1	\$2,580.00
NPDES PLAN/PERMIT	1		1	LS	\$400.00	\$400.00	0	\$0.00	1	\$400.00
SILT FENCE	1,200	0	1,200	LF	\$1.50	\$1,800.00	0	\$0.00	1200	\$1,800.00
UTILITY CONDUIT- 4" PVC	0	2,200	2,200	LF	\$4.00	\$8,800.00	2,200	\$8,800.00	0	\$0.00
UTILITY CONDUIT 6" PVC	0	1,500	1,500	LF	\$5.00	\$7,500.00	1,500	\$7,500.00	0	\$0.00
SUBTOTAL						\$29,680.00		\$16,300.00		\$13,380.00
LEE COUNTY PERMIT FEES						\$4,527.00	0	\$0.00		\$4,527.00
UTILITY PERMIT FEES						\$8,393.65	0	\$0.00		\$8,393.65
TRANSPORTATION STUDIES & CONSULTING						\$32,300.00	0	\$0.00		\$32,300.00
SOIL TESTS						\$3,259.00	0	\$0.00		\$3,259.00
DENSITY TESTS						\$7,084.00	0	\$0.00		\$7,084.00
SUB-TOTAL						\$55,563.65		\$0.00		\$55,563.65
SURVEYING						\$25,865.00	0	\$0.00	\$25,579.30	\$51,444.30
ENGINEERING - DESIGN & PERMITTING						\$119,563.38	0	\$0.00	\$130,758.13	\$250,321.51
ENGINEERING - SUPERVISION & AS-BUILTS						\$31,079.93	0	\$0.00	\$73,159.94	\$104,239.87
DEWATERING PERMIT STUDIES & CONSULTING						\$3,800.00	0	\$0.00	\$0.00	\$3,800.00
ENVIRONMENTAL CONSULTING FEES						\$0.00	0	\$0.00	\$71,043.28	\$71,043.28
EXOTIC PLANT REMOVAL & WETLAND PLANTING						\$0.00	0	\$0.00	\$93,490.66	\$93,490.66
CLEARING & FENCE RELOCATION						\$0.00	0	\$0.00	\$28,376.00	\$28,376.00
CONSTRUCTION MANAGEMENT & ACCOUNTING						\$0.00	0	\$0.00	\$81,200.00	\$81,200.00
WETLAND MITIGATION OFF-SITE PROPERTY						\$0.00	0	\$0.00	\$323,841.23	\$323,841.23
SUBTOTAL						\$180,308.31		\$0.00	\$827,448.54	\$1,007,756.85
LAND- ORIOLE ROAD RIGHT OF WAY	12.46 Ac	0	542,758	SF	\$4.50	\$2,442,411.00	0	\$0.00		\$2,442,411.00
SUBTOTAL						\$2,442,411.00		\$0.00		\$2,442,411.00
GRAND TOTAL						\$5,387,210.86		\$664,096.00	\$1,019,819.89	\$5,550,563.40
ROAD IMPACT FEE CREDITS ALLOCATED AT 25%										\$1,387,640.85

EXHIBIT "D"

ACCESS LOCATIONS AND TURN LANES



AGENDA ITEM REPORT

DATE: September 3, 2024
DEPARTMENT: Transportation
REQUESTER: Rob Price
TITLE: Approve Impact Fee Agreement and Issuance of Impact Fee Credits for Three Oaks Pkwy. & Oriole Rd.

I. MOTION REQUESTED

- A) Approve Impact Fee Credit Agreement with North Alico Property Owners Association, Inc for the construction of portions of Three Oaks Parkway and Oriole Road.
- B) Approve the issuance of impact fee credits in the amount of \$7,801,171.90.

II. ITEM SUMMARY

Approves an Impact Fee Credit Agreement and issuance of \$7,801,171.90 in impact fee credits to North Alico Property Owners Association, Inc. (North Alico) for the construction of portions of Three Oaks Parkway and Oriole Road. The County and North Alico Property Owners Association agreed that North Alico would construct approximately 6,000 lineal feet of the Three Oaks Parkway extension north of Alico Road to the Fiddlesticks Canal, and approximately 6,000 lineal feet of Oriole Road north of Alico Road which intersects with Three Oaks Parkway. In turn, North Alico would receive impact fee credits for the eligible costs. The credits may be used by North Alico in the Southwest, Southeast and Central Road Impact Fee Districts in accordance with Land Development Code Section 2-275.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

Approve an Impact Fee Credit Agreement with North Alico (North Alico) Property Owners Association, Inc for the construction of portions of Three Oaks Parkway and Oriole Road. This Agreement approves the issuance of \$7,801,171.90 in credits to North Alico. North Alico applied to the County for authorization to proceed to accelerate the design and construction of Three Oaks Parkway from Alico Road north to the Fiddlesticks Canal and also to extend Oriole Road (a major collector road) from Alico Road north to the intersection with Three Oaks Parkway Extension by having North Alico provide financing and prepaying the costs to permit and construct the extension of these roadway improvements including related environmental mitigation required by the permits from various Federal, State, and local agencies in exchange for Road Impact Fee Credits.

B) Policy Issues

C) BoCC Goals

D) Analysis

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	See Comments below.
B)	Is this item approved in the current budget?	N/A
C)	Is this a revenue or expense item?	N/A
D)	Is this Discretionary or Mandatory?	N/A
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Program:	

	Project: Account Strings:	
G)	Fund Type?	Other: Transportation Capital Improvement
H)	Comments: This agreement approves issuing \$7,801,171.90 in impact fee credits to North Alico Property Owners Association.	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
Three Oaks Pkwy Impact Fee Credit Agreement	8/13/2024	Agreement
Three Oaks Pkwy Impact Fee Credit Agreement-Exhibit A	8/13/2024	Agreement
Three Oaks Pkwy Impact Fee Credit Agreement-Exhibit B	8/13/2024	Agreement
Three Oaks Pkwy Impact Fee Credit Agreement-Exhibit C	8/13/2024	Agreement
Three Oaks Pkwy Impact Fee Credit Agreement-Exhibit D	8/13/2024	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Transportation	Price, Rob	Approved	8/21/2024 - 1:30 PM
Budget Services	Guttery, Angela	Approved	8/23/2024 - 1:58 PM
Budget Services	Winton, Peter	Approved	8/26/2024 - 8:58 AM
County Attorney	Adams, Joseph	Approved	8/27/2024 - 10:03 AM
County Manager	Hamer, David	Approved	8/27/2024 - 3:09 PM