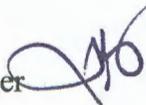




9401 CORKSCREW PALMS CIRCLE
ESTERO, FLORIDA 33928
TEL 239-221-5035
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MEMORANDUM

TO: Village Council
FROM: Steve Sarkozy, Village Manager 
DATE: October 13, 2016
SUBJECT: Assumption of Road Maintenance Responsibilities

On the agenda for Wednesday's Council meeting is a discussion concerning the potential assumption of road maintenance responsibilities from the County, via termination of portions of our current inter-local agreement with the County. This discussion is not intended to serve as a decision point, but rather, an informative conversation concerning the options available to the Council and the respective risks and rewards of such options.

Procedurally, the Council has several options for moving forward in this process:

- 1) Continue the maintenance agreement with the County, for the remainder of the fiscal year.
- 2) Establish a notice-to-terminate date for the road maintenance portion of the contract, thus initiating the requisite 60-day period preceding maintenance takeover (Natural Resources and Animal Control portion of the contract would remain)

Option 1:

The Council has signed an inter-local agreement with the County for approximately \$2.6 million, which provides all road maintenance responsibilities through the close of the fiscal year. Service levels would remain unchanged, as would costs, but maintenance responsibilities would remain with the County: the Village would not need to increase staff capacity. The Council has reduced the budgeted allocation for these services to \$2.2 million for the current fiscal year.

Option 2:

The Council could establish a notice-to-terminate date, and assume maintenance responsibilities on selected roads 60 days following such a declaration. Such maintenance responsibilities could include, but are not limited to, the following: median mowing, ROW mowing, landscape maintenance, bridge maintenance, handrail/guardrail maintenance, signage, roadway striping, bike path maintenance, sidewalk maintenance, pothole filling, standard road maintenance.

Roads to be Assumed:

The following roads, and all responsibilities attached to them, are currently maintained by the County, via payment from the Village. If the Council decides to terminate the maintenance agreement, a determination of which roads to assume would be made.

Under consideration to be assumed by the Village:

Armada Court, Broadway East, Broadway West, Charing Cross Circle, Coconut Drive, Coconut Road, Commons Way, Coralee Avenue, Corkscrew Village Lane, County Road, Estero Parkway, Estero Parkway Extension, Highlands Avenue, Lords Way Street, Mederia Lane, Palmetto Terrace, Park Place, Pine Tree Lane, Poinciana Avenue, Porthole Court, River Ranch Road, Riverside Drive, Roundabout (we are clarifying this), Royal Palm Drive, Sandy Lane, See See Street, Spring Creek Road, Trailside Drive, Via Coconut Point, Williams Road.

Under consideration to be maintained by the County:

Ben Hill Griffin Parkway, Corkscrew Road, Imperial Parkway, Three Oaks Parkway

Potential Risks of Road Maintenance Assumption:

Cost:

Given the County's size, both in breadth of services provided and staff, it is likely that they benefit from economies of scale, to some degree. Additionally, other municipalities, of similar size and governing philosophy to our own, have maintained roads for many years- they thus, very likely, have streamlined their processes. The Village would therefore likely pay more initially, per unit, for services than the County or comparable, established municipalities, currently do. Further, initial studies to establish Village inventories of lighting in the Village, signage reflectivity, among others, may represent additional, up-front expenses (if such data is not available).

Liability:

Should the Village decide to assume such responsibility, it should be comfortable with the liability assumed with such action. The staff will plan for every contingency it can imagine, and we are confident we can, but there is some element of risk in such a new venture. Ensuring stop signs are replaced within the legally mandated time frame, or providing a means for pothole filling, would now fall under the purview of Village responsibilities. Residents will now call the Village with such issues, and we will be liable to address them.

Potential Rewards of Road Maintenance Assumption:

Cost:

Budgets for comparable cities suggest that the Village can maintain such services at a lower cost than it is currently paying to the County. Though the County benefits from economies for scale, it also maintains a significant staff level, and responds to issues on a County-wide basis. Given the Village's relatively small total lane mileage, further magnified through a limited takeover (certain streets stay with the County), the Village represents a small portion of the work performed

by the County. More data will allow us to better understand the potential significance of these savings, and we have requested such data.

Control:

The counterbalance to the liability concern, is the potential for Village control of maintenance activities. Maintenance assumption would provide the Village with the opportunity to directly interact with contractors, throughout the duration of the contract, as well as during the bid and contract negotiation process. Such control also provides an avenue for enhanced data analysis and metric-based performance evaluation of work performed, for contractors, council, staff, and residents alike.

Next Steps:

Staff is preparing rough cost estimates, based upon County contracts executed with contractors, as well as contracts executed by neighbor municipalities with contractors. It must be stressed that such estimates, given the uncertainty surrounding this termination process, represent educated estimates as opposed to projections. Greater detail in our budgeting will come as individual maintenance contracts are developed.

If the Council expresses interest in terminating portions of the current maintenance agreement (maintaining the Natural Resources and Animal Control portion) with the County, it is advised that they would formally do so on November 2nd (the next Council meeting). This would then begin the 60 day countdown, paving the way for Village maintenance responsibilities to commence on January 1st.

I look forward to our discussion of this topic on Wednesday.

Steve

INTERLOCAL AGREEMENT
BY AND BETWEEN
LEE COUNTY AND THE VILLAGE OF ESTERO

(OWNERSHIP, JURISDICTION, OPERATION, AND MAINTENANCE OF CERTAIN ROADS)

THIS INTERLOCAL AGREEMENT is made and entered into this ___ day of _____, 2016, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida ("County"), and the **VILLAGE OF ESTERO**, a municipal corporation of the State of Florida ("Village"), collectively the Parties hereto.

WHEREAS, the Village Council is the governing body in and for the Village of Estero and the Board of County Commissioners (the "Board") is the governing body in and for Lee County; and

WHEREAS, the Village became an incorporated municipality on December 31, 2014; and,

WHEREAS, the Village made a request for the County to pay 100% of the cost for completing the sidewalks along portions of Estero Parkway and repaving Estero Parkway; and,

WHEREAS, on September 6, 2016, the Board approved the request for payment of \$1,686,610 for construction of a 5 foot sidewalk along Estero Parkway and payment of \$509,603 for resurfacing Estero Parkway in 2019; and,

WHEREAS, the Parties agree that it is in the public's interest to enter into an Agreement regarding the procedures, rights, duties and obligations which apply to the ownership, jurisdiction, operation and maintenance of certain roads within the boundaries of the Village of Estero; and,

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (the "Act") set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities; and,

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local community; and,

WHEREAS, the Parties hereto find that entering into this Interlocal Agreement serves a public purpose and is to the public's benefit.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the COUNTY and the VILLAGE hereby agree as follows:

SECTION I. PURPOSE AND INTENT.

It is the purpose and intent of this Interlocal Agreement to define the terms and conditions under which the County will transfer certain road ownership and jurisdictional responsibilities to the Village. All terms and conditions of this Interlocal Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purposes as set forth above.

SECTION II. AUTHORITY FOR AGREEMENT.

The Village represents to the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the governing body of the Village and constitutes a legal, valid and binding obligation of the Village. The County represents to the Village that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Board of County Commissioners and constitutes a legal, valid and binding obligation of the County.

SECTION III. OWNERSHIP, OPERATION, AND MAINTENANCE OF CERTAIN ROADS.

Pursuant to § 335.0415, Fla. Stat., the County hereby transfers over to the Village for purposes of Village ownership, jurisdiction, permitting, operation and maintenance, all of the local roads located within the corporate limits of the Village as listed below, in perpetuity.

	CLASS	LENGTH	MILES
ARMADA CT	Local	750	0.14
BROADWAY E	Minor Collector	375	0.07
BROADWAY W	Major Collector	7,650	1.45
CHARING CROSS CIR	Local	3,255	0.62
COCONUT DR	Local	1,200	0.23
COCONUT RD	Major Collector	26,200	4.96 *
COMMONS WAY	Local	335	0.06
CORALEE AVE	Local	1,300	0.25
CORKSCREW VILLAGE LN	Local	535	0.10

COUNTY RD	Local	700	0.13
ESTERO PKWY	Arterial	19,119	3.62
HIGHLANDS AVE	Local	2,055	0.39
LORDS WAY ST	Local	320	0.06
MEDERIA LN	Local	715	0.14
PALMETTO TER	Local	795	0.15
PARK PL	Local	1,810	0.34
PINE TREE LN	Local	2,170	0.41
POINCIANA AVE	Local	675	0.13
PORTHOLE CT	Local	780	0.15
RIVER RANCH RD	Major Collector	4,037	0.76
RIVERSIDE DR	Local	2,005	0.38
ROUNDAABOUT	Major Collector	230	0.04
ROYAL PALM DR	Local	1,305	0.25
SANDY LN	Minor Collector	3,865	0.73
SEE SEE ST	Local	1,400	0.27
SPRING CREEK RD	Minor Collector	2,660	0.50 **
TRAILSIDE DR	Local	2,215	0.42
VIA COCONUT POINT	Major Collector	19,980	3.78
WILLIAMS RD	Major Collector	14,480	2.74

*** The West end of Coconut Road beginning just east of Via Veneto Blvd., is outside of the corporate limits of the Village and therefore that portion of the road is not included within this Agreement.**

**** The South end of Spring Creek Road, south of Pelican Colony Blvd., is outside of the corporate limits of the Village and therefore that portion of the road is not included within this Agreement.**

No other roads, or portions thereof, located within the corporate limits of the Village, other than those listed herein shall be transferred to the Village without amendment to this Agreement. The following roads will remain as part of the County Transportation system and under the County's ownership, control, and jurisdiction:

	CLASS	LENGTH
BEN HILL GRIFFIN PKWY	Arterial	9,750
CORKSCREW RD	Arterial	30,976
ESTERO PKWY EXT	Arterial	9,410
IMPERIAL PKWY	Arterial	3,900
THREE OAKS PKWY	Arterial	40,810

As a result of the transfer of these roads to the Village, the Village shall assume forever, all jurisdictional, operational, Right of Way permitting, maintenance responsibilities and attendant liabilities for the listed roads as of the Effective Date of this Agreement. All Right of Way permit applications will be transferred to the Village within 14 days from the Effective Date of this Agreement.

SECTION IV. ESTERO PARKWAY SIDEWALK IMPROVEMENTS AND REPAVING.

Pursuant to the Board’s action on September 6, 2016, the County agrees to reimburse the Village up to \$1,686,610 for the costs of construction of a 5-foot sidewalk along Estero Parkway in the locations identified in the attached Exhibit “A.” The payment shall be made no later than 30 days after receipt of a written invoice by the Village for the final costs for construction of the sidewalk. If a wider sidewalk is constructed, the County’s obligation will be limited to the prorated amount for a 5’ sidewalk.

Pursuant to the Board’s action on September 6, 2016, the County agrees to reimburse the Village, within the 2019 fiscal year, up to \$509,603 for resurfacing Estero Parkway from the eastern right-of-way of US 41 to the western right-of-way of Three Oaks Parkway. The payment shall be made no later than 30 days after receipt of the final costs for repaving the road. If the Village provides the repaving prior to 2019, the County will not be obligated for payment until the 2019 fiscal year and after receipt of the final costs for repaving the road.

SECTION V. MODIFICATION.

This Agreement may not be modified unless such modifications are in the form of a written amendment, executed by both Parties.

SECTION VI. APPLICABLE LAW

This Agreement shall be construed and interpreted according to the laws, rules and regulations of the City, the County and the State of Florida.

SECTION VII. SCOPE OF THE AGREEMENT

This Agreement, including any incorporated exhibits or amendments, constitutes the entire Agreement between the Parties and shall supersede and control over any or all prior Agreements or understandings, either written or oral, relating to the matters herein.

SECTION VIII. NOTICES

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective Parties as follows:

Lee County: Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902-0398
Attention: County Manager

Village of Estero: Village of Estero Council
21500 Three Oaks Parkway
Estero, Florida 33928
Attention: Village Manager

The address to which any notice or demand may be given to either party may be changed in writing.

SECTION IX. EFFECTIVE DATE.

This Agreement will be effective on the last date signed by the Chair or Vice-Chair of the Board of County Commissioners of Lee County, Florida, or City Council.

SECTION X. MISCELLANEOUS.

- a) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the County and the Village.
- b) The drafting of this Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.
- c) In no case shall either Party be liable to the other for either consequential or special damages of any kind whatsoever, including, but not limited to, lost revenues, or any other damages of any kind.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year first written above.

ATTEST:

VILLAGE OF ESTERO

By: _____
Clerk, Village of Estero

By: _____
Nick Batos, Mayor

APPROVED AS TO FORM:

By: _____
Village Attorney

ATTEST: LINDA DOGGETT
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Franklin B. Mann, Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: _____
Office of the County Attorney



 Sidewalk Segments to be Constructed

