

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 20, 2016

Agenda Item:

Interlocal Agreement by and between Lee County and the Village of Estero regarding the Ownership, Jurisdiction, Operation, and Maintenance of certain roads.

Action Requested:

The Village Council is requested to approve the attached Interlocal Agreement which formally transfers all responsibilities from the County to the Village effective January 7, 2017.

Of note, the collaboration between the County and the Village on improvements to Estero Parkway is also included in this agreement. Specifically, Section V: Estero Parkway Sidewalk Improvements and Repaving formalizes the County Board action to contribute \$1,686,610 for the construction of the sidewalk to be paid within 30 days of invoicing from the Village and the \$509,603 contribution for the road resurfacing to be paid in Fiscal Year 2019.

Description:

The roads to be transferred are described in the document and also in the attached map. These road segments have been discussed at length at prior Council Workshops.

Financial Impact:

The costs of Annual Maintenance, Major Maintenance and Road Widening and Right-of Way improvements have been discussed with Council. The proposed on-going use of \$2.6M, that has been provided to Lee County for road maintenance, plus any available Road Impact Fee resources is thought to be adequate to maintain our road system in top condition.

Staff Recommendation:

Staff recommends Village Council approval of the Interlocal Agreement and the Road Maintenance Contracts following on this same Agenda.

The Village Council has been clear that a major reason for incorporation as a municipality was the desire to control the level and overall quality of our infrastructure. After careful study and numerous public discussions we believe that the best way for this outcome to occur is to have direct control of roads and the public rights-of-way.

Staff stands ready to answer questions that the Council may have.

Respectfully submitted.

Attachments:

1. Interlocal Agreement and Exhibits

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

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

THIS INTERLOCAL AGREEMENT is made and entered into this 20th day of December, 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 and ditches and roadside drainage swales 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. RECITALS

The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this Agreement.

SECTION II. 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 III. 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 IV. OWNERSHIP, OPERATION, AND MAINTENANCE OF CERTAIN ROADS AND DITCHES.

A. Roads:

Pursuant to § 335.0415(3), Florida Statutes (2016), 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 and in the attached Exhibit "A," in perpetuity. "Local roads" as provided herein includes the entirety of the associated county-owned right-of-way along with any appurtenances, including but not limited to, traffic signals, signage, guardrails, landscaping, roadside drainage swales, bridges, roundabouts, or railroad crossings.

	CLASS	LENGTH	MILES
ARMADA CT	Local	750	0.14
BROADWAY E	Minor Collector	3,705.19	0.7
BROADWAY W	Major Collector	8,593	1.63
CHARING CROSS CIR	Local	3,266	0.62
COCONUT DR	Local	1,189.38	0.23
COCONUT RD*	Major Collector	28,607.80	5.42
COMMONS WAY	Local	335	0.06
CORALEE AVE	Local	1,350.56	0.25
CORKSCREW VILLAGE LN	Local	535	0.1
Corkscrew Road West of US 41***	UNKNOWN		
COUNTY RD	Local	601.45	0.11
ESTERO PKWY	Arterial	19,462.90	3.68
HIGHLANDS AVE	Local	2,041.83	0.39
LORDS WAY ST	Local	620.44	0.12
MEDERIA LN	Local	719.65	0.14
PALMETTO TER	Local	788	0.15
PARK PL	Local	1,803.65	0.34
PINE TREE LN	Local	2,170	0.41
POINCIANA AVE	Local	675	0.13
PORTHOLE CT	Local	754.98	0.14
RIVER RANCH RD	Major Collector	3,946.66	0.75
RIVERSIDE DR	Local	1,900	0.36
ROYAL PALM DR	Local	1,297.11	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	0.5
TRAILSIDE DR	Local	2,200.48	0.42
VIA COCONUT POINT	Major Collector	29,231.58	5.54
WILLIAMS RD	Major Collector	14,218.52	2.69
	Total	138,689.18	26.27

* The West end of Coconut Rd 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 Rd, 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.**

***** Corkscrew Road West of US 41 is not a County owned or maintained road and has not been accepted for maintenance by the County. However, at the request of the Village, the County hereby transfers, releases, and quit-claims to the Village any and all rights, title interests, claims and demands which the County has in and to the portion of Corkscrew Road West of US 41, to the extent such interests exist.**

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.

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, maintenance, 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

B. Ditches:

The County hereby transfers over to the Village for purposes of Village ownership, jurisdiction, permitting, operation and maintenance, all of the ditches located within the corporate limits of the Village as listed in the attached Exhibit "B," in perpetuity, subject to the following:

1. The Ditches must remain in compliance with the Lee County National Pollutant Discharge Elimination System (NPDES) Program, Municipal Separate Stormwater System (MS4) Program; and,

2. No other Ditches, or portions thereof, located within the corporate limits of the Village, other than those listed in Exhibit "B" shall be transferred to the Village without amendment to this Agreement.

SECTION V. ESTERO PARKWAY SIDEWALK IMPROVEMENTS AND REPAVING.

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 "C.". 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.

Furthermore, 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 VI. MODIFICATION.

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

SECTION VII. APPLICABLE LAW

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

SECTION VIII. 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 IX. 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
9401 Corkscrew Palms Circle
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 X. EFFECTIVE DATE.

This Agreement shall be effective as of January 7th, 2017.

SECTION XI. MISCELLANEOUS.

A. The terms and conditions of this Agreement shall extend to and bind the 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.

D. It is understood by the Parties that there may be other Lee County landscape and maintenance agreements which provide for certain road or right-of-way maintenance obligations on roads to be turned over. Lee County hereby assigns, transfers, or conveys any rights and obligations it may have under those landscape and maintenance Agreements to the Village. To the extent required under those Agreements, Lee County further agrees to assign, transfer, or convey its rights and obligations in accordance with the terms of those Agreements. The County will agree to process and release any sureties impacted by assignment or transfer of the County's interest in such agreements.

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: _____
John Manning, Chair

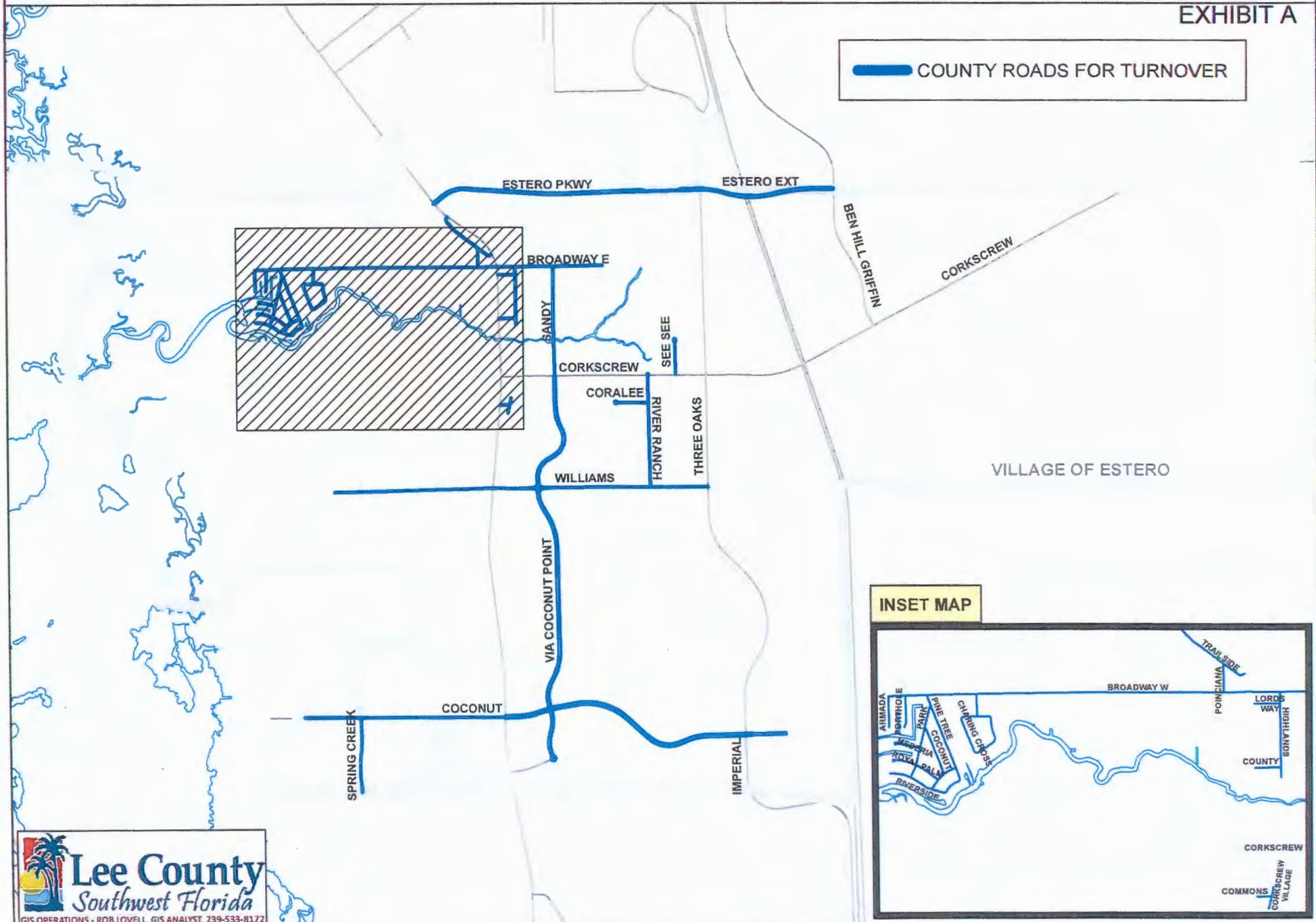
APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: _____
Office of the County Attorney

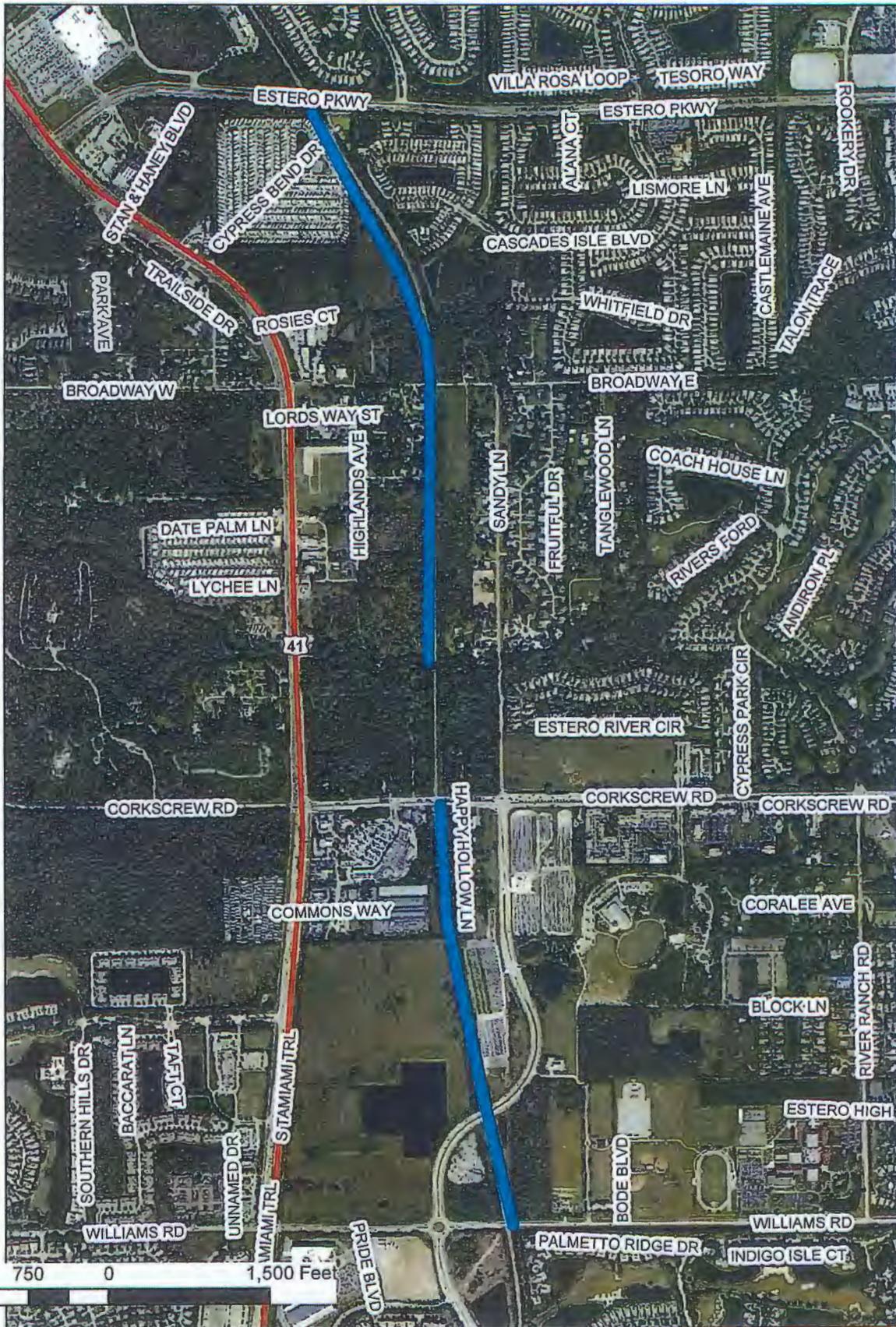
VILLAGE OF ESTERO ROAD TURNOVER

EXHIBIT A

 COUNTY ROADS FOR TURNOVER



ESTERO RAILROAD DITCH, 9,000'



CHARLING CROSS DITCH, 1,100' AND BROADWAY POWERLINE DITCH, 2,200'



1,000 Feet

0

500

1,000



 Sidewalk Segments to be Constructed

