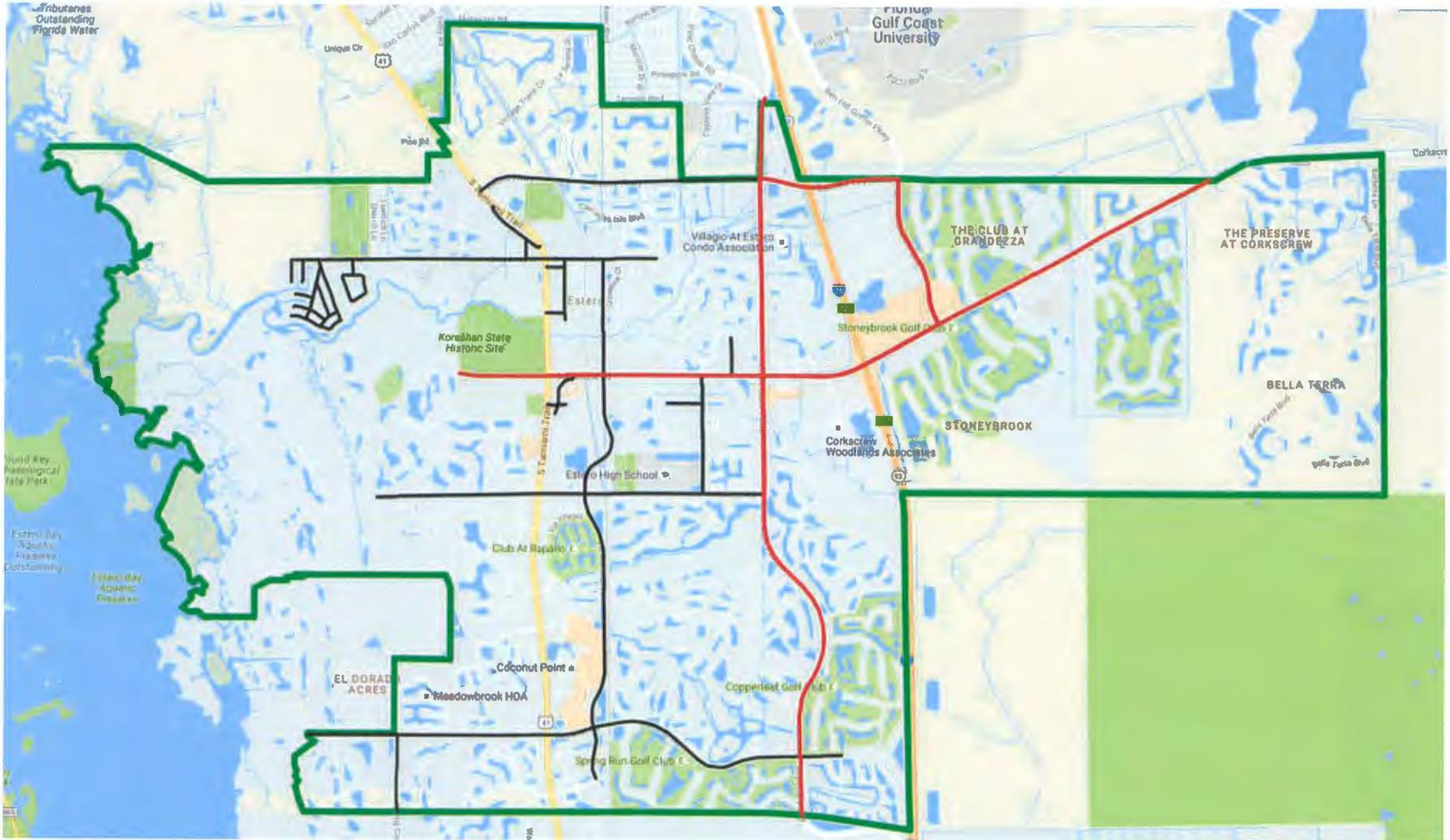


Black roads to be assumed, red roads to remain with County:



Roads to be Assumed (roads highlighted red will remain with County):

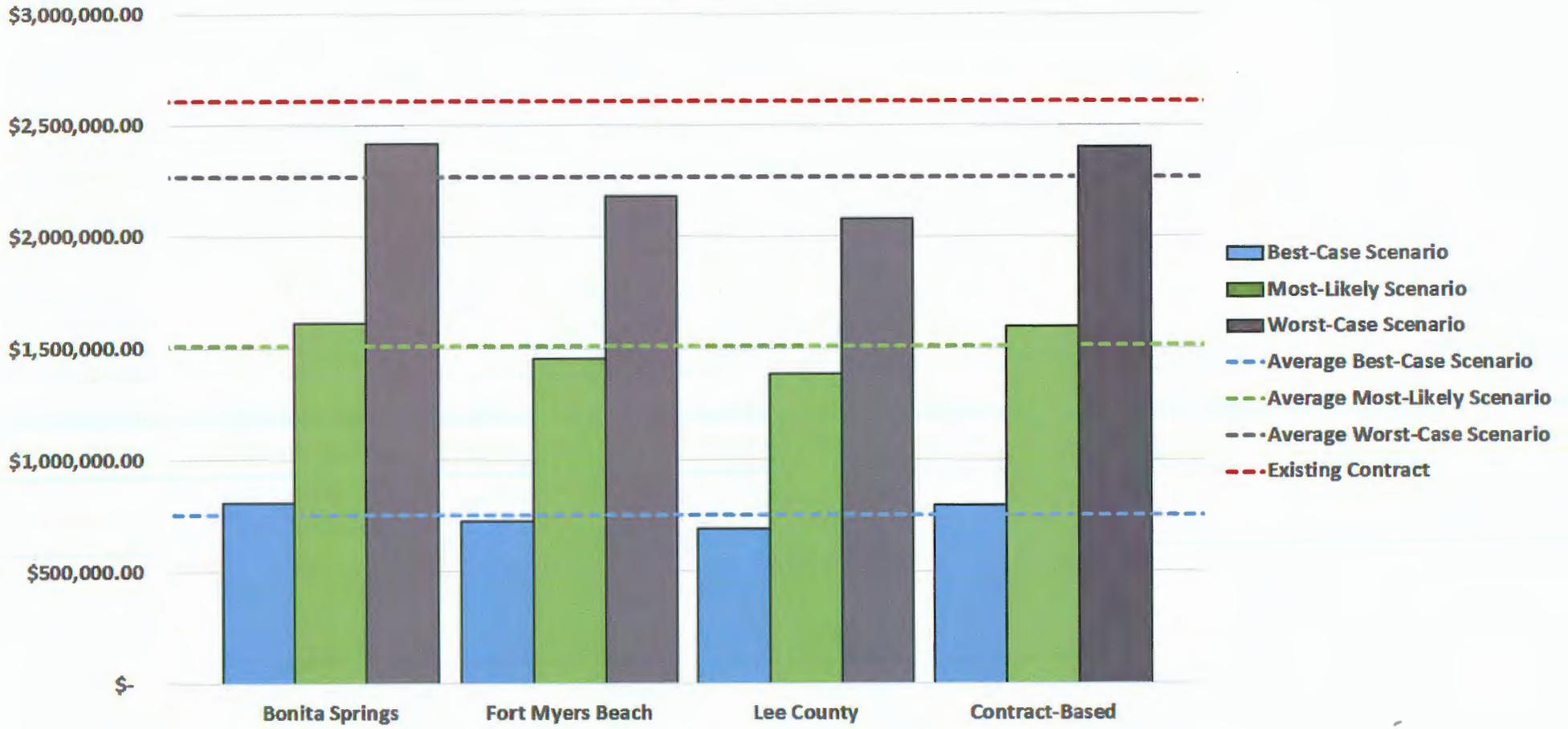
Road	LCDOT Rating	Estero Condition	Class	Length (feet)	SY	Miles	Est. Cost @ \$7.50/SY
Armada Court	53	Fair	Local	750	1,667	0.14	\$12,502.50
Ben Hill Griffin Parkway	89	Good	Arterial	9,750	38,700	1.85	\$290,250.00
Broadway East	61	Fair	Minor Collector	375	9,778	0.07	\$73,335.00
Broadway West	75	Fair	Major Collector	7,650	33,231	1.45	\$249,232.50
Charing Cross Circle	50	Fair	Local	3,255	14,467	0.62	\$108,502.50
Coconut Drive	48	Fair	Local	1,200	2,400	0.23	\$18,000.00
Coconut Road	79	Good	Major Collector	26,200	105,382	4.96	\$790,365.00
Commons Way	75	Good	Local	335	1,303	0.06	\$9,772.50
Coralee Avenue	48	Fair	Local	1,300	2,889	0.25	\$21,667.50
Corkscrew Road	85	Good	Arterial	30,976	128,616	5.87	\$964,620.00
Corkscrew Village Lane	77	N/A	Local	535	2,081	0.10	\$15,607.50
County Road	43	Fair	Local	700	3,111	0.13	\$23,332.50
Estero Parkway	66	Poor	Arterial	19,119	67,947	3.62	\$509,602.50
Estero Parkway Extension	90	Good	Arterial	9,410	64,824	1.78	\$486,180.00
Highlands Avenue	62	Fair	Local	2,055	4,253	0.39	\$31,897.50
Imperial Parkway	88	N/A	Arterial	3,900	13,867	0.74	\$104,002.50
Lords Way Street	30	Fair	Local	320	138	0.06	\$1,035.00
Mederia Lane	35	Fair	Local	715	1,430	0.14	\$10,725.00
Palmetto Terrace	57	Fair	Local	795	1,590	0.15	\$11,925.00
Park Place	54	Fair	Local	1,810	3,620	0.34	\$27,150.00
Pine Tree Lane	58	Fair	Local	2,170	8,680	0.41	\$65,100.00
Poinciana Avenue	26	Poor	Local	675	1,350	0.13	\$10,125.00
Porthole Court	59	Fair	Local	780	1,733	0.15	\$12,997.50
River Ranch Road	72	Good	Major Collector	4,037	8,971	0.76	\$67,282.50
Riverside Drive	55	Fair	Local	2,005	4,010	0.38	\$30,075.00
Roundabout	78	N/A	Major Collector	230	1,022	0.04	\$7,665.00
Royal Palm Drive	49	Fair	Local	1,305	4,040	0.25	\$30,300.00
Sandy Lane	86	Fair	Minor Collector	3,865	10,307	0.73	\$77,302.50
See See Street	39	Fair	Local	1,400	3,111	0.27	\$23,332.50
Spring Creek Road	76	Fair	Minor Collector	2,660	10,640	0.50	\$79,800.00
Three Oaks Parkway	78	Good	Arterial	40,810	187,636	7.73	\$1,407,270.00
Trailside Drive	57	Poor	Local	2,215	5,907	0.42	\$44,302.50
Via Coconut Point	86	Good	Major Collector	19,980	89,090	3.78	\$668,175.00
Williams Road	80	Fair	Major Collector	14,480	39,586	2.74	\$296,895.00

Task	Potential Contractor	Reference Doc.	Cost Reference	Quantity Reference	Estero Quantity	Projected Initial Investment	Projected Annual Costs	FY 16-17 Total Cost
Initial Investment								
Estero PKWY ROW study	Evans Eng.	Invoice (A)	\$ 16,750.00	1 study	1 study	\$ 16,750.00	\$ -	\$ 16,750.00
ROW study (other roads)			\$ 50,000.00	1 study	1 study	\$ 50,000.00	\$ -	\$ 50,000.00
Irrigation study			\$ 10,000.00	1 study	1 study	\$ 10,000.00	\$ -	\$ 10,000.00
Curbing study			\$ 10,000.00	1 study	1 study	\$ 10,000.00	\$ -	\$ 10,000.00
Traffic signal study			\$ 25,000.00	1 study	1 study	\$ 25,000.00	\$ -	\$ 25,000.00
Road striping study	B.S. Staff		\$ 20,000.00	1 study	1 study	\$ 20,000.00	\$ -	\$ 20,000.00
Signage reflectivity study	B.S. Staff		\$ 10,000.00	1 study	1 study	\$ 10,000.00		
Road lights study			\$ 10,000.00	1 study	1 study	\$ 10,000.00	\$ -	\$ 10,000.00
Annual Costs								
ROW permitting	Surveyor		\$ 25,000.00	25.05 miles	25.05 miles	\$ -	\$ 25,000.00	\$ 25,000.00
Driveway permitting	Surveyor		\$ 25,000.00	25.05 miles	25.05 miles	\$ -	\$ 25,000.00	\$ 25,000.00
Maintain handrails/guardrails			\$ 20,000.00	25.05 miles	25.05 miles	\$ -	\$ 20,000.00	\$ 20,000.00
Repair roadway signage	B.S./Lee Con.	B.S. Budget (B)	\$ 10,000.00	87.00 miles	25.05 miles	\$ -	\$ 2,879.31	\$ 2,879.31
Maintain roadway striping			\$ 10,000.00	25.05 miles	25.05 miles	\$ -	\$ 10,000.00	\$ 10,000.00
Maintain traffic signals	Lee Contractor	B.S. Budget (B)	\$ 50,000.00	87.00 miles	25.05 miles	\$ -	\$ 14,396.55	\$ 14,396.55
Dec. light maintenance	Lee Contractor	B.S. Budget (B)	\$ 79,000.00	87.00 miles	25.05 miles	\$ -	\$ 22,746.55	\$ 22,746.55
Maintain flashers			\$ 10,000.00	25.05 miles	25.05 miles	\$ -	\$ 10,000.00	\$ 10,000.00
Maintain ITS devices			\$ 10,000.00	25.05 miles	25.05 miles	\$ -	\$ 10,000.00	\$ 10,000.00
Maintain roadway lights			\$ 10,000.00	25.05 miles	25.05 miles	\$ -	\$ 10,000.00	\$ 10,000.00
Patching potholes	Lee Contractor	County Contract (C)	\$ 3,025,000.00	937.00 miles	25.05 miles	\$ -	\$ 80,871.13	\$ 80,871.13
Bike paths maintenance	B.S. Contractor	B.S. Budget (B)	\$ 10,000.00	87.00 miles	25.05 miles	\$ -	\$ 2,879.31	\$ 2,879.31
Sidewalk/bridge sweeping	B.S. Contractor	B.S. Contract (D)	\$ 22,080.00	40.00 miles	25.05 miles	\$ -	\$ 13,827.60	\$ 13,827.60
Sidewalk paths maintenance	B.S. Contractor	B.S. Budget (B)	\$ 10,000.00	87.00 miles	25.05 miles	\$ -	\$ 2,879.31	\$ 2,879.31
Median/roadside mowing	Lee Contractor	County Contract (E)	\$ 77,540.00	5.00 miles	25.05 miles	\$ -	\$ 388,475.40	\$ 388,475.40
Traffic count	B.S. Contractor	B.S. Budget (B)	\$ 14,500.00	87.00 miles	25.05 miles	\$ -	\$ 4,175.00	\$ 4,175.00
Exotic vegetation removal	B.S. Contractor	B.S. Budget (B)	\$ 15,000.00	87.00 miles	25.05 miles	\$ -	\$ 4,318.97	\$ 4,318.97
Total Costs (contracts scaled for Estero)						\$ 151,750.00	\$ 647,449.13	\$ 789,199.13
Total Costs (adjusted for service level)						\$ 303,500.00	\$ 1,294,898.26	\$ 1,578,398.26
Total Costs (adjusted for start-up inefficiencies)						\$ 455,250.00	\$ 1,942,347.39	\$ 2,367,597.39
Total Costs (most likely scenario)						\$ 303,500.00	\$ 1,294,898.26	\$ 1,578,398.26

Cost Reference	Annual Maintenance Budget	Lane Miles	Estero Projection
Bonita Springs	\$ 2,797,632.00	87	25.05
Total Costs (best case)			\$ 805,525.08
Total Costs (most likely case)			\$ 1,611,050.15
Total Costs (worst case)			\$ 2,416,575.23
Total Costs (most likely scenario)			\$ 1,611,050.15
Fort Myers Beach	\$ 1,390,657.00	48	25.05
Total Costs (best case)			\$ 725,749.12
Total Costs (most likely case)			\$ 1,451,498.24
Total Costs (worst case)			\$ 2,177,247.37
Total Costs (most likely scenario)			\$ 1,451,498.24
Lee County	\$ 25,878,322.47	937	25.05
Total Costs (best case)			\$ 691,837.76
Total Costs (most likely case)			\$ 1,383,675.51
Total Costs (worst case)			\$ 2,075,513.27
Total Costs (most likely scenario)			\$ 1,383,675.51
Contract-based	N/A	N/A	N/A
Total Costs (best case)			\$789,199.13
Total Costs (most likely case)			\$ 1,578,398.26
Total Costs (worst case)			\$ 2,367,597.39
Total Costs (most likely scenario)			\$ 1,578,398.26

Road Condition	Poor	Fair	Good	N/A	Total
Local	\$ 54,427.50	\$ 428,542.50	\$ 9,772.50	\$ 15,607.50	\$ 508,350.00
Minor Collector	\$ -	\$ 230,437.50	\$ -	\$ -	\$ 230,437.50
Major Collector	\$ -	\$ 546,127.50	\$ 1,525,822.50	\$ 7,665.00	\$ 2,079,615.00
Total	\$ 54,427.50	\$ 1,205,107.50	\$ 1,535,595.00	\$ 23,272.50	\$ 2,818,402.50

Cost Estimates



DRAFT

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

