

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**BLUE SHEET NO: 20020586**

**1. REQUESTED MOTION:**

- A. Approve recommended alignment #5 for the Palmetto Avenue Extension from Winkler Avenue to Hanson Street and recommended alignment #2 from Hanson Street to Dr. Martin Luther King, Jr. Boulevard, as already approved by the Fort Myers City Council.
- B. Authorize the Chairman to execute the interlocal agreement between the County and the City of Fort Myers for the right-of-way acquisition phase of the Palmetto Extension.
- C. Approve a transfer of funds in the amount of \$625,000 from Transportation Capital Improvement Fund reserves to the Palmetto Extension project (CIP # 4073).

**WHY ACTION IS NECESSARY:**

- A. Florida case law dictates that alignment decisions should be made with due consideration of at least 5 particular relevant factors.
- B. Board authorization is required for execution of interlocal agreements.
- C. Board approval required for transfer of reserves and CIP amendment.

**WHAT ACTION ACCOMPLISHES:** Officially establishes roadway alignment for this important CIP project and establishes record of factors considered in alignment selection, allows the right-of-way phase to proceed as a jointly-funded effort between Lee County and the City of Fort Myers, and provides sufficient funds for the County's share of the right-of-way phase.

**2. DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT #: 02

*A9A*

**3. MEETING DATE:**

*06-11-2002*

**4. AGENDA**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- TIME REQUIRED: 15 Minutes

**5. REQUIREMENT/PURPOSE**

- (Specify)*
- STATUTE
  - ORDINANCE
  - ADMIN. CODE
  - OTHER

**6. REQUESTOR OF INFORMATION**

- A. COMMISSIONER:
- B. DEPARTMENT: Transportation
- C. DIVISION: Administration
- BY: Scott Gilbertson, Director

**7. BACKGROUND:**

**A. ALIGNMENT**

The Palmetto Extension project is intended to connect from just north of Winkler Avenue to SR 82 (Dr. Martin Luther King, Jr. Boulevard), through portions of unincorporated Lee County and the City of Fort Myers. With connections to existing segments to the north and south, the facility would provide an additional north-south corridor relieving SR 739 (Metro/Fowler/Evans), US 41 and I-75, would open up urban infill lands for development and create jobs to the benefit of the Dunbar Enterprise Zone, and would improve access to Dunbar High School.

(CONTINUED ON NEXT PAGE)

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL**

DEPARTMENT DIRECTOR	Purchasing	Human Resources	County Administration				OTHER	COUNTY ATTORNEY	COUNTY MANAGER
<i>5/22/02</i> <i>[Signature]</i>	NA	NA	<i>OA</i>	<i>COM</i>	<i>Risk</i>	<i>GC</i>	<i>[Signature]</i>	<i>5/22/02</i> <i>[Signature]</i>	
			<i>5/22/02</i>	<i>5/23/02</i>	<i>5/22/02</i>	<i>5/22/02</i>			

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**RECEIVED BY COUNTY ADMIN.**  
*5/22/02*  
*2:35 pm*  
**COUNTY ADMIN.**  
*5/22/02*

Rec. by CoAtty  
 Date: *5/22/02*  
 Time: *2:30 PM*

Forwarded to:  
**ADMIN**  
*5/22/02 2:35*

**BLUE SHEET NO. 20020586 (Continued):**

**7. BACKGROUND (Continued):**

**A. ALIGNMENT (CONTINUED)**

In February 2001, the City and County executed an interlocal agreement to split the design costs for the Palmetto Extension 50/50. The County's share of funds (\$360,000) was provided to the City, which hired Johnson Engineering to do the design. The road is being designed as two lanes of an ultimate four-lane corridor. The design phase has proceeded to the point where official approval of the alignment by both jurisdictions is required before continuing forward. Florida case law has provided that a condemning authority should give due consideration to certain relevant factors in determining a roadway alignment, including but not limited to: (1) the availability of alternative routes; (2) costs; (3) environmental factors; (4) long-range area planning; and (5) safety considerations. Attachment A is the executive summary of a report prepared by Johnson Engineering that explains the alternatives analysis and identifies the recommended alignments. From Winkler Avenue to Hanson Street, five alternatives were considered. Alternative #5, which swings west of the FPL easement, is recommended because it has no impacts to residents and businesses, it has no environmental impacts and it is the least costly. North of Hanson Street to Dr. Martin Luther King, Jr. Boulevard, two alternatives were evaluated, and Alternative #2 is recommended, which creates a one-way pair system. The primary consideration was that it minimized the impacts to residents and businesses. The report demonstrates that all of the factors have been sufficiently addressed in arriving at the recommended alignments, which the City Council approved on May 20, 2002. The Board is asked to also approve the recommended alignments.

**B. INTERLOCAL AGREEMENT FOR RIGHT-OF-WAY PHASE**

The proposed interlocal agreement is provided as Attachment B. Like the design phase, the City and County have agreed to split the costs of the right-of-way acquisition phase 50/50. The County will administer the acquisition effort through the Division of County Lands. The total estimated acquisition cost is \$3,350,000, with the County's share to be \$1,675,000. A subsequent agreement on the sharing of costs for the construction phase in FY 02/03 is anticipated, and it appears the City's and County's obligation will be significantly reduced by the award of a state TOP grant of \$5 million. The City Council approved execution of the right-of-way agreement at its meeting of May 20, 2002, and an executed copy will be provided to the County prior to the Board meeting. The Board is asked to approve the interlocal agreement for the right-of-way phase and authorize its execution by the Chairman.

**C. BUDGET AMENDMENT**

As noted above, the most recent cost estimate of right-of-way acquisition developed by the County Lands Division is \$3,350,000. The previous estimate derived from a preliminary design study was \$2,100,000. The County had budgeted 50% of the previous estimate (\$1,050,000) in the current year, using gas tax funds. The new estimate increases the County's share to \$1,675,000, an increase of \$625,000. Staff proposes to draw funds from gas tax reserves to fund the increase. The City intends to pursue right-of-way donations from area property owners, so the ultimate right-of-way costs may be less, and as noted above the County's share of the construction costs will also be reduced because of a state grant. Funds will be made available in account 20407330700.506540.

MaryLou

x 5572

If any problems,  
pls call.

# REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Transportation Capital Improvement      DATE: 05/21/02      BATCH NO. \_\_\_\_\_

FISCAL YEAR: 2002      FUND #: 30700      DOC TYPE: YB      LEDGER TYPE: BA

TO: Capital Projects      Transportation Projects  
 (DIVISION NAME)      (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:  
 FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.  
 (EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
20407330700.506540	Improvements Construction	\$ 625,000

TOTAL TO:      \$      625,000

FROM: Non-Departmental      Reserves  
 (DIVISION NAME)      (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
GC5890130700.509930	Reserve for Future Capital	\$625,000

TOTAL FROM:      \$      625,000

EXPLANATION: Budget appropriation needed to cover additional right-of-way costs for Palmetto Extension

*Bluesheet 20020586*

DIVISION DIRECTOR SIGNATURE	DATE		5/21/02 <i>and</i>
DBS: APPROVAL <input checked="" type="checkbox"/> DENIAL <input type="checkbox"/>			5-22-02
APPROVAL <input checked="" type="checkbox"/> DENIAL <input type="checkbox"/>			5/23/02
CO. ADMIN.: APPROVAL <input type="checkbox"/> DENIAL <input type="checkbox"/>		CO. ADMIN. SIGNATURE	DATE
BCC APPROVAL DATE		BCC CHAIRMAN SIGNATURE	

BA NO	AUTH CODE	TRANS DATE	REV. 05/93
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**ATTACHMENT A**

**PALMETTO AVENUE EXTENSION ALIGNMENT EVALUATION  
EXECUTIVE SUMMARY**

# **PALMETTO AVENUE EXTENSION**

## **EXECUTIVE SUMMARY**

### **A. PURPOSE OF REPORT**

The executive summary presents the design and right-of-way alternatives for constructing Palmetto Avenue from Winkler Avenue to Dr. Martin Luther King Jr. Boulevard, initially as a two-lane facility and later as a four-lane facility. The adopted report shall be the guide for the design, permitting, scheduling and funding of all phases of the project.

### **B. HISTORY**

Plats including Palmetto Avenue near Palm Beach Boulevard were first recorded in 1913. South of Dr. Martin Luther King Jr. Boulevard, the only section of Palmetto Avenue that has been in existence for more than several years is the 1,300' link between Hanson Street and Canal Street. Completed in the 1960's, this short section of Palmetto Avenue serves a light industrial area including Press Printing Company, Pelliccione Builders Supply, Inc. and others.

In 1991, Colonial Properties completed a two-lane section of Palmetto Avenue from Winkler Avenue north to within several hundred feet of the North Colonial Waterway. In 1992, Colonial Properties completed four lanes of Palmetto Avenue north from Colonial Boulevard to approximately 800' south of Winkler Avenue where it transitions to two lanes. This section completes a one mile link between Colonial Boulevard and the North Colonial Waterway.

In 1998, the City of Fort Myers completed a short 2-lane segment of Palmetto Avenue from Edison Avenue to SunTrust Drive. This segment provides access to Beecher Village.

### **C. PROJECT NEED**

The last undeveloped area of the City of Fort Myers is located east of the Palmetto Avenue corridor. Some additional undeveloped property exists adjacent to the west side of the corridor to the south of Hanson Street. Most of these properties are vacant, and a portion of them are in Lee County. Both the City and the County Comprehensive Plans indicate intensive development for this area and along the corridor. East/west roadways extend into this area, but very little infrastructure exists for north/south travel. The construction of Palmetto Avenue provides the necessary north/south lanes needed to facilitate the development of these properties.

The completion of Palmetto Avenue would also have a significant socio-economic impact on the City of Fort Myers. First, it would provide a direct connection from Dunbar High School to the Colonial Boulevard area. Second, Palmetto Avenue will provide the

Dunbar area with access to Colonial Elementary School. Finally, the road will connect an older area of the City where economic values have been restrained, to a new area of the City where economic values have risen significantly over the past ten years.

In addition, Lee County is planning to extend Plantation Road. Currently Plantation Road runs from Daniels Parkway to the north where it terminates approximately one-half mile south of Colonial Boulevard. Lee County is planning to connect Plantation Road to Colonial Boulevard. The connection will be made at the Colonial Boulevard/Palmetto Avenue intersection.

#### **D. DESIGN**

The new construction of Palmetto Avenue from Winkler Avenue to Dr. Martin Luther King Jr. Boulevard will be completed in two phases. Phase I will include construction of a two-lane roadway to complete a continuous roadway from Colonial Boulevard to Dr. Martin Luther King Jr. Boulevard. Phase I would require 24' of pavement, curb and gutters, and a five-foot sidewalk. The two-lane roadway will eventually become the southbound lanes for the ultimate four-lane Palmetto Avenue. Phase II will add the northbound two-lanes and an 8-foot bike path. The northbound and southbound lanes of Phase II will be divided by a 22-foot curbed median. The design speed for Palmetto Avenue will be 45 mph, and the posted speed limit will be 35 to 40 mph.

#### **E. RIGHT-OF-WAY REQUIREMENTS**

Additional right-of-way is required for the construction of Palmetto Avenue. Acquisitions are needed for the roadway, intersection improvements and additional stormwater treatment areas required by the South Florida Water Management District (SFWMD). The proposed right-of-way and alignment were chosen to minimize impacts to adjacent properties where existing buildings are located and still provide adequate right-of-way for the road. Final right-of-way requirements would be recommended at the completion of final design.

Near the connection to Dr. Martin Luther King Jr. Boulevard there are four single-family homes which will need to be obtained for right-of-way under the current alignment. These homes are located on lots 12 and 13, and a portion of lot 1 of the Harlem Lakes, Unit 3 subdivision.

In addition there will be significant impacts to the parking lot for the business known as *Big Daddy's Lounge*. This business is currently located on the northwest corner of the intersection of Palmetto Avenue and Edison Avenue. The facilities located on this site are new. Lee County Community Development issued a development order for the site without realizing the needs of the future Palmetto Avenue Extension. The impacts to this business are due to the fact there is an existing section of Palmetto Avenue south of Edison Avenue, constructed in 1998 and providing access to Beecher Village. The new segment of Palmetto Avenue will need to align with this existing segment.

It is recommended the right-of-way requirements for the ultimate build out (four-lane) of Palmetto Avenue be obtained. This will ensure the land will be available for the construction of Phase II. Once the first two-lanes of Palmetto Avenue are completed

development along the corridor will begin. The four-laning of Palmetto Avenue will not occur until the traffic loading warrants the need for two additional lanes. Development will drive the traffic loading as well as the cost of land. Therefore the most cost effective way of obtaining the right-of-way is to purchase all you need prior to completion of the corridor. The possibility exists the building of Phase II would be jeopardized by encumbered rights-of-way and increased land values.

## **F. ALIGNMENT ALTERNATIVE ANALYSIS**

For the purpose of discussing the alignment alternatives we have divided the project in two. The segment from Winkler Avenue to Hanson Street and the segment from Hanson Street to Dr. Martin Luther King Jr. Boulevard will be discussed separately.

### **WINKLER AVENUE TO HANSON STREET**

From Winkler Avenue to North Colonial Waterway 2-lanes of Palmetto Avenue and 150' of right-of-way already exists. This right-of-way is adequate to provide for the future four-laning of Palmetto.

From North Colonial Waterway to Hanson Street we examined 5 alternative alignments. These 5 alternative alignments are shown on Exhibit 'A'. For each of these alternatives we examined the availability of alternative routes, impacts to residents and businesses, cost, environmental factors, long range area planning and the safety considerations for the alignment.

**Alternative #1** – Extend Palmetto Avenue due north. This alignment will utilize the existing 65' - 70' right-of-way from N. Colonial Waterway to Hanson Street. The alignment will require obtaining an additional 45' - 50' of right-of-way. Additional right-of-way will come from the existing 100-foot FPL transmission easement. This will require the relocation of existing transmission lines at a cost estimated to be \$180,000.

This alignment will require the construction of a bridge across the N. Colonial Waterway because of the existing weir structure located in the canal. The alignment was adjusted as far to the east as possible at the crossing of the N. Colonial Waterway to allow future maintenance work on the weir. However a bridge is still required here. The cost of this bridge is estimated to be \$400,000 to \$500,000.

Environmental impacts to existing wetlands near N. Colonial Waterway will occur with this alignment.

This alignment will allow a large number of access points (driveways) along the east side of the alignment. This presents a problem with regards to access management, roadway capacity and safety. A large number of driveways along any given segment will reduce the efficiency and therefore the capacity of the road. In addition, poor access management will produce an increase in the incidence of accidents.

There are no business damages associated with this alignment.

This alignment is consistent with long range planning.

**Alternative #2** -- This alignment moves the road to the west of the existing 100-foot FPL easement and to the west of the existing weir in N. Colonial Waterway. Because we are able to miss the weir structure entirely no bridge will be required. The alignment crosses the FPL easement as it approaches Hanson Street.

The land acquisition cost is highest under this alignment as the entire right-of-way will need to be purchased.

There are no impacts to businesses with this alignment. There are no environmental impacts with this alignment. This alignment is consistent with long range planning and does not produce adverse safety considerations.

**Alternative #3** -- This alignment crosses the N. Colonial Waterway to the west of the existing weir structure missing the structure entirely. No bridge will be required. After crossing the N. Colonial Waterway the alignment moves back to the east to the existing 65' – 70' of right-of-way and utilizes this existing right-of-way all the way to Hanson Street. The additional 45' – 50' of right-of-way necessary would be obtained to the east of the existing right-of-way.

This alignment produces business damages to one existing business, an existing scrap yard. The history of hazardous material handling on this site comes into play should property be acquired at this location.

This alignment will allow a large number of access points (driveways) along the east side of the alignment. This presents a problem with regards to access management, roadway capacity and safety. A large number of driveways along any given segment will reduce the efficiency and therefore the capacity of the road. In addition, poor access management will produce an increase in the incidence of accidents.

There are no environmental impacts with this alignment. This alignment is consistent with long range planning.

**Alternative #4** -- This alignment extends Palmetto Avenue due north from where it currently ends on the south side of N. Colonial Waterway. The alignment will require a bridge as it crosses the N. Colonial Waterway to span the existing weir. The alignment utilizes the existing 65' – 70' of right-of-way between N. Colonial Waterway and Hanson Street. The additional 45' – 50' of right-of way necessary would be obtained entirely to the east.

This alignment will produce business impacts to four existing businesses along this segment of the alignment. Business damage costs are highest under this alignment alternative. One of the businesses is an existing scrap yard where obtaining additional right-of-way may bring into question hazardous materials. The alignment does not impact the existing FPL easement.



This alignment will allow a large number of access points (driveways) along the east side of the alignment. This presents a problem with regards to access management, roadway capacity and safety. A large number of driveways along any given segment will reduce the efficiency and therefore the capacity of the road. In addition, poor access management will produce an increase in the incidence of accidents.

There are environmental impacts to wetlands located near the N. Colonial Waterway.

This alignment is consistent with long range planning.

**Alternative #5** – This alignment is similar to Alignment Alternative #2 in that it moves the road to the west of the existing FPL easement and it crosses N. Colonial Waterway to the west of the existing weir structure. However, the alignment moves back to the east slightly after it crosses N. Colonial Waterway encroaching on the existing FPL easement.

This alignment was examined after discussions with the adjacent property owners to the west and FPL.

This alignment will allow a frontage road to be utilized by properties to the east to access Palmetto Avenue thereby limiting the number of driveway connections to the road. The advantage is better access management which will improve roadway safety and capacity.

Business impacts are limited to impacts to the existing FPL easement.

There are no environmental impacts with this alignment. This alignment is consistent with long range planning and does not produce adverse safety considerations.

**Conclusion – Alignment Alternative #5 is the alignment chosen for this segment of Palmetto Avenue. Alignment #5 was chosen based on the fact there are no impacts to residents and businesses, minimum costs, no environmental factors, and its consistency with long range area planning and safety. In addition the alignment gains the support of the adjacent property owner from which right-of-way will need to be obtained.**

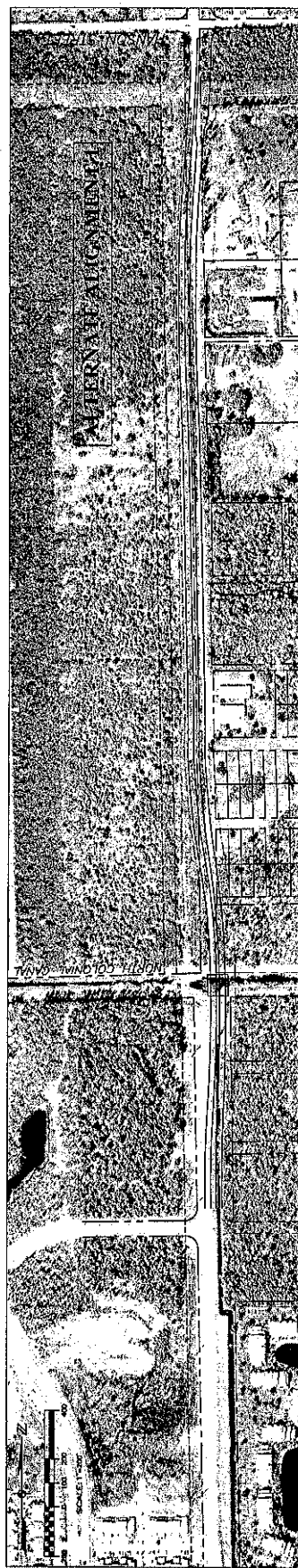
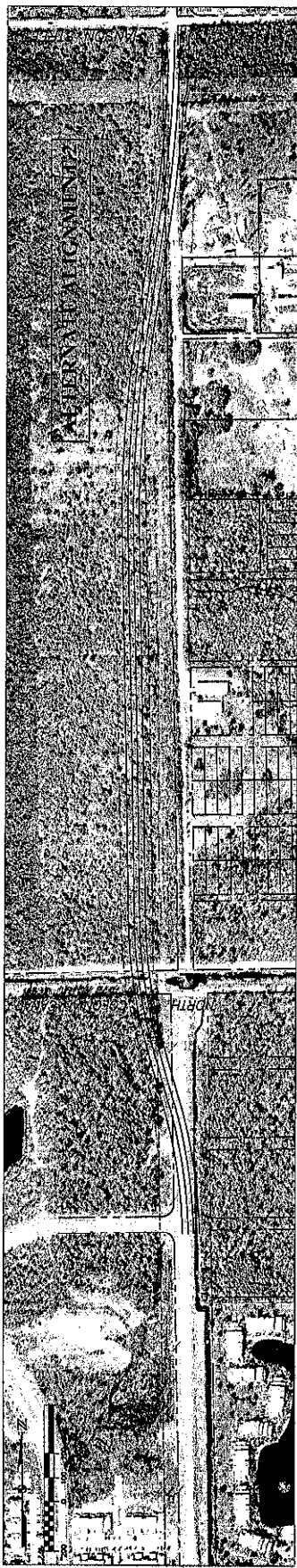
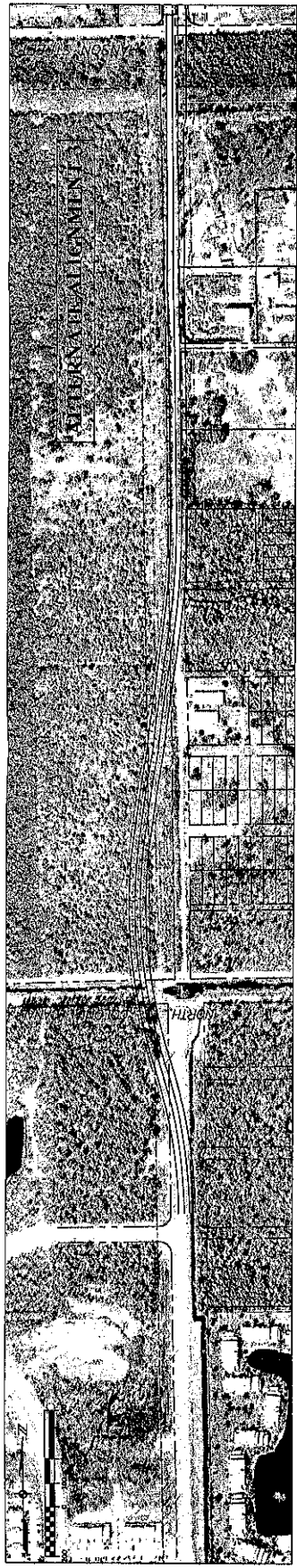
**Table One summarizes the 5 alternatives and factors influencing the alignment.**


**TABLE 1: SUMMARY OF ALIGNMENT ALTERNATIVES – WINKLER AVENUE TO HANSON STREET**

ALIGNMENT	ALT. ROUTES AVAILABLE	ENVIRONMENTAL IMPACTS	CONSISTANT W/ LONG RANGE PLANNING	SAFETY CONSIDERATIONS	BUSINESS DAMAGES	RESIDENTIAL IMPACTS	COST
#1	YES	YES	YES	YES <sup>1</sup>	NO	NO	\$1,012,000
#2	YES	NO	YES	NONE	YES	NO	\$834,000
#3	YES	NO	YES	YES <sup>1</sup>	YES	NO	\$996,000
#4	YES	YES	YES	YES <sup>1</sup>	YES	NO	\$1,764,000
#5	YES	NO	YES	NONE	NO	NO	\$678,000

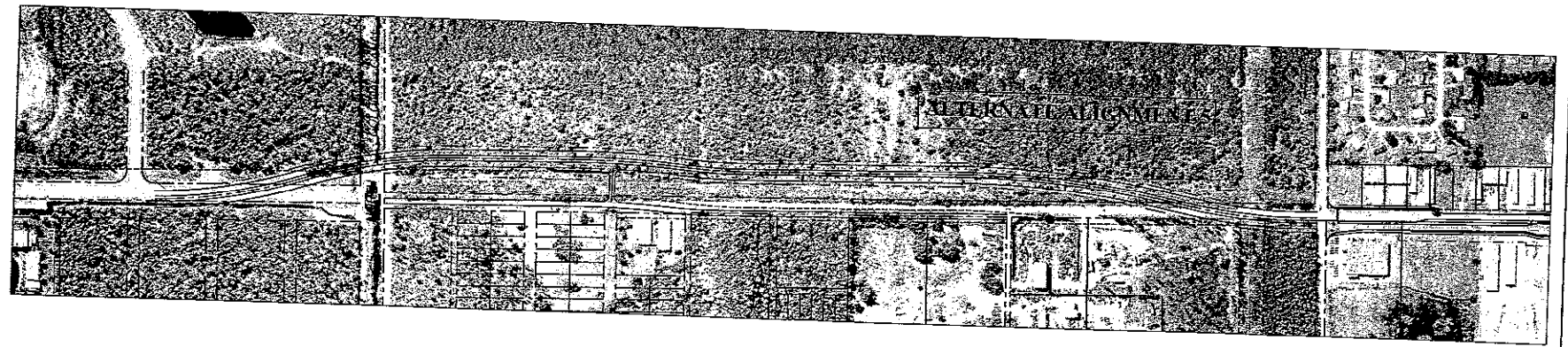
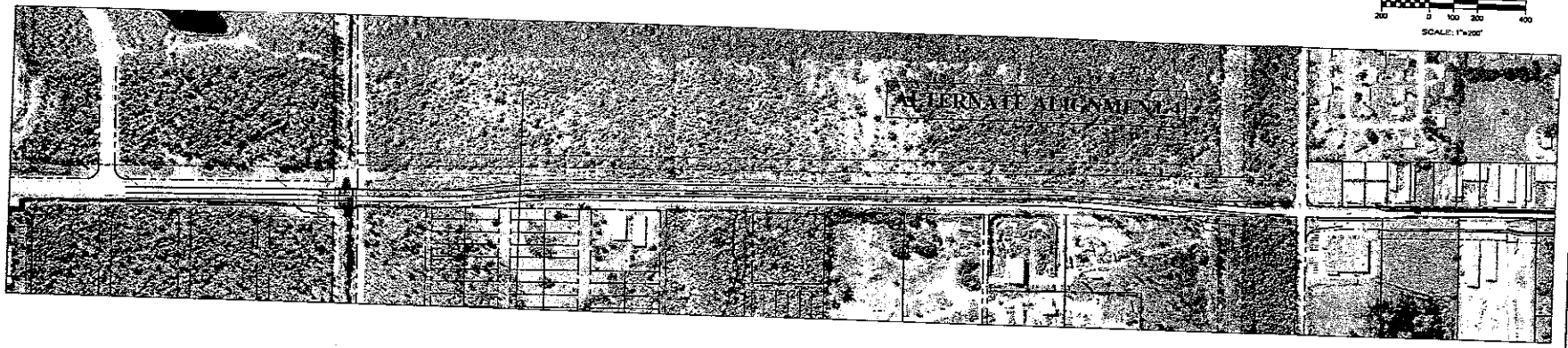
<sup>1</sup>Alignment will allow a large number of access points (driveways) along the east side of the alignment. This presents a problem with regards to access management, roadway capacity and safety. A large number of driveways along any given segment will reduce the efficiency and therefore the capacity of the road. In addition, poor access management will produce an increase in the incidence of accidents.

Costs shown are based on a comparison of only those items that vary from one alternative to another. The cost shown does not reflect the entire construction cost for the segment.



<b>CITY OF FORT MYERS</b>	<b>PALMETTO AVENUE EXTENSION</b>		<b>ALTERNATE ALIGNMENT DESIGN EXHIBIT A</b>	
	DATE 12-18-07	PROJECT NO. 19881371	SHEET NO. 20-45-25	SCALE 1"=500'
				
2601 SO. BAYWOOD BOULEVARD SUITE 110 FORT MYERS, FL 33904 TEL (888) 441-1393 OR (888) 441-1393 OR FAX (888) 441-1393				


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1/1/2001 12:21:00 AM 19991221.dwg

**CITY OF FORT MYERS**

NO.	REV.	DATE	DESCRIPTION

PALMETTO AVENUE EXTENSION

**JOHNSON  
ENGINEERING**

3507 DEL PINNAC BOULEVARD  
SUITE 110  
CAPE CORAL, FLORIDA 33904  
(941) 234-2046  
FAX (941) 541-1283  
E.B. #642 & L.D. #642

ALTERNATE ALIGNMENT DESIGN  
EXHIBIT A

DATE	PROJECT NO.	S.-I.-R.	SCALE	SHEET
12-19-01	19991221	20-45-25	1"=200'	2 OF 2

## **HANSON STREET TO DR. MARTIN LUTHER KING JR. BOULEVARD**

From Hanson Street to Michigan Avenue we examined 2 alternative alignments. The 2 alternative alignments are shown on Exhibit 'B'. For each of these alternatives we examined the availability of alternative routes, impacts to residents and businesses, cost, environmental factors, long range area planning and the safety considerations for the alignment.

**Alternative #1** – Alignment Alternative #1 is to construct the ultimate four-lane road from Hanson Street to Dr. Martin Luther King Junior Boulevard utilizing the existing Palmetto Avenue right-of-way as the basis for the alignment. North of Dr. Martin Luther King Junior Boulevard the road would follow the existing Palmetto Avenue right-of-way to Michigan Avenue as a four-lane road with dividing median.

This alignment alternative will impact 1 business, 16 homes and 3 churches north of Dr. Martin Luther King Jr. Boulevard. These impacts would occur over the segment between Dr. Martin Luther King Jr. Boulevard and Michigan Avenue.

There are no environmental impacts with this alignment other than impacts to man-made ditches. The alignment is consistent with long range planning and does not produce adverse safety considerations.

**Alternative #2** – Alternative Alignment #2 was examined to try and reduce the impacts to businesses and homes north of Dr. Martin Luther King Jr. Boulevard created with Alternative Alignment #1.

North of Dr. Martin Luther King Jr. Boulevard Alternative Alignment #2 uses a one-way pair for the northbound and the southbound lanes. The northbound two-lanes will utilize the existing Palmetto Avenue Ditch right-of-way while the southbound two-lanes will utilize the existing Palmetto Avenue right-of-way. This will eliminate the impacts to homes and businesses from Dr. Martin Luther King Jr. Boulevard and Michigan.

South of Dr. Martin Luther King Jr. Boulevard Alternative Alignment #2 will follow the existing right-of-way from Hanson Street north to Edison Avenue. It also utilizes the existing road between Hanson Street and Canal Street and the existing roadway segment south of Edison Avenue which currently serves the Beecher Village subdivision.

From Edison Avenue to Dr. Martin Luther King Junior Boulevard the alignment follows an existing 37-foot road reserve easement. As the road approaches Dr. Martin Luther King Jr. Boulevard it splits into a one-way pair to connect to Dr. Martin Luther King Jr. Boulevard and to align with the one-way pair for Palmetto Avenue north of Dr. Martin Luther King Jr. Boulevard discussed above.

Though the alignment follows the existing rights-of-ways and easements, additional right-of-way will be needed.

The alignment and typical sections were chosen based on avoiding existing residential units and businesses along the segment. If avoidance was not possible then minimizing the impacts caused by the roadway to residents and businesses was the next criteria followed.

The chosen alignment does have business damages associated with it. There are impacts to the parking lot for Press Printing located at the intersection of Palmetto Avenue and Hanson Street. There are access impacts to an existing truss factory. There are also impacts to the parking lot at Big Daddy's Lounge located at the intersection of Palmetto Avenue and Edison Avenue. The impacts to Big Daddy's Lounge are due the need to align with the existing Palmetto Avenue segment south of Edison Avenue.

However, there are no business impacts which require the taking or relocation of businesses along the alignment.

We were able to avoid residential impacts over most of the road. However, near the connection of Palmetto Avenue to Dr. Martin Luther King Jr. Boulevard there is the requirement to take four existing homes. The two additional lanes needed to complete the future four-lane Palmetto Avenue impacts directly on these four homes. Avoidance was impossible due to the required point of connection to Dr. Martin Luther King Jr. Boulevard and the location of the existing ditch and the location it currently crosses under Dr. Martin Luther King Jr. Boulevard. We did reduce the design speed at this location to 35 mph which allowed us reduce the curve radii and save two homes. We were able to do this as vehicles traveling north will be approaching a stop condition at Dr. Martin Luther King Jr. Boulevard.

The alignment has no environmental impacts other than the filling of man-made ditches.

This alignment is consistent with long range planning and does not produce adverse safety considerations.

**Conclusion – Alignment Alternative #2 is the alignment chosen for this segment of Palmetto Avenue. Alignment #2 was chosen based on the fact the impacts to residents and businesses are minimized. Costs and environmental factors did not come into play as both alternative alignments had similar cost and environmental factors. Both alignment alternatives are consist with long range area planning and safety.**

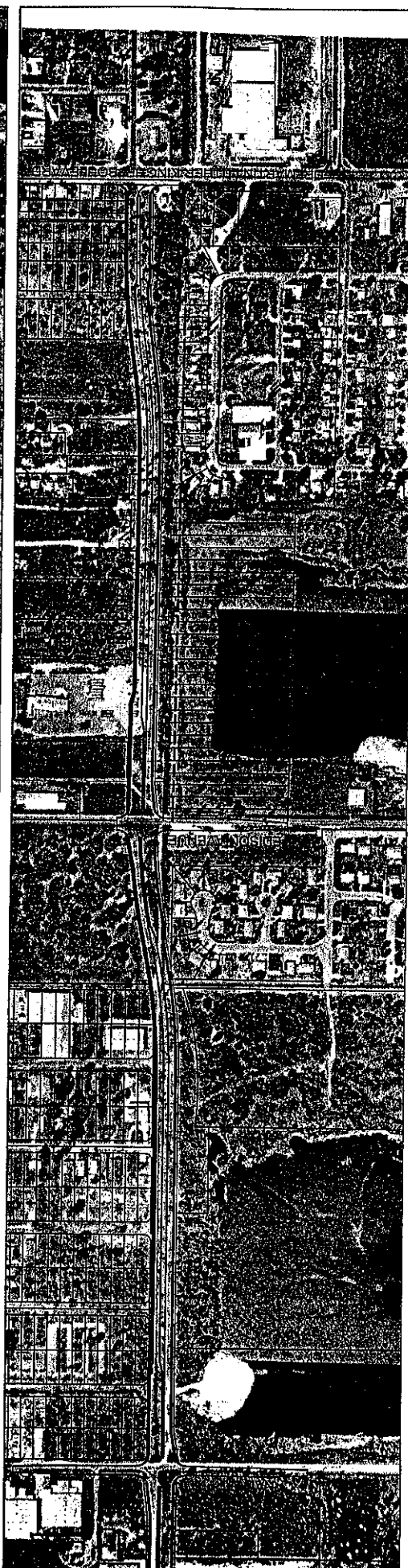
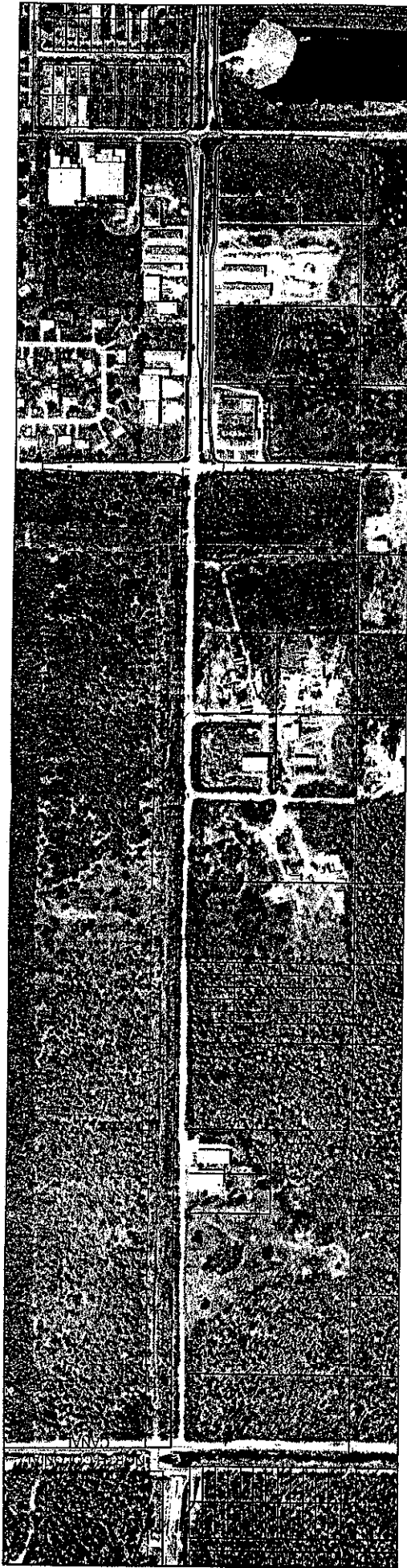
**Table Two summarizes the 2 alternatives and factors influencing the alignment.**

**TABLE 2: SUMMARY OF ALIGNMENT ALTERNATIVES – HANSON STREET TO DR. MARTIN LUTHER KING JR. BOULEVARD.**

ALIGNMENT	ALT. ROUTES AVAILABLE	ENVIRONMENTAL IMPACTS	CONSTANT W/ LONG RANGE PLANNING	SAFETY CONSIDERATIONS	BUSINESS DAMAGES <sup>1,2</sup>	RESIDENTIAL IMPACTS <sup>2</sup>	COST <sup>3</sup>
#1	YES	NO	YES	NONE	7	16	\$5,218,950
#2	YES	NO	YES	NONE	3	4	\$4,068,950

- 1 Includes impacts to 3 churches.
- 2 Includes impacts to Residents and Business' north of Dr. MLK Jr. Blvd. To Michigan Avenue.
- 3 Cost comparisons do include R/W acquisition but not business damages. Cost estimate shown is for Phase II (2-lane addition) construction and R/W acquisition only as Phase I (initial 2-lane construction) costs are identical for the two alternatives. Construction cost difference is based on additional traffic signal at Dr. MLK Jr. Blvd. (\$150,000), additional 60" culvert extension at Dr. MLK Jr. Blvd. and additional 60" culvert installation (\$35,000) in the Palmetto Avenue Ditch.

# EXHIBIT "B"

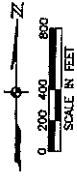


PROPOSED PALMETTO AVENUE FOUR LANEING  
FROM HANSON STREET TO DR. MARTIN LUTHER KING JR. BLVD.  
ALTERNATE ALIGNMENT NO.1

**JOHNSON**  
ENGINEERING



# EXHIBIT "B"



PROPOSED PALMETTO AVENUE FOUR LANEING  
FROM HANSON STREET TO DR. MARTIN LUTHER KING JR. BLVD.  
ALTERNATE ALIGNMENT NO. 2

**JOHNSON**  
ENGINEERING

## **G. PERMITTING**

The Palmetto Avenue project must be permitted by numerous agencies due to the presence of wetland areas including natural wetland areas, canals and major ditches. There are two major agencies that would be permitting the project, the U.S. Army Corps of Engineers (USACOE) and the South Florida Water Management District (SFWMD). The USACOE permit application and SFWMD Environmental Resource Permit application will be filed jointly. Stormwater management facilities are required for both assurance of water quality and discharge rate limitations. A pre-application meeting was held with SFWMD staff on April 15<sup>th</sup> 2002.

Mitigation for wetland impacts would be addressed by purchasing mitigation credits from and approved Mitigation Bank.

## **H. INTERLOCAL AGREEMENT**

Palmetto Avenue is located in both the City of Fort Myers and Lee County. An inter local agreement exists for the construction of Palmetto Avenue. The cost of the project will be shared between Lee County and the City of Fort Myers.

## **I. ESTIMATED DURATION OF CONSTRUCTION**

The estimated duration of construction of Palmetto Avenue Extension Phase I is one year from the start of construction.

## J. ORDER OF MAGNITUDE COST SUMMARY

### PHASE I (TWO-LANE)

	<u>CONST. COST</u>
Winkler Avenue to North Colonial Canal (Sta. 117+00 to Sta. 127+40)	\$ 493,000
North Colonial Waterway to Hanson Street (Sta. 127+40 to Sta. 167+20)	\$1,885,000
Hanson Street to Canal Street (Sta. 167+20 to Sta. 180+50)	\$ 630,000
Canal Street to Edison Avenue (Sta. 180+50 to Sta. 206+30)	\$1,222,000
Edison Avenue to Dr. Martin Luther King Jr. Boulevard (Sta. 206+30 to Sta. 232+25)	<u>\$1,229,000</u>
<b>TOTAL (PHASE I)</b>	<b>\$ 5,459,000</b>

### PHASE II (FOUR-LANE)

	<u>CONST. COST</u>
Winkler Avenue to North Colonial Canal (Sta. 101+00 to Sta. 127+40)	\$ 657,050
North Colonial Waterway to Hanson Street (Sta. 127+40 to Sta. 167+20)	\$ 990,550
Hanson Street to Canal Street (Sta. 167+20 to Sta. 180+50)	\$ 331,000
Canal Street to Edison Avenue (Sta. 180+50 to Sta. 206+30)	\$ 642,100
Edison Avenue to Dr. Martin Luther King Jr. Boulevard (Sta. 206+30 to Sta. 232+25)	<u>\$ 645,850</u>
<b>TOTAL (PHASE II)</b>	<b>\$ 3,266,550</b>

NOTES: Does not include right-of-way acquisition costs.

Phase I construction cost based on *FDOT 2000 Transportation Costs* Report issued in August 2001. Highway cost per centerline mile for 2-lane urban road. \$2,492,700 per centerline mile.

Phase II construction cost based on *FDOT 2000 Transportation Costs* Report issued in August 2001. Highway cost per centerline mile for new 4-lane (divided) construction cost of \$3,806,800 per mile less the Phase I construction cost of \$2,492,700. Phase II construction cost per mile of \$1,314,100 per mile.

CALOOSA HATCHEE RIVER

PALM BEACH BLVD.

MICHIGAN AVE.

END PROJECT

DR. MARTIN LUTHER KING, Jr.

SCALE IN FEET  
0 2500

BLVD. (SR. 82)

EDISON AVE.

CANAL ST.

HANSON ST.

FOWLER AVE.

EVANS AVE.

NORTH COLONIAL WATERWAY

WINKLER AVE.

BEGIN PROJECT

TEN MILE CANAL

METRO PKWY.

PALMETTO AVE.

TAMPA ST.

CFM WELLFIELD

EASTWOOD GOLF COURSE

NATURE CENTER

ORTIZ AVE. (SR. 80 B)

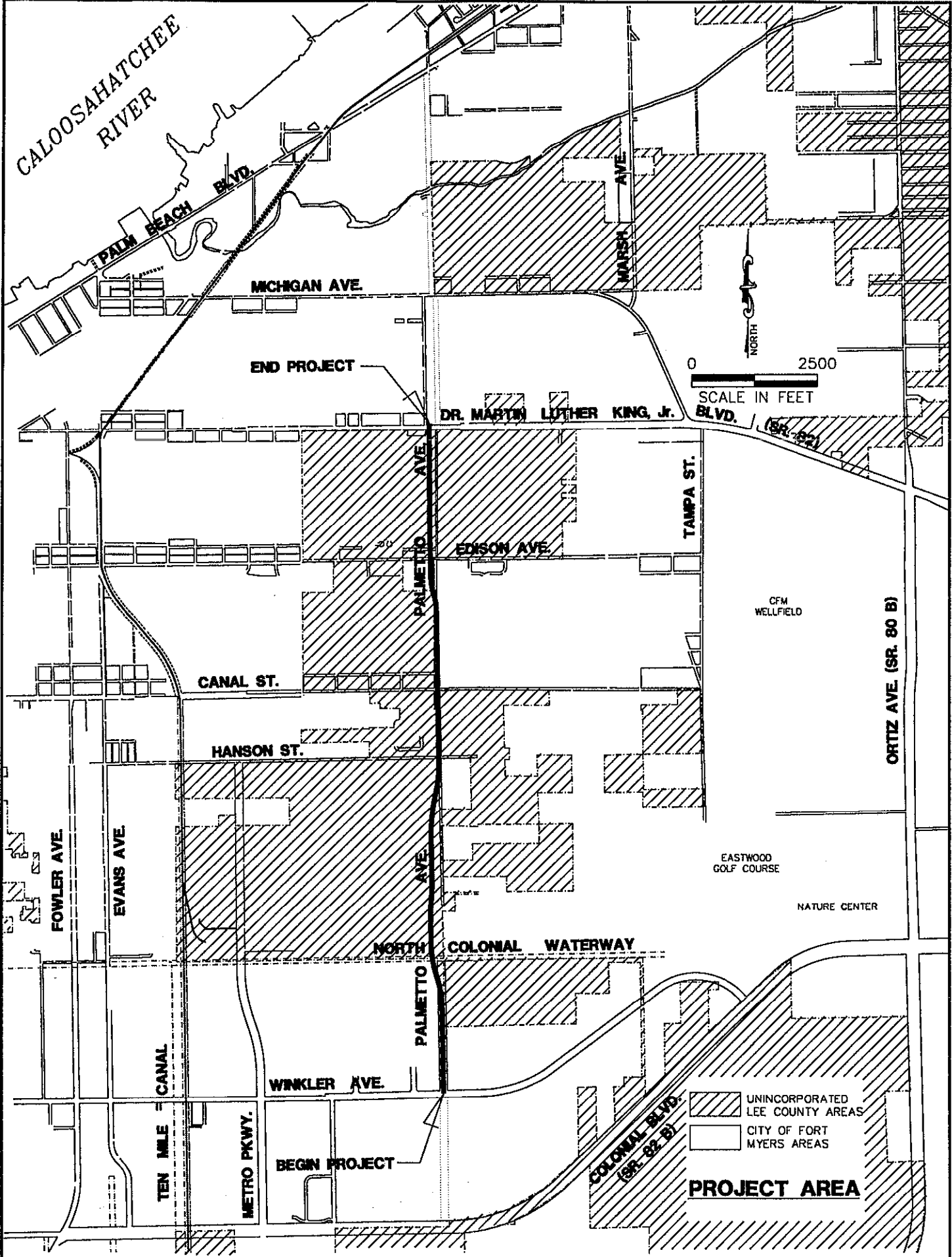
COLONIAL BLVD. (SR. 82 B)

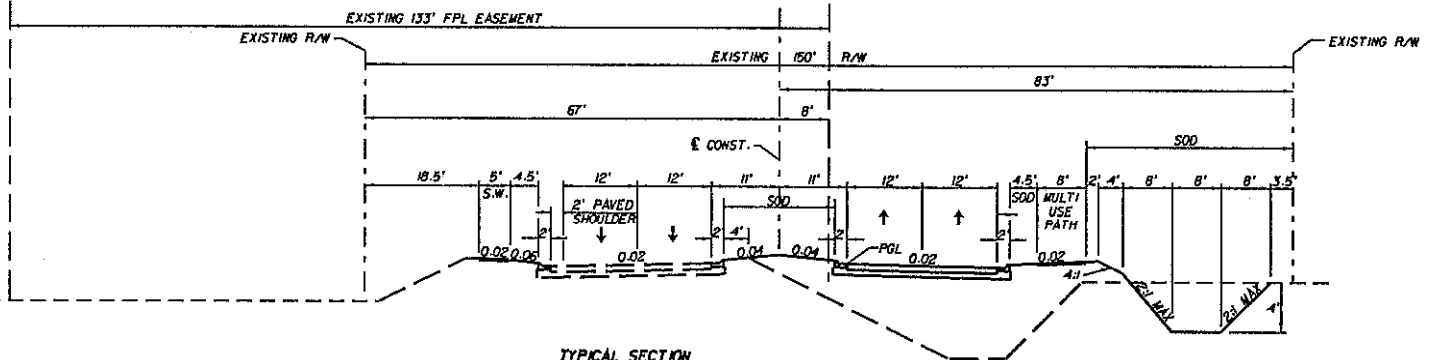
UNINCORPORATED LEE COUNTY AREAS  
CITY OF FORT MYERS AREAS

PROJECT AREA

PLOT DATE

18090804





TYPICAL SECTION  
 ± STA. 117+07.69 TO 117+98.82  
 WINKLER AVE. TO N. COLONIAL WATERWAY

PAVEMENT DESIGN  
 OPTIONAL BASE GROUP 9 WITH  
 2" OF TYPE S-I STRUCTURAL COURSE  
 AND 1" OF TYPE S-III STRUCTURAL COURSE

REVISIONS	
DATE	DESCRIPTION

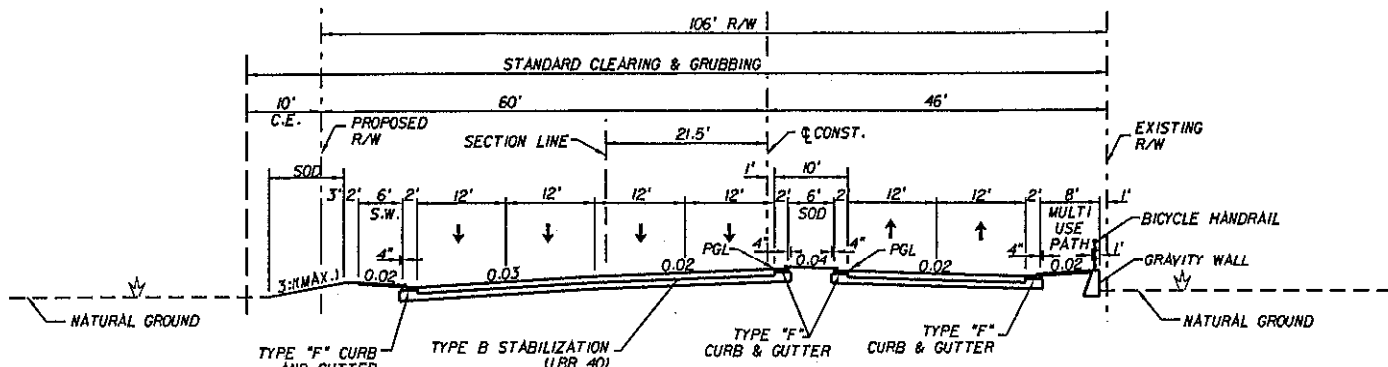
**JOHNSON ENGINEERING, INC.**  
 ENGINEERS, SURVEYORS AND ECOLOGISTS  
 2108 JOHNSON STREET FORT MYERS, FLORIDA 33904  
 PHONE (941) 334-0046 FAX (941) 334-3564  
 OFFICE BUSINESS NO. EBR42



CITY OF  
 FORT MYERS

TYPICAL SECTIONS

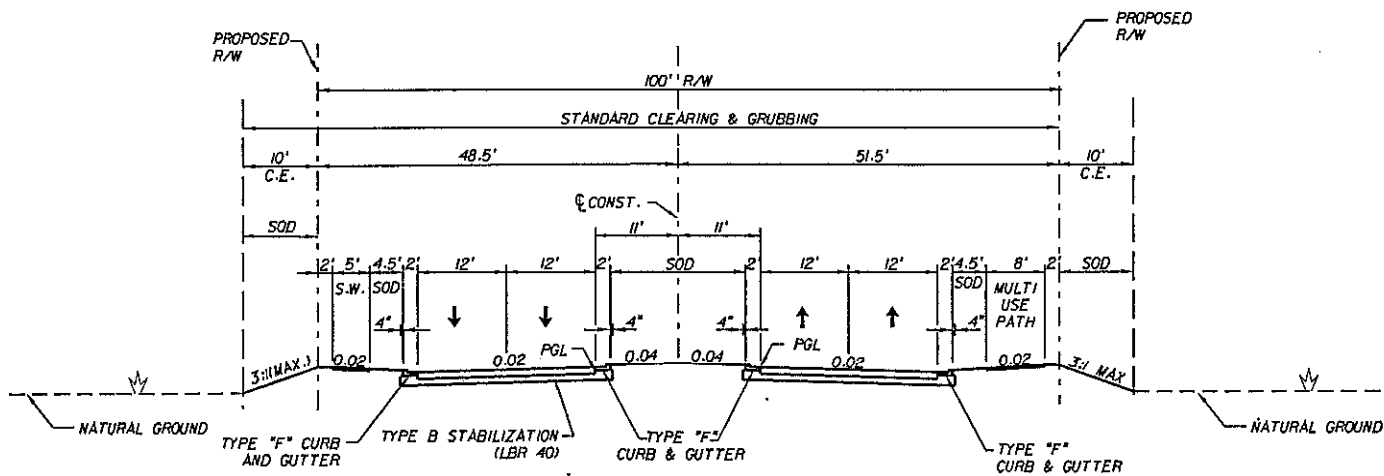
SHEET  
 NO.  
 1



**TYPICAL SECTION**  
 ± STA. 167+60 TO 170+50

**PAVEMENT DESIGN**  
 OPTIONAL BASE GROUP 9 WITH  
 2" OF TYPE S-I STRUCTURAL COURSE  
 AND 1" OF TYPE S-III STRUCTURAL COURSE

**HANSON ST. TO STA. 170+50**



**TYPICAL SECTION**  
 STA. 117+98.82 TO 167+60.00

**PAVEMENT DESIGN**  
 OPTIONAL BASE GROUP 9 WITH  
 2" OF TYPE S-I STRUCTURAL COURSE  
 AND 1" OF TYPE S-III STRUCTURAL COURSE

**N. COLONIAL WATERWAY TO HANSON ST.**

REVISIONS		
DATE	BY	DESCRIPTION

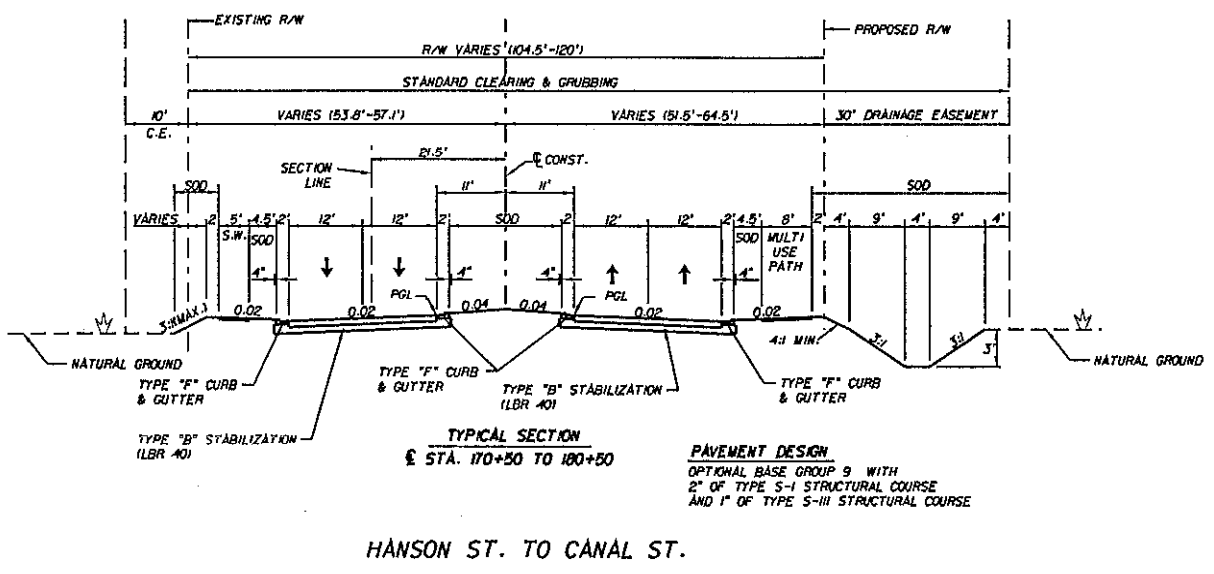
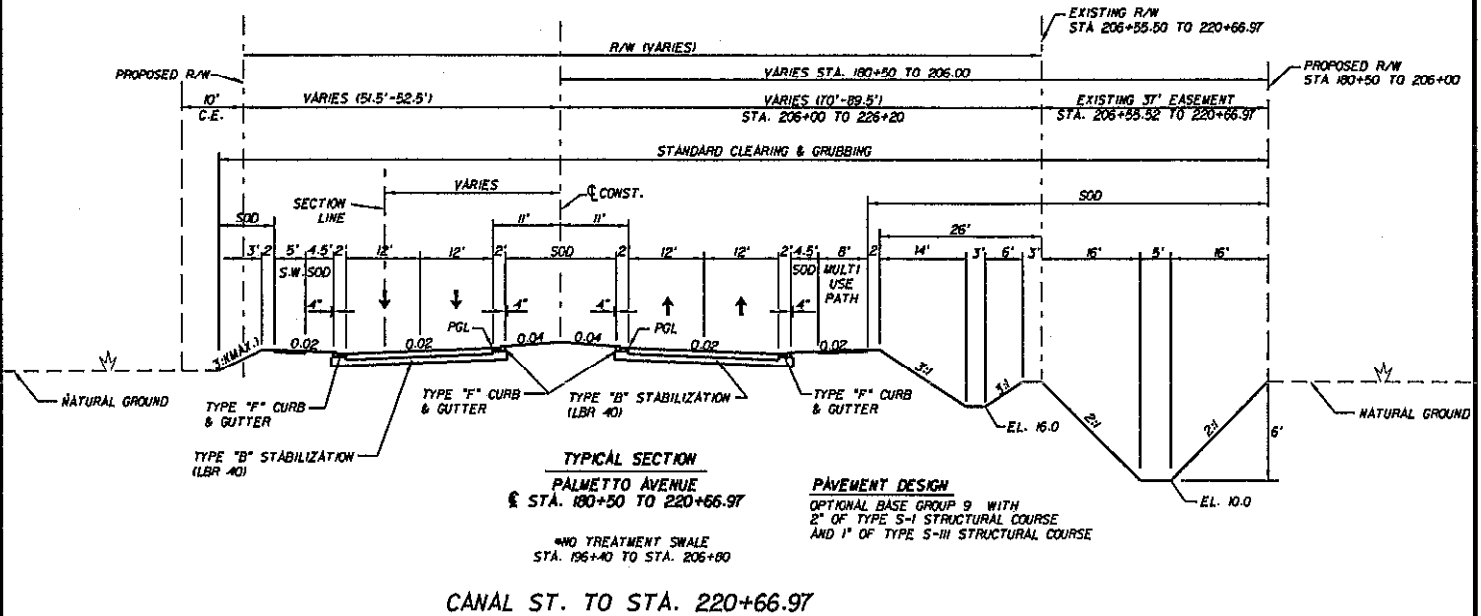
**JOHNSON ENGINEERING, INC.**  
 ENGINEERS, SURVEYORS AND ECOLOGISTS  
 2054 JOHNSON STREET FORT MYERS, FLORIDA 33901  
 PHONE (813) 334-0045 FAX (813) 334-3661  
 OFFICE BUSINESS NO. 806642



**CITY OF  
 FORT MYERS**

**TYPICAL SECTIONS**

SHEET  
 NO.  
 2



REVISIONS	
DATE	DESCRIPTION

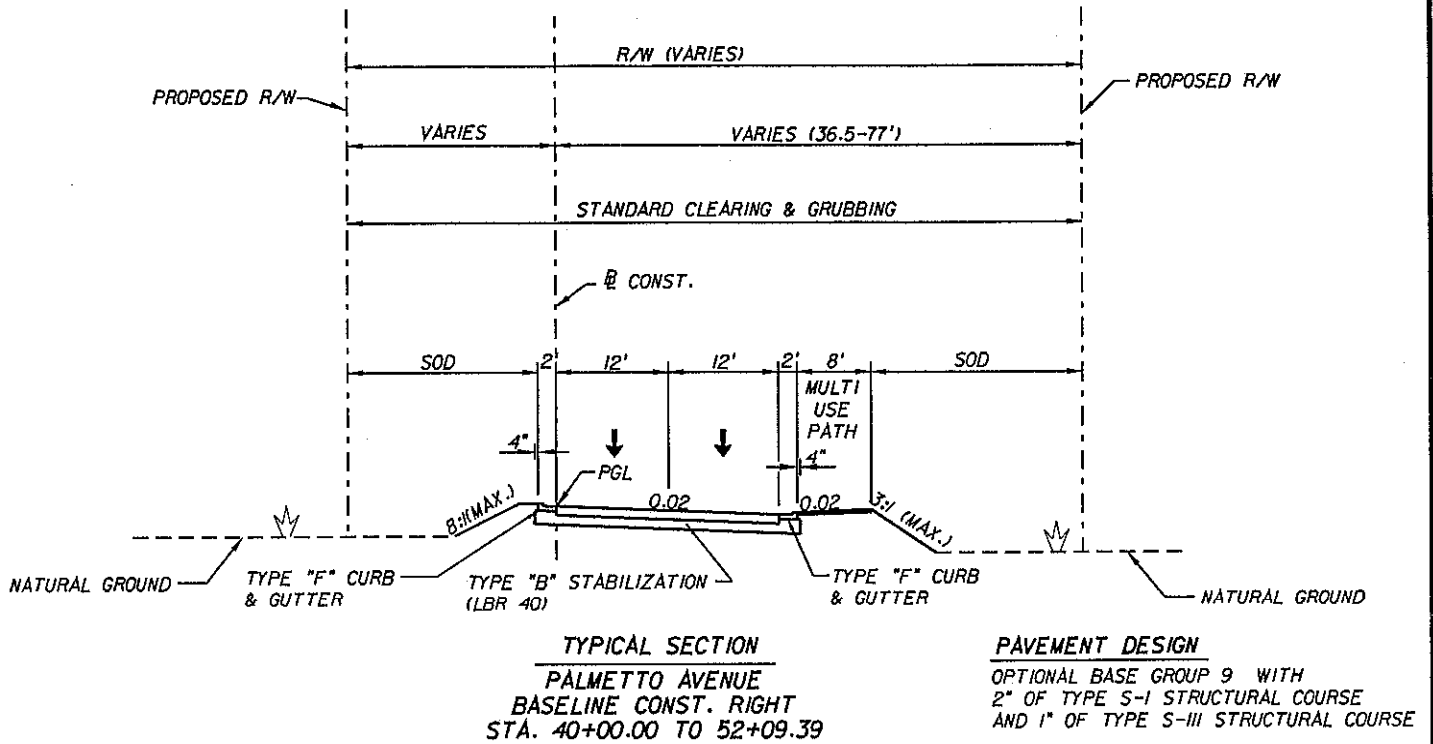
**JOHNSON ENGINEERING, INC.**  
ENGINEERS, SURVEYORS AND EROSIONISTS  
2658 JOHNSON STREET FORT MYERS, FLORIDA 33907  
PHONE (841) 334-0046 FAX (841) 334-3661  
OFFICE BUSINESS HOURS



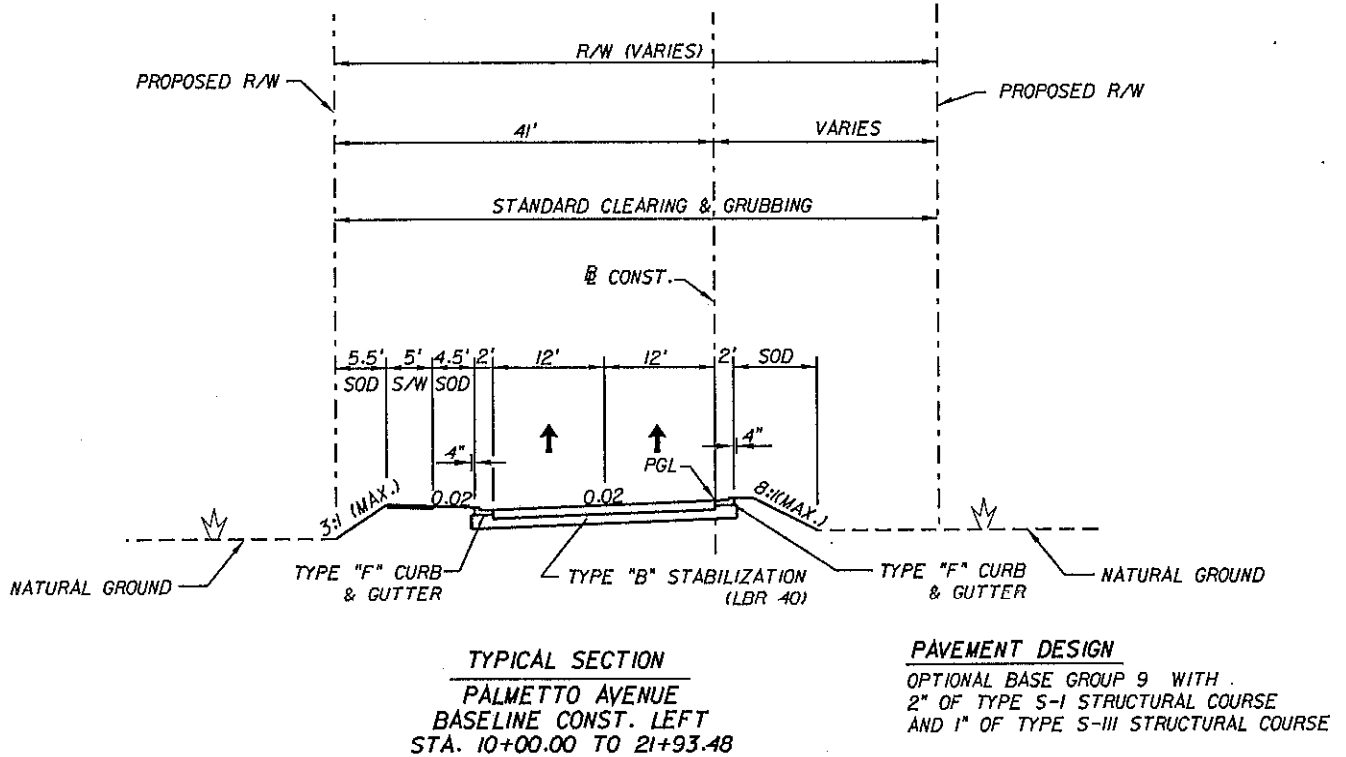
CITY OF  
FORT MYERS

**TYPICAL SECTIONS**

SHEET  
NO.  
3



ONE WAY PAIR-SOUTH OF DR. MARTIN LUTHER KING JR. BLVD



ONE WAY PAIR-SOUTH OF DR. MARTIN LUTHER KING JR. BLVD

REVISIONS	
DATE	DESCRIPTION

**JOHNSON ENGINEERING, INC.**  
 ENGINEERS, SURVEYORS AND ECOLOGISTS  
 2050 JOHNSON STREET FORT MYERS, FLORIDA 33901  
 PHONE (941) 334-0046 FAX (941) 334-3661  
 OFFICE BUSINESS NO. E66642



CITY OF  
 FORT MYERS

**TYPICAL SECTIONS**

SHEET  
 NO.  
 4



**ATTACHMENT B**

**PALMETTO AVENUE EXTENSION INTERLOCAL AGREEMENT  
RIGHT-OF-WAY PHASE**

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF FORT MYERS AND LEE COUNTY  
FOR CERTAIN IMPROVEMENTS TO PALMETTO AVENUE**

RIGHT-OF-WAY ACQUISITION

THIS INTERLOCAL AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida ("County") and the **CITY OF FORT MYERS**, a Florida municipality within Lee County ("City"), collectively the "Parties" hereto, and constitutes the second Interlocal Agreement between the County and the City for the development of certain improvements to Palmetto Avenue.

The proposed improvements to Palmetto Avenue consist of the design, acquisition of necessary right-of-way and construction of two lanes of an ultimate four-lane arterial road extending from Dr. Martin Luther King, Jr. Boulevard to a point just south of the North Colonial Waterway, which is the current northern terminus of the existing Palmetto Avenue.

**WITNESSETH:**

WHEREAS, the Project will be built within the jurisdictional boundaries of both City and County, with a majority of the facility presently located within the County; and,

WHEREAS, the Project will benefit vehicular traffic and the traveling public in both the City and the County; and,

WHEREAS, the Project will provide both the City and County with an alternative North / South corridor, alleviating the congestion being experienced on other City and County north / south corridors, including Metro Parkway (SR 739), Cleveland Avenue (US

41), Interstate 75, and Ortiz Avenue, and provide an opportunity for certain development of properties along the corridor as well as surrounding the corridor that represent the last major undeveloped area of the City and County within the urbanized City Urban Reserve Area and the Dunbar area; and,

WHEREAS, the Project will benefit the City / County Enterprise Zone area at the north end of the proposed facility; and,

WHEREAS, the construction of the Project will provide a more direct route for the transportation of children to and from the Dunbar High School; and,

WHEREAS, the City and County desire to share in the cost of said Project and desire to delineate their respective rights and obligations under Florida Statutes, County and City Ordinances, and this Agreement as set forth below; and,

WHEREAS, the Parties entered into the Project "Design Phase" Interlocal Agreement on February 13, 2001; and,

WHEREAS, the Parties now desire to enter into a "Right-of-Way Acquisition" Interlocal Agreement for the purpose of continuing with the Project through the right-of-way acquisition phase; and,

WHEREAS, this Interlocal Agreement constitutes the second Interlocal Agreement between the Parties for the development of the Project and defines the obligations of the Parties through the right-of-way acquisition phase; and,

WHEREAS, the Project and this Interlocal Agreement for Right-of-Way Acquisition serves a public purpose and will benefit the citizens and residents of both the City and the County.

NOW THEREFORE, it is agreed between the Parties as follows:

**I. OVERALL PROJECT**

1. The Lee County Division of County Lands, in consultation with City staff, has developed a new estimate for the right-of-way acquisition, of the Project based on the selected alignment in the approximate amount of \$3,350,000 (Exhibit "A", hereto). This estimate may be further refined by the Parties and adjusted either upwards or downwards to reflect new information and actual costs.
2. On February 13, 2001, the Parties entered into an Interlocal Agreement for the design of the Project with certain terms and conditions (copy attached hereto as Exhibit "B").

**II. RIGHT-OF-WAY ACQUISITION PHASE**

1. Once preliminary design is within one hundred eighty (180) days of completion and the Engineer designing the Project provides the legal descriptions for each portion of right-of-way that must be acquired for construction of the roadway, the City will provide that information to the County. The City agrees to contact each property owner to solicit right-of-way donations. The City will not charge the jointly-funded project for City staff time or legal services for such solicitation.
2. The City and County agree to divide the cost of the right-of-way acquisition, which includes the cost of land, damages, cost to cure, expert witness fees, appraisals, and landowner attorney fees for the project, fifty percent (50%) and fifty percent (50%), respectively. The estimated participation of each jurisdiction is \$1,675,000.00, based on the total right-of-way acquisition estimate of \$3,350,000.00 in Exhibit "A". The County agrees to transfer its

share of funds to the City within 30 days of execution of this agreement, and any interest earned by the City on the County's funds shall be applied to the project as part of the County's share of the construction phase, or returned to the County if the construction phase is ultimately funded through other means. Should the actual right-of-way costs be less than \$3,350,000.00, the savings will be shared equally by each jurisdiction. Any costs for right-of-way acquisition (as defined above) in excess of \$3,350,000.00 will be split 50/50 as well, subject to amendment of this agreement.

3. The County will administer the right-of-way acquisition effort working through the Division of County Lands, in close coordination with City staff. All land acquisition proposals will be provided to the City Engineer for review and sign-off prior to any proposal being approved by the Board of County Commissioners. The County will cover the cost of County Lands staff time for such administration separate from the jointly-funded project. The City agrees to release any funds to the County for right-of-way acquisition activities in a timely manner.
4. The County agrees to utilize its County Attorney's Office staff for the litigation of eminent domain issues, should that prove necessary.

### **III. FUTURE AGREEMENTS/OTHER FUNDING OPTIONS**

1. A third agreement is anticipated in the near future to delineate each Party's *respective rights and obligations regarding the construction phase and future maintenance.*

2. Either Party can elect to pursue various grants to apply toward the construction phase. Any project cost reductions based on awarded grants shall be shared equally by the City and County.

#### **IV. MISCELLANEOUS PROVISIONS**

1. The provisions of this Interlocal Agreement shall be construed so as to effect the purposes as stated herein. The obligations conferred by the provisions of this Agreement shall be supplemental to the powers conferred upon the Parties by general, special or local law.
2. This Agreement shall remain in full force and effect until such time as the Project is completed and all accounts settled between the Parties, at which this Agreement shall expire.

#### **V. NOTICES**

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to the County at the Office of the County Manager, and to the City, at the Office of the Mayor.

#### **VI. AMENDMENT**

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

#### **VII. CONSTRUCTION**

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

**VIII. DEFAULT**

If the City or the County shall fail to perform or observe any of the material terms or conditions of this Interlocal Agreement applicable to it for a period of thirty (30) days after receipt of written notice of such default from the other Party, the Party giving the notice of default may be entitled to terminate this Interlocal Agreement. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the terms specifically contained herein.

**IX. SEVERABILITY**

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

**X. LIABILITY**

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

**XI. FILING**

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

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

ATTEST:

CITY OF FORT MYERS

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of the County Attorney



**MEMORANDUM  
FROM  
THE DIVISION OF  
COUNTY LANDS**

Date: April 29, 2002

To: David Loveland  
DOT

From: Robert Clemens  
Acquisition Program Manager

**RE:** Palmetto Road Extension, No. 4073 - Cost Estimate

**NOTE:** This is not an appraisal. This report is for budgetary and management purposes only.

Pursuant to my memorandum to you dated May 3, 2001 for the above referenced subject, additional costs need to be added. Saeed Kazemi, P.E., City Engineer for the City of Ft. Myers has provided me with the following additions: the relocation expense for nine FP&L high voltage poles and six acres of land for water management purposes.

The previous cost estimate was \$2,246,150 (from MLK south to the Colonial Canal). The newly added costs increase the previous estimate to \$3,350,000 or an increase of over \$1,100,000.

CC: Saeed Kazemi, P.E., City Engineer-City of Ft. Myers

**EXHIBIT "A"**

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF FORT MYERS AND LEE COUNTY  
FOR CERTAIN IMPROVEMENTS TO PALMETTO AVENUE**

DESIGN PHASE AGREEMENT

THIS INTERLOCAL AGREEMENT is made on this 13<sup>th</sup> day of February, <sup>2001</sup>~~2000~~,  
by and between LEE COUNTY, a political subdivision of the State of Florida ("County") and  
the CITY OF FORT MYERS, a Florida municipality within Lee County ("City"), collectively  
the "Parties" hereto, and constitutes the first of a series of several Interlocal Agreements  
between the County and the City for the development of improvements to Palmetto  
Avenue.

The proposed improvements to Palmetto Avenue consist of the design, acquisition  
of necessary right-of-way and construction of two lanes of an ultimate four-lane arterial  
road extending from Dr. Martin Luther King, Jr. Boulevard to a point just south of the North  
Colonial Waterway, which is the current northern terminus of the existing Palmetto Avenue,  
as described and shown in Exhibit "A", hereto, and shall be designated as the "Project" for  
the purposes of this and all succeeding Interlocal Agreements between the Parties.

WITNESSETH:

WHEREAS, the Project will be built within the jurisdictional boundaries of both City  
and County, with a majority of the facility presently located within the County; and,

WHEREAS, the Project will benefit vehicular traffic and the traveling public in both  
the City and the County; and,

WHEREAS, the Project will provide both the City and County with an alternative North / South corridor, alleviating the congestion being experienced on other City and County north / south corridors, including Metro Parkway (SR 739), Cleveland Avenue (US 41), Interstate 75, and Ortiz Avenue, and provide an opportunity for certain development of properties along the corridor as well as surrounding the corridor that represent the last major undeveloped area of the City and County within the urbanized City Urban Reserve Area and the Dunbar area; and,

WHEREAS, the Project will benefit the City / County Enterprise Zone area at the north end of the proposed facility (as demonstrated by Exhibit "B"); and,

WHEREAS, Allied Recycling, a recycling company, has requested a City permit to expand their existing development and has received approval from the City to do so, if the Project between Hanson Street and the North Colonial Waterway is constructed, and this expansion will generate the addition of 35 City jobs and opportunities for those property owners and residents of the City / County Enterprise Zone; and,

WHEREAS, the Dunbar High School was sited and opened in August, 2000, north of Canal Street and immediately east of where the Project is to be constructed, to provide an opportunity to all children in Lee County to attend a public high school integrated with minority and non-minority attendees; and,

WHEREAS, the construction of the Project will provide a more direct route for the transportation of children to and from the Dunbar High School; and,

WHEREAS, the City and County desire to share in the cost of said Project and desire to delineate their respective rights and obligations under Florida Statutes, County

and City Ordinances, and this Agreement as set forth below; and,

WHEREAS, the Project serves a public purpose and will benefit the citizens and residents of both the City and the County.

NOW THEREFORE, it is agreed between the Parties as follows:

#### OVERALL PROJECT

1. The City and County have developed a "preliminary opinion of cost" for the design, right-of-way acquisition, and construction of the Project in the approximate amount of \$8,933,230.00 (Exhibit "C"). This "preliminary opinion of cost" may be further refined by the Parties and adjusted either upwards or downwards to accommodate fluctuations in contract negotiations, previously expended funds spent on design of the Project, acquisition of rights-of-way, and any other obtained or necessary means of funding.

#### DESIGN PHASE

1. The City shall provide the design of the Project (Exhibit "D") by utilizing the City's RFP process (the Project was originally awarded by the City to Johnson Engineering, as a change order to an existing contract previously awarded on a competitive basis, with the condition that an Interlocal Agreement demonstrating funding apportionment between the County and the City would be developed and approved by the Parties).
2. The City and County agree to equally split the cost of the design phase of the Project. The design costs are currently estimated at \$720,000.00. If there are any overages in the design phase, the City and County shall both

agree to also equally split such overages by amending this Interlocal Agreement. Both the City and the County agree to pay \$360,000.00 each in fiscal year 2000-01 for the total sum of \$720,000.00.

3. The City will manage the engineering design of the Project and will consult with the County on at least a quarterly basis to provide updates and progress reports during the duration of the design contract.

### MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be construed so as to effect the purposes as stated herein. The obligations conferred by the provisions of this Agreement shall be supplemental to the powers conferred upon the Parties by general, special or local law.
2. This Agreement shall remain in full force and effect until such time as the Project is completed and all accounts settled between the Parties, at which this Agreement shall expire.
3. This Agreement constitutes the first of several anticipated sequential agreements for this Project. Two subsequent agreements are expected to cover the issues of right-of-way acquisition for the Project and the construction of the Project.

### NOTICES

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to the County at the Office of the County Manager, and to the City, at the Office of the Mayor.

## AMENDMENT

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

## CONSTRUCTION

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

## DEFAULT

If the City or the County shall fail to perform or observe any of the material terms or conditions of this Interlocal Agreement applicable to it for a period of thirty (30) days after receipt of written notice of such default from the other Party, the Party giving the notice of default may be entitled to terminate this Interlocal Agreement. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the terms specifically contained therein.

## SEVERABILITY

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

## LIABILITY

The Parties agree that by execution of this Interlocal Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits

of liability as provided for by Section 768.28, Florida Statutes.

FILING

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

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

ATTEST: CITY CLERK

By: Maria Adams  
City Clerk

CITY OF FORT MYERS

By: [Signature]  
Mayor


Date: 1/12/2001

APPROVED AS TO FORM:

By: [Signature]  
City Attorney

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

By: *Charlie Green*  
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: *[Signature]*  
Chairman

Date: 2/13/01

APPROVED AS TO FORM:

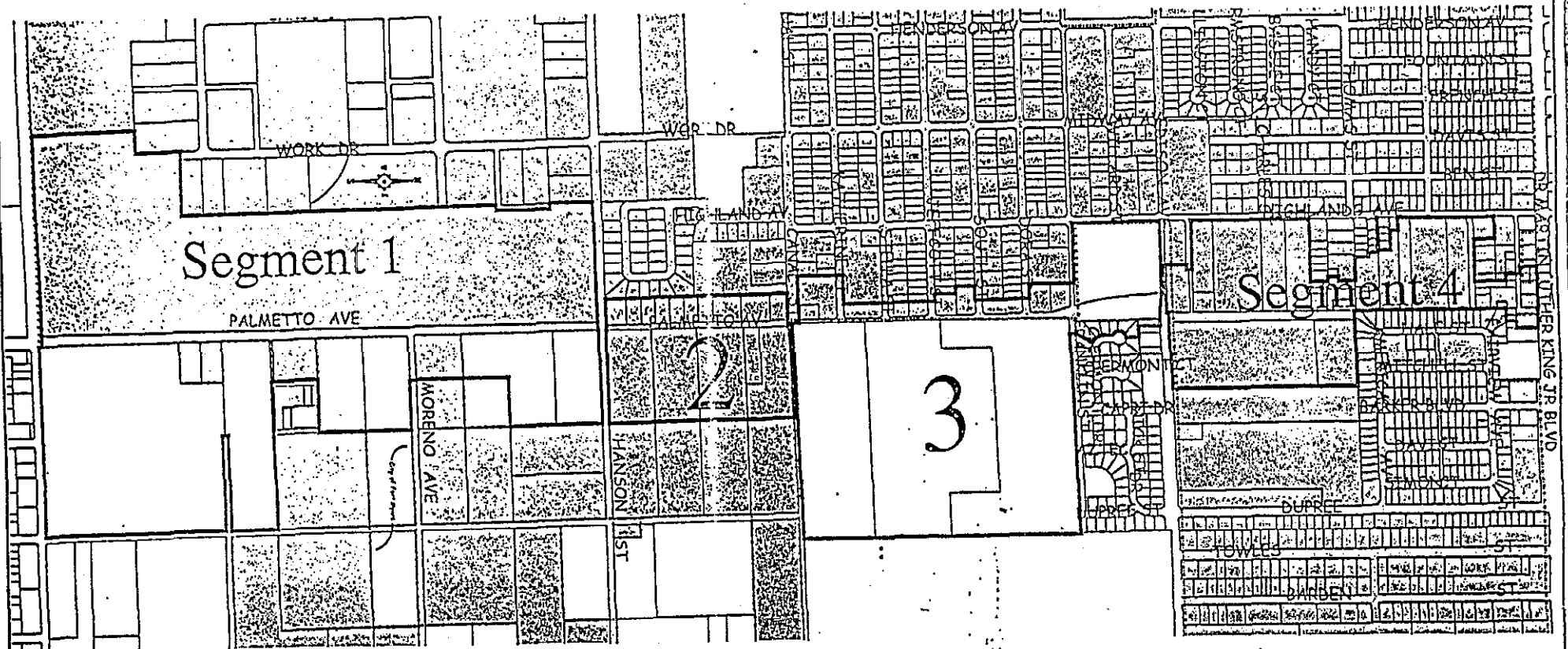
By: *[Signature]*  
Office of County Attorney



# EXHIBIT 'A'

## PALMETTO AVENUE EXT.

### SEGMENTS 1-4



Dec 07, 2000 - 9:34am

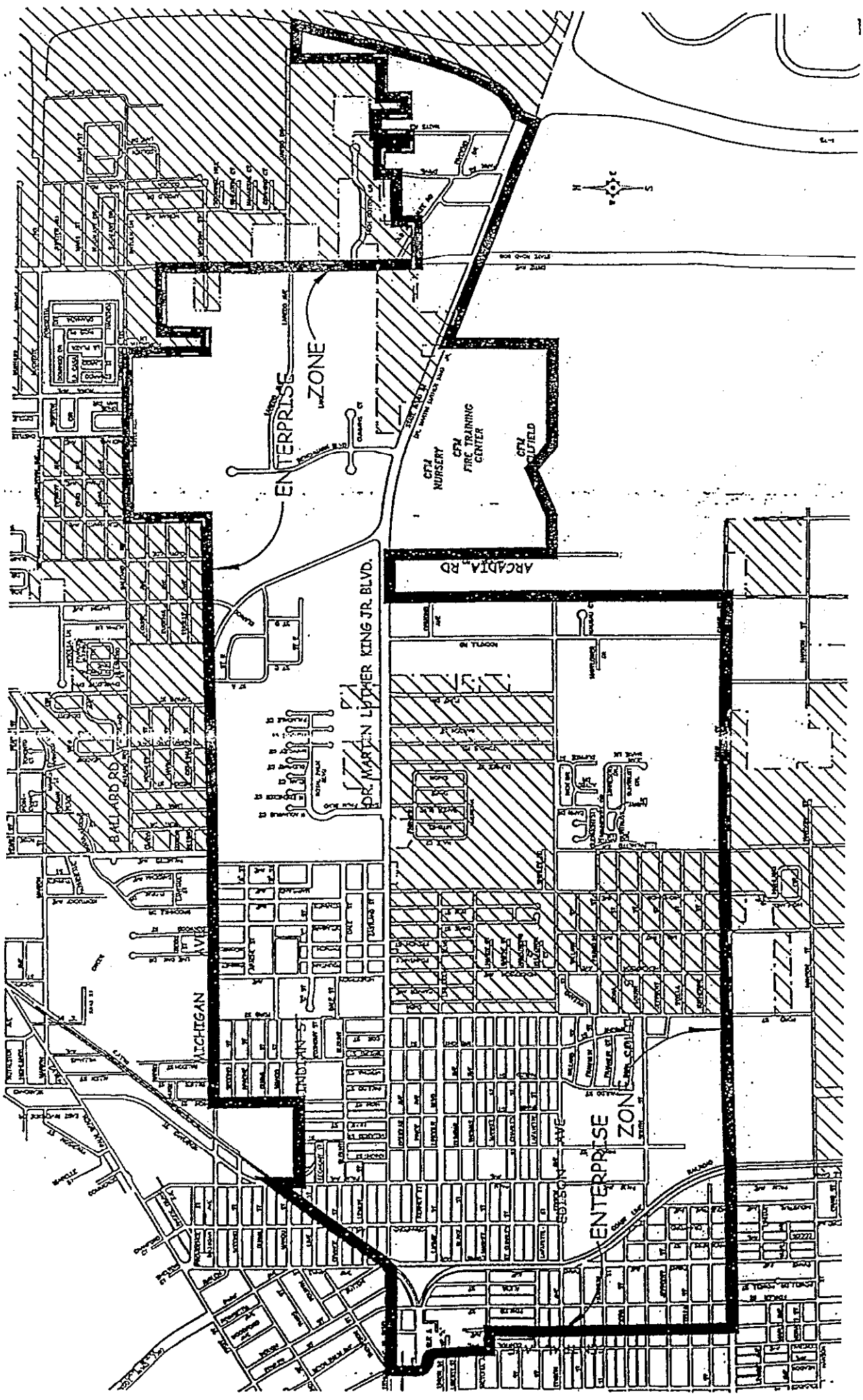
H:\PLANNING\Transportation\PALMETTO\interlocal - county-city\Exhibit Adwg

# EXHIBIT 'B'

## ENTERPRISE ZONE

Dec 07 2000 - 9:37 am

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PALMETTO AVENUE - (2-LANE/4,020 LF)

NORTH COLONIAL WATERWAY TO HANSON STREET: ALTERNATE NO.2

LEE COUNTY DOT ESTIMATE - ROADWAY CONSTRUCTION ONLY<sup>1</sup>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	COST
<b>I. Sitework</b>					
110-1	Clearing and Grubbing	2.75	AC	\$1,200.00	\$3,300.00
120-1	Excavation	8,300	CY	\$2.25	\$18,675.00
120-2	Embankment (In-hauled)	22,500	CY	\$6.00	\$135,000.00
120-10	Site Grading	30,800	CY	\$0.60	\$18,480.00
I - 1	Power Pole Replacement	7	EA	\$14,000.00	\$98,000.00
				<b>Sub-Total</b>	<b>\$273,455.00</b>
<b>II. Roadway &amp; Drainage</b>					
II - 1 <sup>6</sup>	North Colonial Waterway Bridge	1	LS	\$535,000.00	\$535,000.00
II - 2	Detention Area Development	1	LS	\$260,000.00	\$260,000.00
160-1-2	12" Stabilized Subgrade (Type B)	17,210	SY	\$1.50	\$25,815.00
200-1-2	8" Limerock Base w/ Prime Coat	15,420	SY	\$4.35	\$67,077.00
331-1	Type S-1 Asphaltic Concrete (2")	15,420	SY	\$3.00	\$46,260.00
337-1	1" FC-4 Friction Course	15,420	SY	\$1.80	\$27,756.00
430-1	Reinforced Concrete Pipe	1	LS	\$36,600.00	\$36,600.00
II - 3	Low Point Drainage Structure	7	EA	\$7,600.00	\$53,200.00
520-1-2	Type F Curb	3,850	LF	\$5.00	\$19,250.00
522-1	5' Concrete Sidewalk	2,140	SY	\$12.00	\$25,680.00
575-1	Sod (Bahia)	28,600	SY	\$1.15	\$32,890.00
579-1	2" PVC Utility Conduit	1,500	LF	\$3.50	\$5,250.00
700-1	Signing & Marking	1	LS	\$9,000.00	\$9,000.00
				<b>Sub-Total</b>	<b>\$1,143,778.00</b>
<b>Sub-Total Construction (1993)<sup>2</sup></b>					<b>\$1,417,233.00</b>
Inflation Factor 1.24 <sup>3</sup>					<b>\$340,135.92</b>
<b>Total Construction (2000)</b>					<b>\$1,757,368.92</b>
Surveying, Design, and Permitting (15%)					\$263,605.34
CEI (7%)					\$123,015.82
Right-of-way <sup>4</sup>					\$580,600.00
<b>Final Construction Cost</b>					<b>\$2,724,590.08</b>
Contingency (25%)					\$681,147.52
<b>TOTAL COST</b>					<b>\$3,405,737.60</b>

Note:

1. Does not include street lights, utility improvements or landscaping
2. Quantities and Unit Prices from Johnson Engineering March 1993 Study
3. Inflation factor as per Johnson Engineering May 14, 1999 revised cost estimate, but used (3% for 8 years)
4. Right-of-way plus 25% Contingency as per Johnson Engineering March 1993 Study, did not use inflation factor
5. General: Assume a 2-lane roadway construction with right-of-way for 4-lanes
6. Raised bridge over the North Colonial Waterway weir

ORDER OF MAGNITUDE CONSTRUCTION ESTIMATE EXHIBIT C  
 PALMETTO AVENUE - (2-LANE/1,324 LF)  
 HANSON STREET TO CANAL STREET: ALTERNATE NO.2  
 LEE COUNTY DOT ESTIMATE - ROADWAY CONSTRUCTION ONLY<sup>1</sup>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	COST
I.	Sitework				
I-1	Mobilization	1	LS	\$58,000.00	\$58,000.00
110-1	Clearing and Grubbing	0.25	AC	\$1,200.00	\$300.00
120-2	Embankment (In-hauled)	250	CY	\$6.00	\$1,500.00
120-10	Site Grading	250	CY	\$0.60	\$150.00
				Sub-Total	\$59,950.00
II.	Roadway & Drainage				
160-1-2	12" Stabilized Subgrade (Type B)	2,525	SY	\$1.50	\$3,787.50
II-1	6" Stabilized Subgrade (Type B)	1,250	SY	\$0.90	\$1,125.00
II-2	4-1/2" ABC (Type III)	1,495	SY	\$10.00	\$14,950.00
II-3	Type S-3 Asphaltic Concrete (3/4")	8,800	SY	\$1.40	\$12,320.00
II-4	Inlet (Type C)	2	EA	\$685.00	\$1,370.00
425-3-1	Junction Box w/7-T Top & P Bottom	2	EA	\$2,250.00	\$4,500.00
430-1	Reinforced Concrete Pipe	1	LS	\$12,200.00	\$12,200.00
575-1	Sod (Bahia)	3,700	SY	\$1.15	\$4,255.00
579-1	2" PVC Utility Conduit	500	LF	\$3.50	\$1,750.00
700-1	Signing & Marking	1	LS	\$3,000.00	\$3,000.00
II-5	Hanson Street Signalization	1	LS	\$35,000.00	\$35,000.00
II-6	Hanson Street E/W Improvements	1	LS	\$28,000.00	\$28,000.00
II-7 <sup>6</sup>	Upgraded Roadway & Drainage Impr	1	LS	\$220,000.00	\$220,000.00
				Sub-Total	\$342,257.50
				Sub-Total Construction (1993) <sup>2</sup>	\$402,207.50
				Inflation Factor 1.24 <sup>3</sup>	\$96,529.80
				Total Construction (2000)	\$498,737.30
				Surveying, Design, and Permitting (30%)	\$149,621.19
				CEI (9%)	\$44,886.36
				Right-of-way <sup>4</sup>	\$491,400.00
				Final Construction Cost	\$1,184,644.85
				Contingency (25%)	\$296,161.21
				TOTAL COST	\$1,480,806.06

Note:

- Does not include street lights, utility improvements or landscaping
- Quantities and Unit Prices from Johnson Engineering March 1993 Study
- Inflation factor as per Johnson Engineering May 14, 1999 revised cost estimate, but used (3% for 8 years)
- Right-of-way plus 25% Contingency as per Johnson Engineering March 1993 Study, did not use Inflation factor
- General: Assume a 2-lane roadway construction with right-of-way for 4-lanes
- Assumed rebuilding existing roadway segment and not just overlaying

PALMETTO AVENUE - (2-LANE/2,613 LF)

CANAL STREET TO EDISON AVENUE: ALTERNATE NO.2

LEE COUNTY DOT ESTIMATE - ROADWAY CONSTRUCTION ONLY<sup>1</sup>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	COST
<b>I. Sitework</b>					
110-1	Clearing and Grubbing	1.75	AC	\$1,200.00	\$2,100.00
120-1	Excavation	6,500	CY	\$2.25	\$14,625.00
120-2	Embankment (In-hauled)	19,000	CY	\$6.00	\$114,000.00
120-10	Site Grading	25,500	CY	\$0.60	\$15,300.00
				<b>Sub-Total</b>	<b>\$146,025.00</b>
<b>II. Roadway &amp; Drainage</b>					
160-1-2	12" Stabilized Subgrade (Type B)	13,120	SY	\$1.50	\$19,680.00
200-1-2	8" Limerock Base w/ Prime Coat	11,950	SY	\$4.35	\$51,982.50
331-1	Type S-1 Asphaltic Concrete (2")	11,950	SY	\$3.00	\$35,850.00
337-1	1" FC-4 Friction Course	11,950	SY	\$1.80	\$21,510.00
II - 1	Low Point Drainage Structure	4	EA	\$7,600.00	\$30,400.00
II - 2	Inlet Structures	6	EA	\$11,300.00	\$67,800.00
II - 3	72" Culvert Facility	1	LS	\$40,100.00	\$40,100.00
520-1-2	Type F Curb	2,425	LF	\$5.00	\$12,125.00
522-1	5' Concrete Sidewalk	1,350	SY	\$12.00	\$16,200.00
575-1	Sod (Bahia)	20,300	SY	\$1.15	\$23,345.00
579-1	2" PVC Utility Conduit	1,000	LF	\$3.50	\$3,500.00
700-1	Signing & Marking	1	LS	\$6,000.00	\$6,000.00
II - 4	Canal Street Signalization	1	LS	\$35,000.00	\$35,000.00
II - 5	Canal Street E/W Improvements	1	LS	\$28,000.00	\$28,000.00
II - 6 <sup>6</sup>	Additional Drainage	1	LS	\$41,100.00	\$41,100.00
				<b>Sub-Total</b>	<b>\$432,592.50</b>
				<b>Sub-Total Construction (1993)<sup>2</sup></b>	<b>\$578,617.50</b>
				<b>Inflation Factor 1.24<sup>3</sup></b>	<b>\$138,868.20</b>
				<b>Total Construction (2000)</b>	<b>\$717,485.70</b>
				<b>Surveying, Design, and Permitting (17%)</b>	<b>\$121,972.57</b>
				<b>CEI (7%)</b>	<b>\$50,224.00</b>
				<b>Right-of-way<sup>4</sup></b>	<b>\$300,900.00</b>
				<b>Final Construction Cost</b>	<b>\$1,190,582.27</b>
				<b>Contingency (25%)</b>	<b>\$297,645.57</b>
				<b>TOTAL COST</b>	<b>\$1,488,227.84</b>

Note:

1. Does not include street lights, utility improvements or landscaping
2. Quantities and Unit Prices from Johnson Engineering March 1993 Study
3. Inflation factor as per Johnson Engineering May 14, 1999 revised cost estimate, but used (3% for 8 years)
4. Right-of-way plus 25% Contingency as per Johnson Engineering March 1993 Study; did not use inflation factor
5. General: Assume a 2-lane roadway construction with right-of-way for 4-lanes
6. Revised drainage cost associated with JEI's revised cost estimates

ORDER OF MAGNITUDE CONSTRUCTION ESTIMATE EXHIBIT C  
 PALMETTO AVENUE - (2-LANE/2,613 LF)  
 EDISON AVENUE TO MARTIN LUTHER KING JR BOULEVARD: ALTERNATE NO.2  
 LEE COUNTY DOT ESTIMATE - ROADWAY CONSTRUCTION ONLY<sup>1</sup>

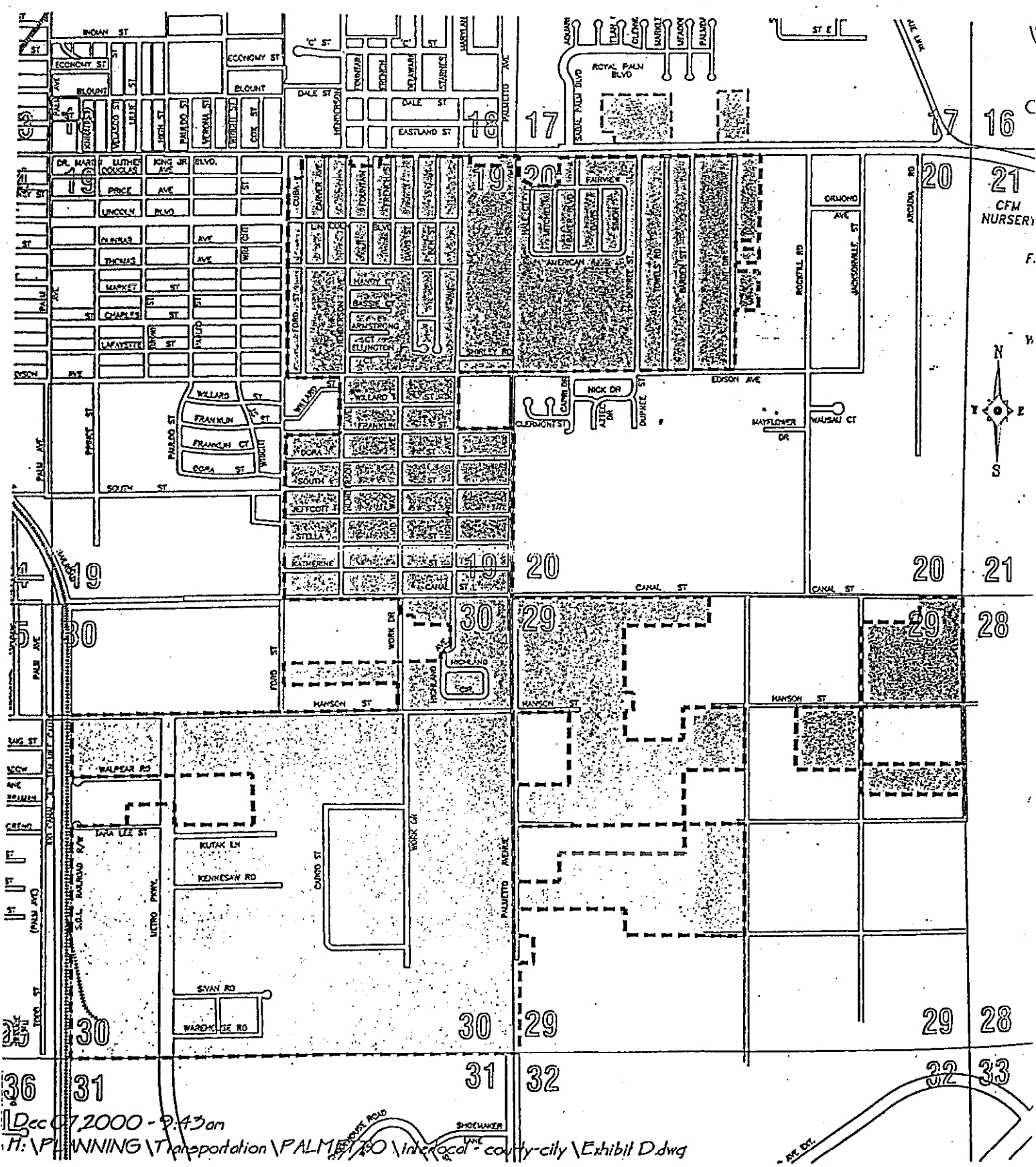
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	COST
<b>I. Sitework</b>					
110-1	Clearing and Grubbing	7.90	AC	\$1,200.00	\$9,480.00
120-1	Excavation	1,000	CY	\$2.25	\$2,250.00
120-2	Embankment (In-hauled)	18,500	CY	\$6.00	\$111,000.00
120-10	Site Grading	19,500	CY	\$0.60	\$11,700.00
				<b>Sub-Total</b>	<b>\$134,430.00</b>
<b>II. Roadway &amp; Drainage</b>					
II - 1	Detention Area Development	1	LS	\$100,600.00	\$100,600.00
160-1-2	12" Stabilized Subgrade (Type B)	10,180	SY	\$1.50	\$15,270.00
200-1-2	8" Limerock Base w/ Prime Coat	9,020	SY	\$4.35	\$39,237.00
331-1	Type S-1 Asphaltic Concrete (2")	9,020	SY	\$3.00	\$27,060.00
337-1	1" FC-4 Friction Course	9,020	SY	\$1.80	\$16,236.00
II - 2	Inlet (Type C)	9	EA	\$685.00	\$6,165.00
425-3-1	Junction Box w/7-T Top & P Bottom	9	EA	\$2,250.00	\$20,250.00
430-1	Reinforced Concrete Pipe	1	LS	\$39,400.00	\$39,400.00
II - 3	Low Point Drainage Structure	5	EA	\$7,600.00	\$38,000.00
II - 4	Inlet Structure	3	EA	\$11,800.00	\$35,400.00
II - 5	Box Culvert Facility (12' x 6')	1	LS	\$241,000.00	\$241,000.00
520-1-2	Type F Curb	2,475	LF	\$5.00	\$12,375.00
522-1	5' Concrete Sidewalk	1,375	SY	\$12.00	\$16,500.00
575-1	Sod (Bahia)	20,300	SY	\$1.15	\$23,345.00
579-1	2" PVC Utility Conduit	1,000	LF	\$3.50	\$3,500.00
700-1	Signing & Marking	1	LS	\$6,000.00	\$6,000.00
II - 6	Edison Ave. & SR 82 Signalization	1	LS	\$70,000.00	\$70,000.00
II - 7	Edison Avenue E/W Improvements	1	LS	\$28,000.00	\$28,000.00
				<b>Sub-Total</b>	<b>\$738,338.00</b>
				<b>Sub-Total Construction (1993)<sup>2</sup></b>	<b>\$872,768.00</b>
				<b>Inflation Factor 1.24<sup>3</sup></b>	<b>\$209,464.32</b>
				<b>Total Construction (2000)</b>	<b>\$1,082,232.32</b>
				<b>Surveying, Design, and Permitting (17%)</b>	<b>\$183,979.49</b>
				<b>CEI (7%)</b>	<b>\$75,756.26</b>
				<b>Right-of-way<sup>4</sup></b>	<b>\$704,800.00</b>
				<b>Final Construction Cost</b>	<b>\$2,046,768.08</b>
				<b>Contingency (25%)</b>	<b>\$511,692.02</b>
				<b>TOTAL COST</b>	<b>\$2,558,460.10</b>

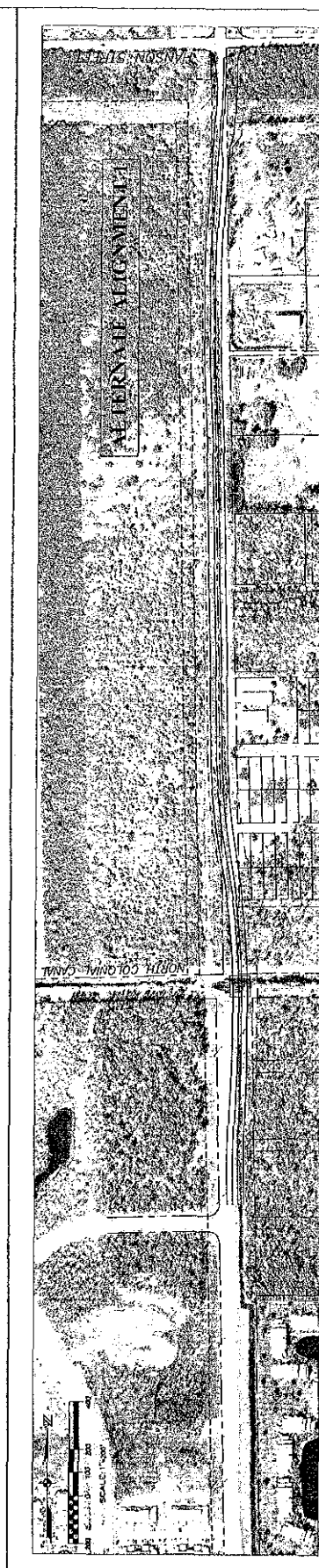
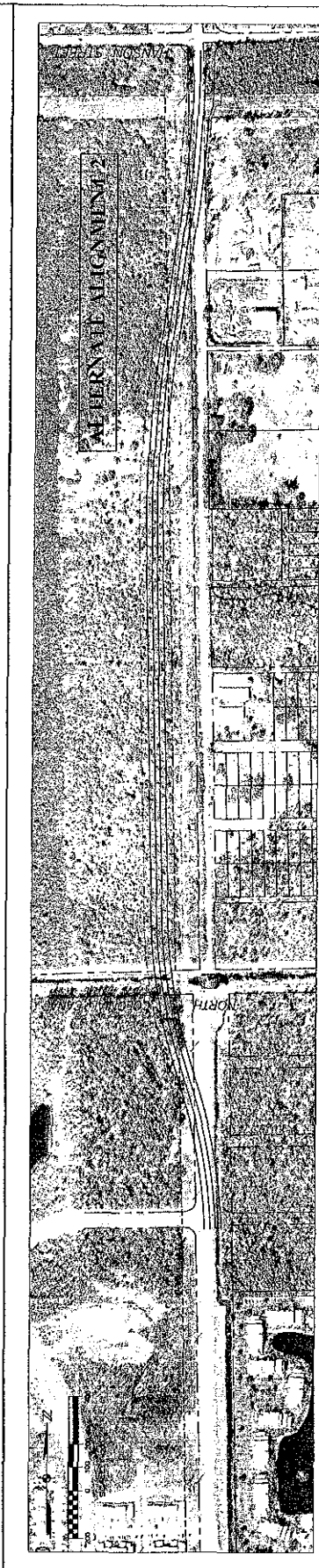
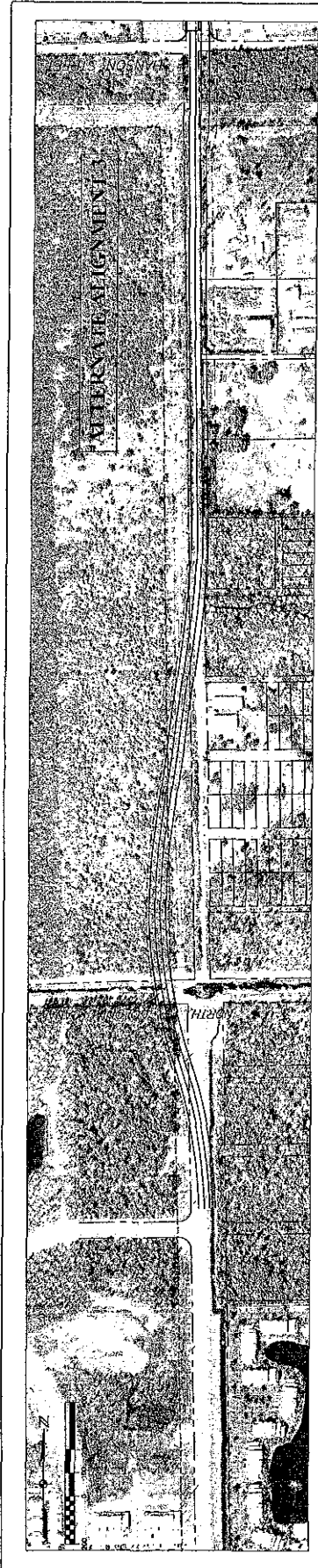
Note:

- Does not include street lights, utility improvements or landscaping
- Quantities and Unit Prices from Johnson Engineering March 1993 Study
- Inflation factor as per Johnson Engineering May 14, 1999 revised cost estimate, but used (3% for 8 years)
- Right-of-way plus 25% Contingency as per Johnson Engineering March 1993 Study, did not use inflation factor
- General: Assume a 2-lane roadway construction with right-of-way for 4-lanes

# EXHIBIT 'D' (Revised)

Palmetto Avenue from Dr. Martin Luther King Jr. Blvd.  
to a point just south of the North Colonial Waterway  
(current northern terminus of existing Palmetto Avenue)





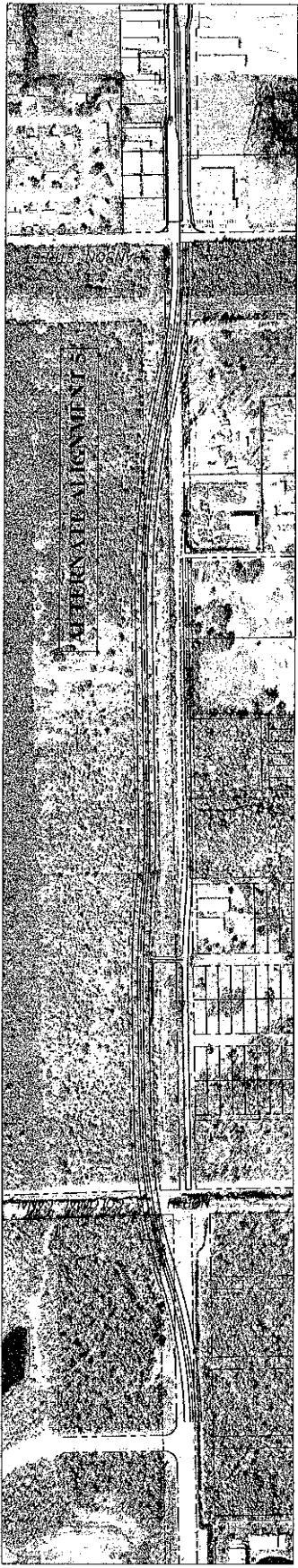
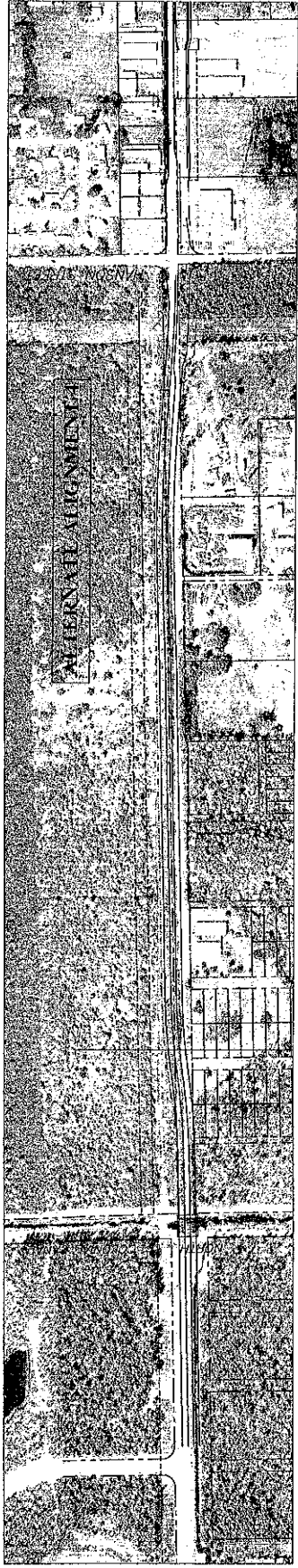
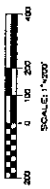
<p><b>CITY OF FORT MYERS</b></p>	<p>PALMETTO AVENUE EXTENSION</p>	<p><b>JOHNSON</b> ENGINEERING</p>	<p>ALTERNATE ALIGNMENT DESIGN EXHIBIT A</p>	
			<p>DATE: 12-18-01 PROJECT NO.: 19881331 SCALE: 1"=100'</p>	<p>DATE: 8-7-05 PROJECT NO.: 20-45-25 SCALE: 1"=100'</p>

3501 NW 110th Avenue  
Suite 110, Ft. Myers, FL 33904  
Phone: 941-336-0043  
Fax: 941-336-0044  
E-Mail: info@johnsoneng.com

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

SCALE: 1"=100'





DATE PLOTTED: 08-11-2010 11:45:00 AM

**CITY OF FORT MYERS**

**PALMETTO AVENUE EXTENSION**

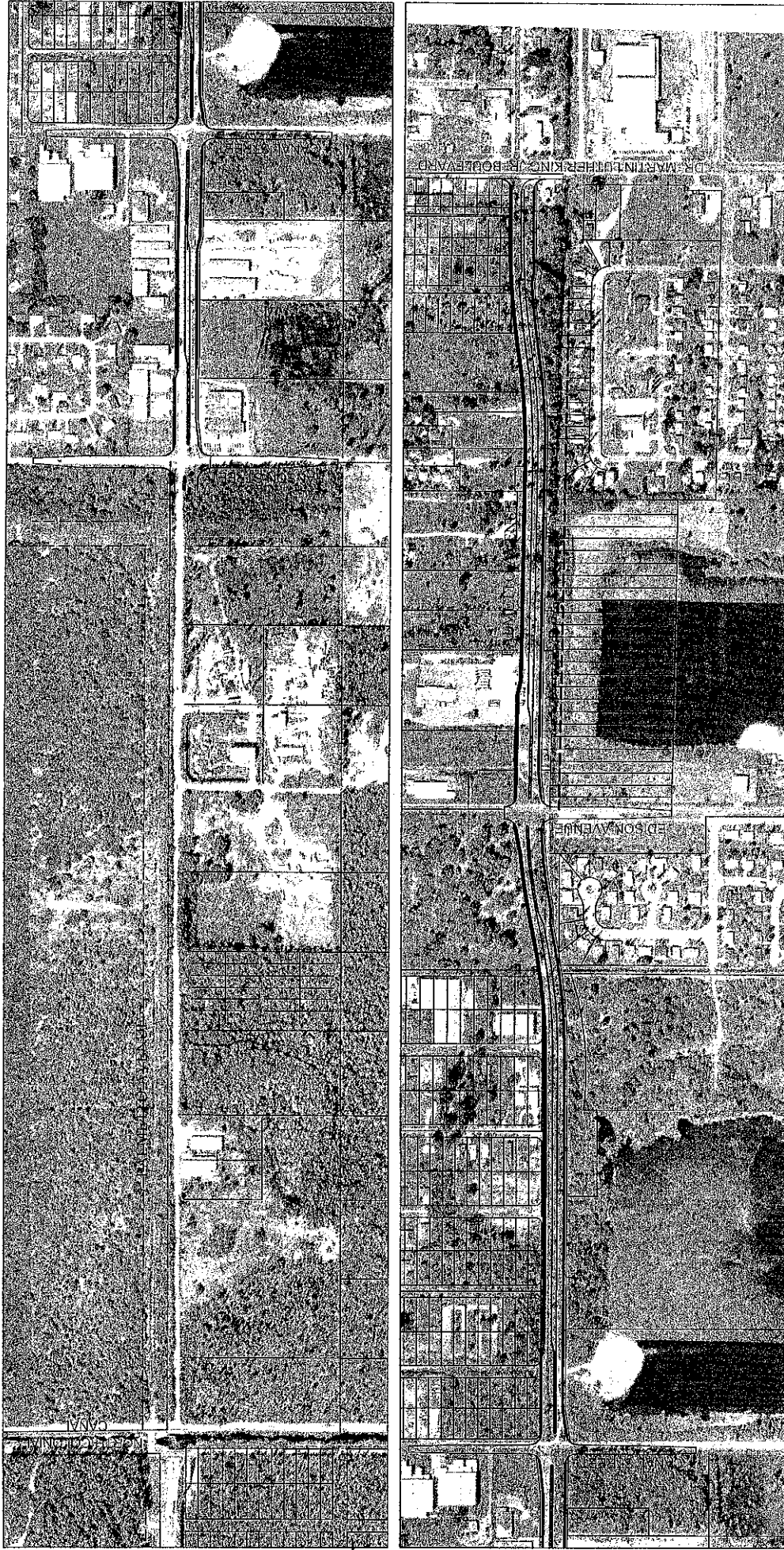
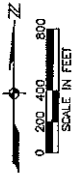
**JOHNSON  
ENGINEERING**

3601 DEL MAR BOULEVARD  
SUITE 200  
FORT MYERS, FLORIDA 33904  
TEL: (888) 241-2100  
FAX: (239) 335-1383  
E-MAIL: JEN@JOHNSON-ENG.COM

**ALTERNATE ALIGNMENT DESIGN  
EXHIBIT A**

DATE	12-15-09	PROJECT NO.	13-1-R	SCALE	1"=200'	SHEET	2 OF 2
			10000211				

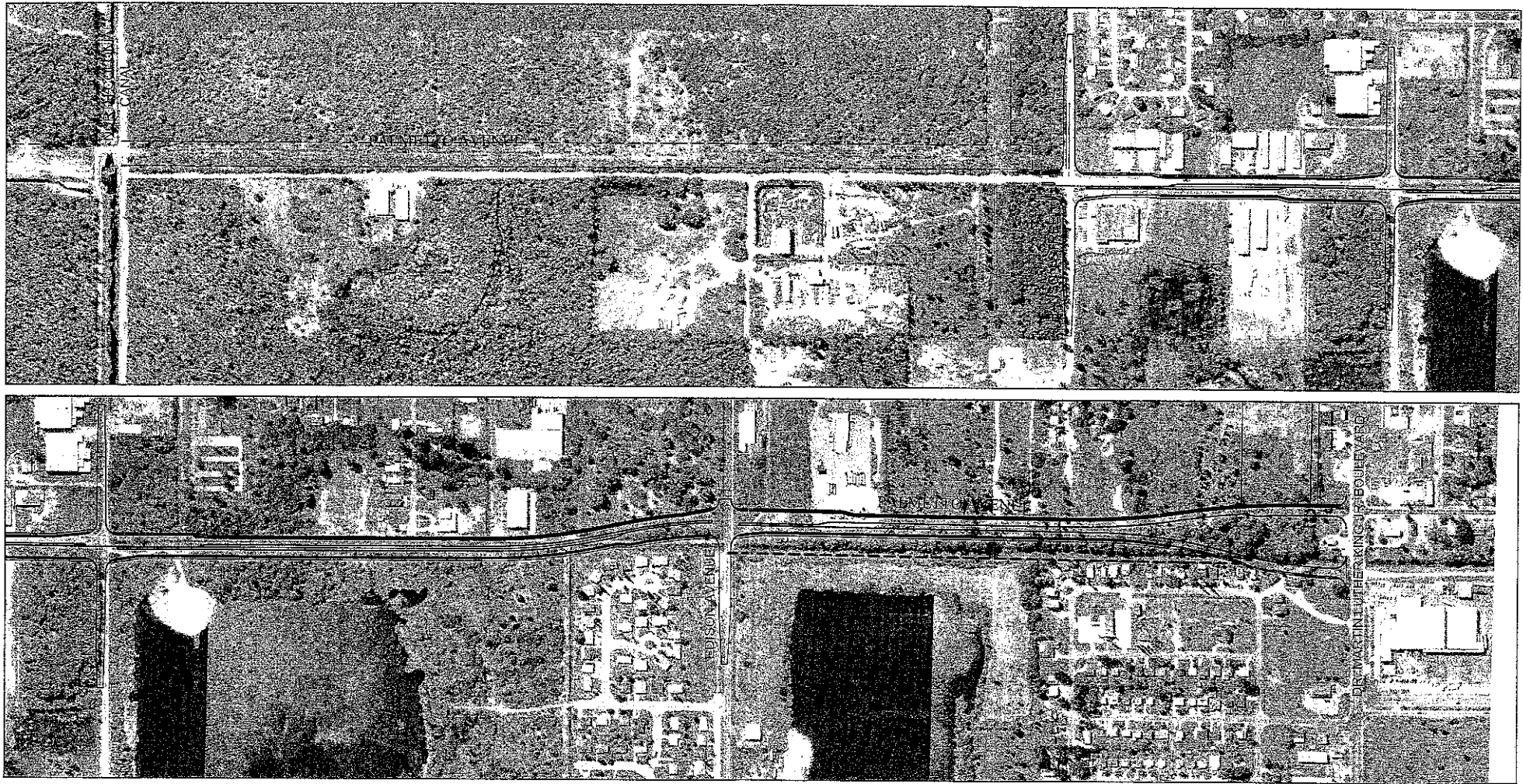
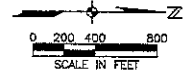
# EXHIBIT "B"



PROPOSED PALMETTO AVENUE FOUR LANEING  
FROM HANSON STREET TO DR. MARTIN LUTHER KING JR. BLVD.  
ALTERNATE ALIGNMENT NO.1

**JOHNSON**  
ENGINEERING

# EXHIBIT "B"



PROPOSED PALMETTO AVENUE FOUR LANING  
FROM HANSON STREET TO DR. MARTIN LUTHER KING JR. BLVD.  
ALTERNATE ALIGNMENT NO. 2

**JOHNSON**  
ENGINEERING

u:/1991321/EXHIBITS/SHAPED.DWG