

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20060074**

**1. ACTION REQUESTED/PURPOSE:** Approve an Amended Joint Supplemental Interlocal Agreement between Lee County and the City of Bonita Springs for design, right-of-way acquisition and construction of the Three Oaks Parkway South Extension project from East Terry Street to The Brooks, and authorize the Chairwoman to execute the amended agreement.

**2. WHAT ACTION ACCOMPLISHES:** Amends the joint supplemental interlocal agreement specifying each party's responsibilities regarding the Three Oaks Parkway South Extension project.

**3. MANAGEMENT RECOMMENDATION:** Approve updated agreement.

<b>4. Departmental Category:</b> 9 <b>C9D</b>		<b>5. Meeting Date:</b> 02-07-2006
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	<input type="checkbox"/> Statute	<input type="checkbox"/> Ordinance
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/> Other
	<input checked="" type="checkbox"/> Other	
		<b>8. Request Initiated:</b> Commissioner _____ Department <u>Transportation</u> Division _____ By: <u>Scott M. Gilbertson</u> Director

**9. Background:**  
 The County and the City first entered into a joint supplemental interlocal agreement to allow for the City advancement of funds to start the right-of-way acquisition process for the Three Oaks Parkway South Extension project on September 3, 2002. That initial agreement was later merged into a new joint supplemental agreement that addressed all the phases of the project, executed on May 27, 2003. The agreement needs to be amended to reflect an additional \$1.4 million contribution from the City, to reflect the actual funding procedure, to address some City Council concerns about project timing and the road name, and to explain how any TRIP funding reimbursements from the State will be shared. The updated agreement needs to move forward now because the project is out to bid, and the funding needs to be secured before the bid can be awarded. A strike-through/underline version of the updated agreement is attached, highlighting the proposed changes. The City Council unanimously approved the updated agreement at its January 18, 2006 meeting, and a clean version will be provided for execution by the Chairwoman.

Funds will be made available in account # 20404330709.506540 *ekw*

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>S. Gilbertson</i> Date: <i>1/24/06</i>	<i>1/24/06</i>	NA		<i>1/25/06</i>	<i>RK 1/25</i>	<i>1/26</i>	<i>1/26/06</i>	<i>1/26/06</i>	<i>J. Lavender</i> Date: <i>1-24-06</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
<i>1-25-06</i>
<i>1:00 pm</i>
COUNTY ADMIN
FORWARDED TO: <i>1/24/06</i>
<i>4:20 pm</i>

Rec. by CoAtty
Date: <i>1/24/06</i>
Time: <i>1:00 pm</i>
Forwarded To:
Co. Atty: <i>1/25/06</i>

**AMENDED JOINT SUPPLEMENTAL INTERLOCAL AGREEMENT  
BETWEEN LEE COUNTY AND THE CITY OF BONITA SPRINGS  
UNDER ITS MASTER TRANSPORTATION AGREEMENT:  
THREE OAKS PARKWAY SOUTH EXTENSION**

This **AMENDMENT TO THE FOURTH JOINT SUPPLEMENTAL INTERLOCAL AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between Lee County, a political subdivision and charter county of the State of Florida, hereinafter referred to as "COUNTY", and the City of Bonita Springs, a municipal corporation in the State of Florida, hereinafter referred to as "CITY".

WHEREAS, the respective governing bodies for Bonita Springs and Lee County executed a Master Transportation System Agreement dated September 19, 2000, to jointly establish a Five-Year Road Improvement Plan requiring resources of both the County and the City; and,

WHEREAS, the Agreement contemplates the use of Supplemental Agreements to the said Master Interlocal Agreement for different stages of road work in Bonita Springs, ~~the first being the Livingston/Imperial connection, four-lane extension from Collier County line to Bonita Beach Road;~~ and,

~~WHEREAS, the Second Supplemental Agreement addressed the four laning of Imperial Street as a collector road from Bonita Beach Road to East Terry Street; and,~~

~~WHEREAS, the Third Supplemental Agreement involved the widening and resurfacing of Bonita Beach Road; and,~~

WHEREAS, the Parties on September 3, 2002 entered into a Joint Supplemental Interlocal Agreement to allow for the City advancement of funds to start the right-of-way acquisition process for the Three Oaks Parkway South Extension; and

WHEREAS, the Parties desire to on May 27, 2003 entered into a Fourth Joint Supplemental Agreement to the said Master Interlocal Agreement, to construct Three Oaks Parkway South Extension, an arterial road from the intersection of Imperial Street and East Terry Street to the northern municipal corporate boundary; and This agreement delineated the funding and maintenance responsibilities of the respective Parties and merged the earlier right-of-way funding agreement; and-

WHEREAS, the Parties desire to amend the Fourth Joint Supplemental Agreement for the Three Oaks Parkway South Extension.

NOW THEREFORE, in consideration of the above premises and other good and other valuable consideration, the receipt of which is hereby acknowledged, and further consideration of the mutual covenants hereinafter contained, it is agreed by the Parties as

follows:

1. COUNTY and CITY shall participate in a JOINT PROJECT, the scope of which is ~~generally identified in Exhibit A of the Master Transportation System Agreement and more~~ specifically defined in the CIP project sheet attached as Exhibit A to this Agreement. The program is identified on said exhibits as Project 4043, the Three Oaks Parkway South Extension, an arterial road from the intersection of Imperial Street and East Terry Street to the northern municipal corporate boundary.
2. The COUNTY and the CITY agree to address access issues with regard to the Three Oaks Parkway South Extension pursuant to the following process:
  - A) The COUNTY and the CITY agree that the COUNTY will adopt an Access Management Plan by COUNTY Resolution for the Three Oaks Parkway South Extension, to be developed as part of the design phase of this project. The Access Management Plan will identify access points only for adjacent properties and connections of adjacent streets. Median openings may be identified in the design plans for the project, but these will be operational features subject to COUNTY design and are not part of the Access Management Plan. The CITY will provide comments to the Access Management Plan as part of its review of the design plans as outlined in subsection 5. The CITY will also provide comments to the Access Management Plan subsequent to the construction of the road and prior to the adoption of the COUNTY Resolution for the Access Management Plan.
  - B) The COUNTY and the CITY recognize that any new additions to, or relocations of, access points or connections to Three Oaks Parkway South are of great importance to both governments. As the result, the COUNTY will only consider applications for new additions to, or relocations of, access points or connections to Three Oaks Parkway South, after such applications have been first reviewed by the CITY in public session, and the CITY has made a recommendation to the COUNTY of either approval or disapproval. The COUNTY will give great weight to the CITY'S recommendations, but reserves its right to make all final determinations with respect to such applications for either additional or revised access points or connections.
  - C) The COUNTY, as part of its due diligence pursuant to the Access Management Plan, may require any applicants requesting new or relocated access points to Three Oaks Parkway South, to submit additional detailed traffic and operational analyses, as may be determined and requested by the Director of the Lee County Department of Transportation, from time to time.

3. COUNTY and CITY agree that the design cross-section of the project shall reflect a four-lane divided arterial with core level landscaping and sidewalks. The CITY may request additional design characteristics, to include enhanced landscaping, during the design review process, subject to a commitment of funding by the CITY for such additions or enhancements.
4. COUNTY and CITY agree that during the design process, the preliminary arterial cross-section and alignment should take into consideration the acquisition of whole properties, where practical, for the purposes of:
  - A) Maximizing the buffer for remaining residential properties;
  - B) Maximizing the median width;
  - C) Incorporating on-site water management;
  - D) Maximizing potential for future landscaping techniques;
  - E) Limiting access points where feasible; and,
  - F) Incorporating, where applicable, the design for connection at East Terry and Imperial Streets.
5. COUNTY'S design consultant will prepare, at COUNTY'S sole expense, the design and plans for the project, and will furnish to CITY at various stages of completion (30%, 60%, 90% and complete) for review and comment, a complete duplicate set of plans on reduced size sheets (11" x 17"). Final project plans shall be complete in every detail and will include a "Summary of Quantities" sheet and construction cost estimate. It will be the responsibility of COUNTY to coordinate with the CITY the development of the project plans and specifications between COUNTY'S and CITY'S staff and consultants.
6. COUNTY will undertake all right-of-way negotiations and acquisition. All land acquisition proposals will be provided to the City Manager for review and sign-off prior to any proposal being approved by the Board of County Commissioners.
7. All of the work on the JOINT PROJECT shall be performed according to the plans and specifications of the COUNTY, which plans and specifications are, by reference hereto, incorporated herein and made a part hereof, in their entirety.
8. CITY agrees that it will, upon execution of this updated Agreement and request by the COUNTY, furnish to COUNTY the funds specified by fiscal year on the attached CIP request sheet. All payments due through FY 04/05 have been paid by the CITY, and the CITY will not provide any additional funding beyond the \$1,407,000 committed for FY 05/06 that might be necessary due to project delays or higher-than-anticipated bid prices unless otherwise agreed to by amendment of this agreement. ~~an interest-bearing escrow account in COUNTY'S name in the amount of CITY'S costs to perform the project, as follows:~~

- ~~A) The escrow account shall be established at the start of each fiscal year as set forth in the CIP project sheet attached as Exhibit A to this Agreement and as specified below.~~
- ~~B) The CITY will establish by no later than October 1, 2003 its portion of the proposed costs for the COUNTY to acquire the right of way in FY 2003-04 for the proposed project under the approved plans and specifications, and by no later than October 30, 2004, to cover 110% of the proposed bid costs of COUNTY'S Contractor to construct the project in FY 2005-06, including mitigation, construction engineering and inspection (CEI) and project management. The amount of 110% shall represent the actual expected expenses (100%), plus the additional 10% as a contingency amount to cover any unexpected costs or changes.~~
- ~~C) The contingency amount shall be used only with the expressed written approval of CITY. This account shall be available to the LEE COUNTY CLERK to draw against for the COUNTY'S Consultant's or Contractor's invoice for monthly progress payments. COUNTY will provide the CITY with copies of the monthly progress payments and invoices for its own internal files.~~
- ~~D) When the project is complete, CITY shall be entitled to the return of any funds remaining in the account plus any interest earned on that sum.~~
- ~~E) If it appears that during the course of construction, the amount of funds in the above escrow account will be insufficient to cover the remaining costs, CITY will, at COUNTY'S written request, provide the necessary additional funds for the account within thirty (30) days of said written notification.~~
9. COUNTY shall bid all "Work" using its customary forms and procedures, and shall coordinate with CITY for selection of the Contractor. The coordination of construction activities for the project with that of the Contractor, their subcontractors, other utility relocation contractors associated with this project and/or other COUNTY contractors and other utilities and/or their contractors will be the responsibility of COUNTY, and CITY shall cooperate fully in this coordination. CITY will waive the costs of obtaining any development orders and/or permits required by the COUNTY for the construction of the road. All information required for Change Orders or Supplemental Agreements pertaining to CITY'S project or otherwise related to subject matter of this Agreement shall be promptly furnished to CITY by COUNTY, upon the reasonable request of CITY. The COUNTY acknowledges the importance of the Three Oaks Parkway South Extension, which is why it has proceeded with due diligence to complete the design, permitting and right-of-way

acquisition phases in a timely manner. The project is expected to be bid for construction in December, 2005, with bid award anticipated in Spring, 2006 and construction completion anticipated within 18 months of notice to proceed.

10. COUNTY will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications hereinabove referred to, and shall let all contracts for said project. All bids for said project shall be taken into consideration in the award of bid for the construction of the project and CITY shall have the right to reject any bids for the project with just cause, which shall include, but not be specifically limited to: responsibility of a vendor or an "unbalanced bid" to the detriment of CITY. For purposes of this Agreement, an "unbalanced bid" shall include: excessive unit pricing or other unfair pricing for materials or labor.
11. Upon completion of the work, COUNTY shall, at the earliest date practicable, furnish CITY with two (2) copies of its final and complete billing of all costs incurred in conjunction with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the project; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts bill can be audited. Sufficient reference shall be made in the billing to COUNTY records, accounts or other relevant documents. All cost records and accounts shall be subject to audit by duly authorized representative(s) of either COUNTY or CITY, at their election.
12. The COUNTY was successful in getting the Three Oaks Parkway South Extension project ranked as the #1 joint regional priority for FY 05/06 Transportation Regional Incentive Grant (TRIP) funds by the Lee and Collier MPOs, and the Florida Department of Transportation (FDOT) has recognized the regional significance of the road and announced its intention to award the \$10.2 million requested, subject to execution of a funding agreement. Such funds are provided as an after-the fact reimbursement. Upon receipt of any reimbursement funds from FDOT under the TRIP program, the COUNTY agrees to reimburse the CITY a percentage of the funds, based on the ratio of CITY funding to the overall project budget. Based on the funds provided to date and the anticipated \$1,407,000 to be paid in FY 05/06, the CITY's total contribution is \$13,942,000. Assuming the overall project cost remains \$41,597,805, the CITY's share would be 33.52% of the reimbursement funds. The actual percentage will be determined based on the final actual overall costs of the Three Oaks Parkway Extension South project.
4213. After construction of the Three Oaks Parkway South Extension is complete and the road is constructed in accordance with the requirements of the

COUNTY, the COUNTY will retain jurisdictional responsibility and be ultimately responsible for maintenance of the roadway. The COUNTY will give the CITY one full set of the "As-Built Record Drawings".

4314. In conjunction with Paragraph 3. herein, the CITY agrees to pay its proportionate share of all costs associated with the CITY'S requests for additional design characteristics and/or enhanced landscaping, to include its proportionate share of the costs for maintaining same once installed.
4415. Prior to any future widening of the Three Oaks Parkway South Extension within the CITY limits, the COUNTY will seek input from the CITY on any potential issues of concern. A written explanation of how the identified issues were or will be addressed must be submitted to the City Council prior to Board acceptance of the final alignment and/or proceeding beyond the 30% design stage.
4516. Neither Lee County nor the City of Bonita Springs will be responsible for any claims, liabilities, lawsuits, or causes of action arising out of the other Party, its contractors, agents, or representatives. This Agreement is supplemental to the Master Transportation System Agreement referenced above. However, this Agreement constitutes the entire understanding between the Parties, and other than the Master Transportation System Agreement, any previous Agreements on the subject matter of this Agreement, whether written or oral, is superceded by this Agreement to the extent of any conflict.
4617. This Agreement may be amended only by the concurrence of both Parties and executed with the same formalities as this original Agreement.
4718. All of the remaining terms in the Master Transportation System Agreement dated September 19, 2000, as may be amended or updated, remain as written and in full force and effect.
19. At the request of the CITY, the Three Oaks Parkway South Extension from the intersection of Imperial Street and East Terry Street to the northern municipal corporate boundary will be named "Imperial Parkway" by the COUNTY.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers and their official seals affixed hereto, on the day and year as first written above.

ATTEST:

CITY OF BONITA SPRINGS

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

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

APPROVED AS TO FORM:

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

ATTEST: CHARLIE GREEN  
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Chairwoman

APPROVED AS TO FORM:

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



**CIP REQUEST FORM - FY 05/06 - 09/10**

PROJECT NAME <b>Three Oaks Pkwy Ext South</b>	NEW PROJECT EXISTING PROJECT	CAPITAL TYPE PROJECT MAINTENANCE TYPE PROJECT
PROJECT NUMBER 204043	X	X
REQUESTING DEPT. Transportation	COMMISSION DIST. 3	DATE ADOPTED: 9/22/2005
MANAGING DEPT. Transportation		

**PROJECT DESCRIPTION:**  
Four lane arterial extension, 4.15 miles.

**PROJECT LOCATION:**  
Bonita Springs, from East Terry Street to The Brooks

**JUSTIFICATION FOR THE PROJECT:**

If mandated, indicate under what authority: \_\_\_\_\_ FL Stat. #: \_\_\_\_\_ Lee Plan: \_\_\_\_\_ Co Ord #: \_\_\_\_\_ Admin Code: \_\_\_\_\_ Other: \_\_\_\_\_

ESTIMATED PROJECT COST PREPARED BY: Johnson Eng.	ACTUAL PRIOR	FY 04/05 BUDGET	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10	5 YEAR TOTAL	YEARS 6-10	PROJECT TOTAL
LAND	6,396,991	10,614,009						0		17,011,000
PROFESSIONAL SERVICES	1,884,807	178,998						0		2,063,805
CONSTRUCTION	2,270,863	7,004,137	12,200,000					12,200,000		21,475,000
PROJECT MGMT.	372,795	662,205						0		1,035,000
MITIGATION		2,800,000						0		2,800,000
LANDSCAPING				997,000				997,000		997,000
<b>TOTAL</b>	<b>10,925,456</b>	<b>21,259,349</b>	<b>12,200,000</b>	<b>997,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13,197,000</b>	<b>0</b>	<b>45,381,805</b>

**CIP FUNDING SOURCES AND AMOUNTS:**

	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10
City Funds	1,407,000				
Impact Fees (8)	10,000				
Impact Fees (24)	10,783,000				
Gas Taxes					
Ad Valorem		997,000			

**CONTACT PERSON:**  
Nicole Maxey, Project Manager  
**PHONE NUMBER:** 479-8569

**OPERATING IMPACT:**

(Complete the details on the back of the form)

	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10
START UP	N/A	N/A	N/A	N/A	N/A
RECURRING (Ops)	N/A	126,648	126,648	126,648	126,648
(Traffic)	N/A	6,000	6,180	6,550	6,950
<b>TOTAL</b>	<b>0</b>	<b>132,648</b>	<b>132,828</b>	<b>133,198</b>	<b>133,598</b>

**COMMENTS:**  
\$3.784 million of prior year expenditures related to Old 41 widening (E. Terry St. to Rosemary St.) and alignment study for Three Oaks South corridor. Added \$7,000,000 to ROW phase and \$5,200,000 to CST phase, moved CST phase back to FY 05/06 to balance. Subject to Master Transportation System Agreement and Joint Supplemental Interlocal Agreement with City of Bonita Springs. County to receive \$10.2 million reimbursement from State under TRIP program

**CIP PROJEC**

OPERATING IMPACT DETAIL: PROJECT NAME: Three Oaks Pkwy Ext South Project #: 204043

PROPOSED FUNDING SOURCE(S): \$  
 Transportation Trust Fund \$ All

**START UP**

OBJ CODE	DESCRIPTION	AMOUNT

START UP COSTS: TOTAL \$0

**RECURRING COSTS**

PERSONNEL SERVICES:

JOB TITLE	SALARY/ BENEFIT	REQUIRED FTE's	TOTAL COSTS	ADD'L FTE'S REQ	NEW COSTS
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
<b>TOTAL</b>		<b>0.000</b>	<b>\$0</b>	<b>0.000</b>	<b>\$0</b>

OPERATING EXPENSES:

OBJ CODE	DESCRIPTION	AMOUNT

OPERATING RECURRING COSTS: TOTAL \$0 (AC)

Analyst to complete section, if requesting 30100 funds

AGREE DISAGREE ISSUE (AD)

MANAGEMENT & BUDGET ANALYST

DATE

DEPARTMENT DIRECTOR

DATE