

1. Discussion Objective:

Work Session Date: January 18, 2011

Review of Discussion Items for the upcoming Joint BOCC/Town Council meeting scheduled for January 25th.

2. Submitter of Information:

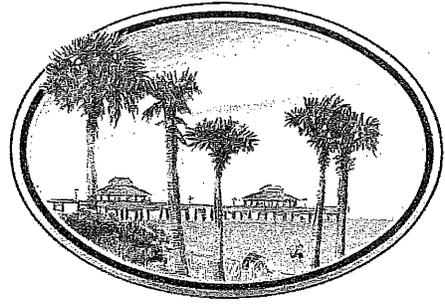
- Council
- Town Staff
- Town Attorney

3. Estimated Time for this item: 50 minutes

5. Background:

- A. The Town Council previously met in Work Session to decide upon items to be placed upon the agenda for the Joint BOCC/Town Council meeting on January 25th.
- B. After selection of those discussion items, Council charged staff with the responsibility to work with various Council Members and assist them in preparing necessary information and supporting documents.
- C. Those discussion items and supporting materials are on this agenda for final review by Council.
 - a. Estero Boulevard – Short term (Council Member List) and long term (Council Member Babcock) projects.
 - b. Public Transportation (Council Member Raymond)
 - c. Transfer of county owned properties to the City (Council Member Mandel)

| Town Manager | Town Attorney | Finance Director | Public Works Director | Community Development Director | Cultural Resources Director | Town Clerk |
|--------------|---------------|------------------|-----------------------|--------------------------------|-----------------------------|------------|
| TS | | | | | | |



MEMO

DATE: January 7, 2011

TO: Terry Stewart, Town Manager

FROM: Cathie Lewis, Public Works Director

SUBJECT:

The following is the information requested resulting from the January 3, 2011 Town Council workshop in preparation of the joint County Commission meeting being scheduled.

Below is the information associated with Lee County's paving projects for FY 11 and the evaluation and ranking criteria that is used to prioritize road projects locally, State wide and Nationally.

- Repaving is broken down into three categories – Local Roads in Lehigh Acres, Local Roads other than Lehigh Acres, and Arterial/Collector Roads. It is my understanding that each of these categories average \$1.0 million per year for a total of approximately \$3 million. To date the Local Road Lehigh contracts have been awarded and the County wide bids are scheduled to be open this week. The arterial/collector roads will be put out to bid once the other work is decided on. *Of note, I was informed that the County has scheduled to complete the repaving on Estero Blvd. this coming summer.*
- I spoke with Paul Wingard, LDOT Interim Director, regarding the other questions and received the following information.
 - The criteria used to evaluate roadway construction or improvement is primarily based on capacity – how to improve traffic flow and reduce delays from point A to B which includes increasing travel lanes, turn lanes and traffic signals. Drainage and other infrastructure are rarely considered in this evaluation.
 - The MPO is the agency that provides the ranking and makes the final decision on scheduling projects. Of course these decisions are assisted by the ancillary agencies providing the MPO with information.

Estero Blvd. does not have the ability for an increase in capacity without another access route to and from the island. Some capacity may be gained through acquisition of right-of-way but without the transition to and from the island being modified the improvements are limited.

It may serve the Town well to take an approach regarding Estero Blvd. similar to the approach taken on North Estero and the recent discussion with Doug Meurer. Instead

of the "project" being pursued as a road project, consider it as a "Complete Street" project that includes pedestrian, bicycle, public transportation, ADA provisions, streetscape (which may include stormwater components), and other public utility provisions. Using this approach it may lessen some of the standard rating criteria as well as provide outside funding for various components of the project to help offset the local capital outlay.

Attached is a preliminary construction/cost schedule for Estero Blvd. I prepared this based on the start once all commitments are in place. You will note that it is a rather aggressive schedule but one that I estimate is realistic. It does mean that construction of each segment overlaps which will provide for utility work, other than stormwater to proceed in advance of the major reconstruction activities. You will also note that I provided lengthier planning and design periods in the early phases. This is due in part to the time lapse from the initial preliminary design work and that the first segment that I identify was not included in this initial work.

In the initial work that has been performed to date, this area was not included because of the pending redevelopment plans so the first segment began approximately at the Lani Kai location. In light of recent activity associated at the Seafarers property I decided to include it as the first segment of the project. By doing this, each segment is changed a bit from the "1 mile" segments originally identified.

Of course each segment can be stand alone or placed in another order for completion. I followed the order, moving from North to South, which was determined by Town Council when the Phase I component moved forward.

Please keep in mind that this is a thumbnail sketch of the cost estimate and time line. I based it on the best information available within the time period given. I did not obtain the cost estimates from engineers or contractors, but based the cost and schedule on recent projects that I am familiar with.

Attachment

pc: file

Michelle Mayher

From: Terry Stewart
Sent: Tuesday, January 11, 2011 4:09 PM
To: Michelle Mayher
Cc: Tom Babcock
Subject: FW:
Attachments: Estero Blvd CIP Proposal.xls

Michelle,

Please print and include with the information for council on this item.

Best regards,
Terry

From: Tom Babcock
Sent: Tuesday, January 11, 2011 11:58 AM
To: Terry Stewart
Cc: Cathie Lewis; Evelyn Wicks
Subject:

Terry et al,

Attached is a proposed spreadsheet that could be added to the memo and gantt chart provided by Cathie Lewis for discussion with Town Council on January 18th in preparation for the joint meeting with the BoCC.

When the spreadsheet is filled in I would like to provide data on the cost of the North Estero Blvd "Complete Street" project with a calculated cost per mile. If it can be broken down into reasonable sub-categories, that would be great, but not essential. This information could be useful in explaining that the cost per mile for the remaining Estero Blvd "Complete Street" project is being estimated to be greater than North Estero because the issues such as storm water management, ROW issues and traffic control during construction are likely more complex. Furthermore, improvements for the roadway in the downtown area have been added to the project since the original project proposal. However, the total project cost is likely much less than the original estimate. The proposed CIP Schedule in the spreadsheet needs to be evaluated for accuracy, but my intent is to have Town Council provide a concrete proposal of a timeline and cost for the BoCC to consider.

The North Estero project funding sources data will show the monies that came from the Town water utility as well as grants to support the storm water upgrades helped fund this project besides gas tax and impact fees. The County's capital outlay for the County owned Estero Blvd "Complete Street" project will be reduced by similar funding sources.

As suggested by Cathie, Town Council should challenge the weighting of the criteria used to prioritize the Estero Blvd project based on a "Complete Street" approach.

The arguments could be:

- There is no road in Lee County that is more constrained during peak tourist season than Estero Blvd. Although capacity likely cannot be increased to eliminate all constraints, improvements can be made. Opportunities include trolley pull-offs, turning lanes, improved crosswalks, wider sidewalks and bike lanes that could be used as well for possible innovative "people movers."

- Since Estero Blvd is a key evacuation route, improvements in storm water management not only result in environmental improvements for waters that are critical to the local economy, but make the road passable during extreme weather events.
- Since Estero Blvd is used to access one of the County's key tourist attractions, beautification of the road becomes an asset that will help attract visitors to southwest Florida.
- Others?

Bottom Line: Increasing the priority of the Estero Blvd project should be based on the benefits of a "Complete Street" approach rather than just capacity improvements.

Thanks for all your help. Tom

Tom Babcock, Councilman, Town of Fort Myers Beach

Please Note: Florida has a very broad public records law. Most written communications to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and your email address may be subject to public disclosure.

Proposed Estero Blvd Road Project - Transportation Capital Improvement Program

North Estero Blvd "Complete Street" Project Cost and Funding:
 Water Utility Replacement
 Storm Water Upgrades
 Other Utility Upgrades
 Sidewalks, Bike Paths, Trolley Pull-offs, Road Surface and Landscaping

Total

North Estero Blvd "Complete Street" Funding Sources:

Transfers from Water Utility
 Grant from Water Management District
 Grant from FEMA
 Gas Tax
 Impact Fees

Funding

Total

Proposed CIP Schedule for Estero Blvd Road Project:

Short-Term Projects

| | | | |
|----------|--------------------------------|---------------------|---------------------|
| When | FY 09 - 10 | 2010/11 | 2011/12 |
| How Much | \$1.9 M | \$1.4M | \$1.4M |
| What | Short-Term Projects, ROW Study | Short-Term Projects | Short-Term Projects |
| Status | Completed | Planned and Funded | Promised |

Complete Street Project

| | | | |
|--|----------|------------|----------------|
| | 2012/13 | 2013/14 | 2014/15 |
| | \$2.5M | \$5.0M | \$7.0M |
| | Phase I | Phase I/II | Phase I/II/III |
| | Proposed | Proposed | Proposed |

| | | | | | | |
|----------|-----------------|-------------------|---------------|---------------|------------|----------|
| When | 2015/16 | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 |
| How Much | \$7.0M | \$7.0M | \$7.0M | \$7.0M | \$7.0M | \$2.5M |
| What | Phase II/III/IV | Phase III/IV/V/VI | Phase IV/V/VI | Phase V/VI/VI | Phase V/VI | Phase VI |
| Status | Proposed | Proposed | Proposed | Proposed | Proposed | Proposed |

**INTERLOCAL AGREEMENT PROVIDING TRANSIT SERVICE
BY AND BETWEEN LEE COUNTY, FLORIDA AND
THE CITY OF BONITA SPRINGS, FLORIDA**

THIS INTERLOCAL AGREEMENT is made and entered into this day of September 28, 2010, by and between **LEE COUNTY**, a political

subdivision and charter county of the State of Florida, hereinafter referred to as County, acting by and through its Board of County Commissioners, the governing body thereof, and the **City of Bonita Springs**, a municipal corporation of the State of Florida, hereinafter referred to as City, acting by and through its City Council, the governing body thereof; collectively the Parties hereto.

RECITALS:

WHEREAS, both the County and City are duly empowered pursuant to Florida Statutes, in particular, Section 163.01, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the City desires transit service to provide transportation opportunities, reduce its traffic congestion and increase the availability for means of transportation other than by motor car; and,

WHEREAS, transit service provides an alternative mode of transportation to the city; and is an important step towards solving the traffic congestion problems in the City; and,

WHEREAS, the County and City are working in partnership to ensure the successful transit service to the City; and,

WHEREAS, the County and City find that entering into this Interlocal Agreement serves a public purpose and is to the benefit of the public.

NOW, THEREFORE, in consideration of the above recitations and the mutual covenants herein set forth, the Parties hereto mutually agree as follows:

SECTION ONE: PURPOSE

The purpose and intent of this Interlocal Agreement is to define the terms and ~~conditions by which the Parties will provide a program for transit service to the citizens of~~ Bonita Springs.

The Parties agree that the above named County and City will enter into this Interlocal Agreement. This Interlocal Agreement shall be binding only upon the Parties that execute this Interlocal Agreement. No Party that executes this Interlocal Agreement shall be bound by its terms to any third party who has not entered into this Interlocal Agreement.

SECTION TWO: OPERATION, ROUTES AND FARES

- A. County will provide vehicles suitable for mass transit service. The City will provide suitable locations for the placement of bus stops within the City.
- B. It is the intent that all services under this Agreement shall be provided solely by the County. If deemed necessary, the County may use subcontractors to provide these services under this agreement, and will notify the City if County owned vehicles and/or personnel are unavailable to provide the services specified in this agreement.
- C. The County will control the existing Route 150, as identified on Exhibit A and attached hereto. The route will operate from approximately 6:00 a.m. to 6:15 p.m. Monday through Saturday, excluding New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The

route connects on every trip to Route 140 at Coconut Point Mall. Route 140 is the backbone of the LeeTran system and offers connections to the rest of the County throughout the day.

- D. The County is proposing a change to the Bonita Springs Route, and the addition of a North /South Route, as identified in Exhibit B and attached

hereto. The proposed change may occur during the term of this agreement. If the proposed changes take place the level of funding from the City of Bonita Springs will remain the same.

- E. If implemented, the County will control the two proposed routes as identified on Exhibit B and attached hereto. The North South Route from Lee County to Collier County will operate from approximately 5:30 a.m. to 6:50 p.m. seven days per week, excluding New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Service is provided every 90 minutes on US 41 from Coconut Point Mall in Bonita Springs to Old 41 to Bonita Beach Road to US 41 South to Immokalee Road in Naples. The route connects on every trip to Route 140 at Coconut Point Mall. Route 140 is the backbone of the LeeTran system and offers connections to the rest of the County throughout the day.

- F. If implemented, the East West Route as identified on Exhibit B and attached hereto will operate from approximately 6:25 a.m. to 6:20 p.m. seven days per week, excluding New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Service will be provided every

90 minutes from Lovers Key South using Hickory Boulevard to Bonita Beach Road to US 41 to Terry Street to Old 41 to Dean Street to Imperial Parkway to Bonita Beach Road to Bonita Grand Drive. Service will be enhanced on the East West Route during season to provide later evening service from 6:20 p.m. to approximately 8:30 p.m.

- G. The County will utilize the system wide fare structure on these routes.
- H. The County will provide door to door ADA Paratransit service within $\frac{3}{4}$ of a mile of the fixed route bus service within Lee County.

SECTION THREE: PROMOTION OF TRANSIT SERVICES

- A. County shall provide printed schedules for distribution to the media and public at locations throughout the County and the City for the purpose of actively promoting use of the transit service.
- B. Selling of advertising on the buses shall be the right and responsibility of the County (Lee Tran) and any advertising revenues shall accrue to the County (Lee Tran).

SECTION FOUR: COST OF SERVICE; FUNDING SOURCE

- A. The amount of the subsidy for the term of this Agreement will be \$171,306 and will be billed quarterly to the City in advance of service, commencing on October 1, 2010, and due within thirty (30) days. Cost breakdown is attached hereto and marked Exhibit A or Exhibit B, as cost remains the same for either service.

- B. In the event the County has a major service interruption, the service cost will be reduced by the number of hours service was unavailable times the hourly service rate specified in Exhibit A and B.
- C. City hereby warrants that it will use a legally available funding source to pay for the additional transit services. Should a court of competent jurisdiction determine that any payment was not properly appropriated; City shall reimburse and repay the County.

SECTION FIVE: MONITORING, AUDIT

- A. County personnel will monitor, inspect, evaluate and direct the transit operations as necessary for a successful project.
- B. All cost records and accounts shall be subject to audit by representative(s) of either the City or County, at their election, during normal work hours and upon reasonable notice. Said records and accounts shall be made available at the respective Party's offices at a location in Lee County, Florida.

SECTION SIX: MODIFICATIONS, DISPUTE RESOLUTION AND TERMINATION

- A. All modifications to Interlocal Agreement hereto must be in writing signed by both Parties with the same formality as that contained herein.
- B. Any disputes arising from this Agreement which can not be resolved by the Parties may be settled through arbitration of the disputed matters by following the procedures as set forth in Section 44.104, Florida Statutes, or the Parties may utilize any other legal remedies available to either Party with

respect to the disputed matters.

- C. Either Party may terminate this Agreement for any reason by giving the non-terminating party ninety (90) days written notice of its cancellation.

SECTION SEVEN: LIABILITY AND INSURANCE

- A. Parties agree that by execution of the Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Section 768.28, Florida Statutes, as may be revised or amended from time to time.
- B. County shall furnish insurance coverage in an amount not less than one million dollars (\$1,000,000).

SECTION EIGHT: NOTICES

All notices to the City and the County under this Interlocal Agreement must be in writing and delivered by certified mail, return receipt requested, or by deposit within Federal Express or other nationally recognized carriers and shall be directed to the following address:

For the City: City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

For the County: Transit Director
Lee Tran
6035 Landing View Road
Fort Myers, Florida 33908

SECTION NINE: EFFECTIVE DATE AND PERIOD OF AGREEMENT

This Interlocal Agreement shall commence on October 1, 2010, through September 30, 2011. If said execution of Interlocal Agreement occurs after October 1, 2010, it shall become retroactive with all terms and conditions having the effective date of October 1, 2010.

SECTION TEN: 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.

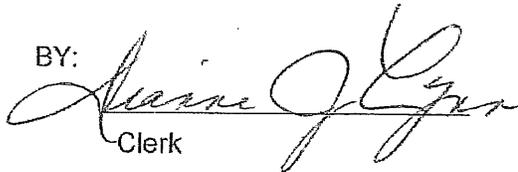
SECTION ELEVEN: FILING

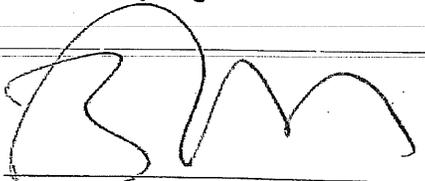
This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City of Bonita Springs.

IN WITNESS WHEREOF, the PARTIES hereto, have caused this Interlocal Agreement to be executed on the day and year first above written.

ATTEST: CLERK, City of Bonita Springs

City of Bonita Springs

BY: 
Clerk

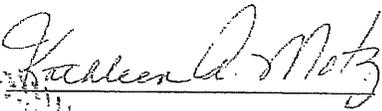
BY: 
Mayor

APPROVED AS TO FORM:

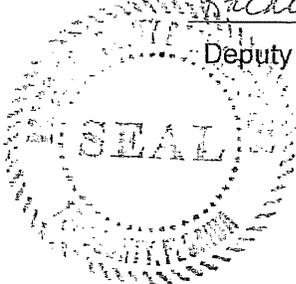
BY: 
City Attorney

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY
COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
Deputy Clerk

BY: 
Chair



APPROVED AS TO FORM:

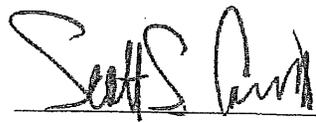
BY: 
Office of the County Attorney

Exhibit A

| FY11 Bonita Springs Fixed Route Bus Service | | | | | |
|----------------------------------------------------|--------------------|------------------|-------|-----------|----------------|
| Monday thru Saturday Service | | | | | |
| | Operating Hours | Cost Per Hour | *Days | | Total Cost |
| October 1, 2010 thru September 30, 2011 | 13.42 | \$ 104.92 | 307 | \$ | 432,264 |
| US 41 Hours | 2.25 | \$ 104.92 | 307 | \$ | 72,473 |
| Shared Project Cost | 11.17 | \$ 104.92 | 307 | \$ | 359,791 |
| Bonita's Cost (50% of 11.17 hours) | 5.59 | \$ 104.92 | 307 | \$ | 179,895 |
| Credit for Fares | | | | \$ | (8,590) |
| Total Bonita Cost | | | | \$ | 171,306 |
| LeeTran's Cost | 7.84 | \$ 104.92 | 307 | \$ | 252,369 |
| Credit for Fares | | | | \$ | (12,048) |
| Total County Cost | | | | \$ | 240,321 |
| Total Cost City of Bonita Springs | | | | \$ | 171,306 |
| Total Cost Lee County Transit | | | | \$ | 240,321 |
| | 13.42 | | | | |

*Mon thru Sat excluding New Years, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas

Exhibit B

| FY11 Lee/Collier Counties Fixed Route Bus North-South Service | | | | | | |
|----------------------------------------------------------------------|--------------------|------------------|-------|---------------------------|--------------------|-------------------|
| Sunday thru Saturday Service | | | | | | |
| Oct 1, 2010 Sept 30, 2011 | Operating Hours | Cost Per Hour | *Days | Daily Revenue Miles | Farebox Credit | Total Cost |
| Collier | 4.09 | \$ 104.92 | 359 | 72.27 | \$ (6,420) | \$ 147,635 |
| Bonita | 8.64 | \$ 104.92 | 359 | 152.67 | \$ (13,564) | \$ 311,873 |
| Lee County | 1.73 | \$ 104.92 | 359 | 30.57 | \$ (2,715) | \$ 62,448 |
| | 14.46 | | | 255.51 | \$ (22,700) | \$ 521,955 |
| FDOT | | | | | | \$ 260,978 |
| Collier County | | | | | | \$ 73,818 |
| Bonita Springs | | | | | | \$ 77,968 |
| Lee County Service | | | | | | \$ 109,192 |
| Total | | | | | | \$ 521,955 |

*Sun thru Sat Service excluding 6 holidays (NY, Mem Day, July 4, Labor Day, Thanksgiving & Xmas)
 Service every 90 min from Coconut Pt Mall to Old 41 to Bonita Bch Rd to US 41 to Immokalee Rd
 (Creekside Business Park) from 5:34 a.m. to 6:52 p.m. Includes travel time of 40 minutes.

| FY11 Bonita Springs Fixed Route Trolley Bus East- West Service | | | | |
|-----------------------------------------------------------------------------------------------|--------------------|------------------|-------|-------------------|
| Sunday thru Saturday Service w/extended seasonal hours | | | | |
| Oct 1-Jan 12 and April 21-Sept 30, 2011 Jan 13- April 20, 2011 (extend evening serv) | Operating Hours | Cost Per Hour | *Days | Total Cost |
| | 13.25 | \$ 104.92 | 261 | \$ 362,840 |
| | 16.25 | \$ 104.92 | 98 | \$ 167,085 |
| Credit for Fares | | | | \$ (22,638) |
| Total | | | | \$ 507,287 |
| FDOT | | | | \$ 253,643 |
| Bonita Springs | | | | \$ 126,822 |
| Lee County | | | | \$ 126,822 |
| Total | | | | \$ 507,287 |

*Sun thru Sat Service excluding 6 holidays (NY, Mem Day, July 4, Labor Day, Thanksgiving & Xmas)
 Service every 90 min from Lovers Key S using Hickory Blvd. to Bonita Bch Rd to US 41 to Terry St
 to Dean St to Imperial Pkwy to Bonita Bch Rd to Bonita Grande Drive from 6:25 am - 6:20 pm
 (8:30 during season) Includes 40 min travel time.

| | |
|----------------------------------|---------------------|
| Total Annual Project Cost | \$ 1,029,242 |
| FDOT Participation | \$ 388,743 |
| Collier Participation | \$ 73,818 |
| Bonita Participation | \$ 171,306 |
| Lee County Participation | \$ 395,376 |
| Grand Total | \$ 1,029,242 |

Public Transportation Discussion (Trolleys)

- ❖ **Responsibility** – Public Transportation through Mass Transit is the responsibility of Lee County and is not the responsibility of either the Town of Fort Myers Beach (TFMB) or other individual municipalities.
- ❖ **Service Demand and Core Services** – The types of services defined as Core Services and the corresponding levels of those services are determined in large part by the existing demand for such services.
 - The increase in demand for services generated during the tourist season is not the result of some individual special event created or sponsored by the Town of Fort Myers Beach.
 - The Town has recognized that special events sponsored by the Town during holidays and other instances may not fall under a Core Service concept and has offset the cost of such service for years and has agreed to do so for this year.
 - The increased demand during tourist season is not generated by the Town's 6,973 resident, but is the result of tourist related activity.
 - That activity within the Town and on the Town's beaches comes from persons who may be lodging or temporarily residing almost anywhere in Lee County.
 - This tourism activity is one that is seen by Lee County and specifically the Lee Board of County Commissioners (BOCC) as vitally important to the economic health of our county. Witness the creation and operations of the Tourist Development Council, which collects and expends significant revenues to promote and support the tourism industry.
 - The point here is that the increase in demand during the tourist season is promoted, supported and driven by County policy and actions.
- ❖ **Prior Participation by TFMB** – It is acknowledged that the TFMB has provided revenues for trolley transportation services for many years.
 - The Town's financial participation in prior years has in no way canceled Lee County's obligation and responsibility to provide transportation services with the TFMB, including the increased levels required during the tourist season.
 - In prior years The Town has strongly objected to Lee County's demand for payment in order for it to meet its transportation obligations. In fact, the County withheld those needed services and did not fulfill its public obligation until the Town paid up. In essence, the Town was coerced into payment for those services.

Public Transportation Discussion (Trolleys)

- ❖ **Cost** – The amount Lee County has charged in past years and proposed to charge for the required additional transportation services for the 2010-2011 fiscal year is significant. It drains a substantial portion of the Town's revenues. For this fiscal year it would have equaled about ten percent (10%) of the total ad valorem tax revenues the Town receives.
 - In relation to the County's revenues, the amount of dollars involved may seem insignificant. For the TFMB, however it is not. When coupled with the fact that it is for an expenditure that is not even a responsibility of the Town, the amount moves from the realm of significant to onerous.
 - **Fairness of Proposed Cost** – County Staff often speaks of a Full Cost Allocation policy it must follow when providing services to other units of local government. The general concept of that policy is reasonable and understandable. The problem arises in how the policy is applied.
 - The payment expected by the County for enhanced service during the 2011 tourist season is \$219,892 and provides for the addition of two trolleys.
 - If one looks at the County's current Inter-Local Agreement (ILA) for enhanced trolley service with Bonita Springs it will be found that this ILA calls for two additional bus routes for a full year. The cost for this enhanced service is \$171,306.
 - When one examines the proposed enhanced service ILA for the TFMB one finds that two trolleys will cost the TFMB \$219,892, yet this is for a service period of only four months duration as opposed to a full year of service for Bonita at \$171,306.
 - A review of the total cost of the trolley program in comparison to the proposed charge to be made to the TFMB further substantiates a disproportionate cost burden.
 - It is clear that the proposed charge to the TFMB is much higher than the actual incremental cost of the additional service. This raises the question of why would the County charge the Town for a service that is the County's responsibility and then inflate the charge over the actual cost?
 - It appears this has existed from the beginning of the enhanced service program and the town has been overcharged repeatedly.

Exhibit A

FY 11 - 5 Vehicle Beach Trolley w/fares

| Hourly Rate | 86.30 | | | | | | | | |
|-----------------------------------------------------------------------------------|-----------------------------------|-------------|---------------------------------|----------------|--------------------------|----------------|-------------|------------------|--|
| Fully Allocated Hly Rate | 104.92 | | | | | | | | |
| Dates | # of Core Level Vehicles on Route | *Core Hours | # of Enhanced Vehicles on Route | Enhanced Hours | Total Number of Vehicles | Number of Days | Hourly Rate | Enhanced Expense | |
| *Summerlin Square to Bonita Beach (10/01/10 - 11/21/1) and (4/21/11 thru 9/30/11) | 1 | 16.50 | 0 | 0 | 1 | 261 | \$ 104.92 | \$0 | |
| | 1 | 14.08 | 0 | 0 | 1 | 261 | \$ 86.30 | \$0 | |
| | <u>2</u> | | <u>0</u> | | <u>2</u> | | | | |
| Seasonal - Ft. Myers Beach 01/13/11 - 04/20/11 | 1 | 17.02 | 0 | 0 | 1 | 98 | \$ 104.92 | \$0 | |
| 01/13/11 - 04/20/11 | 2 | 27.57 | 2 | 26.00 | 4 | 98 | \$ 86.30 | \$219,892 | |
| | <u>3</u> | | <u>2</u> | | <u>5</u> | | | | |

Excluding three holidays:
 Labor Day, Thanksgiving Day,
 Christmas Day

Enhanced Expense for Beach Trolley 100% Town \$219,892

FY08 \$236,541
 FY09 \$236,200
 FY10 \$233,950

FY11 Holiday Service 3 Vehicles w/fare (2 on the Beach and 1 Park and Ride)

| | | | | | | | | |
|-----------------------------|---|---|---|-------|---|---|-----------|-----------|
| New Years, Memorial, July 4 | 0 | 0 | 2 | 31.50 | 2 | 3 | \$ 104.92 | \$ 9,915 |
| 2 Beach Trolleys and | 0 | 0 | 1 | 16.00 | 1 | 3 | \$ 86.30 | \$ 4,142 |
| 1 Park and Ride | 0 | 0 | 3 | 47.50 | 3 | 3 | | \$ 14,057 |

Enhanced Expense for Holiday Service 100% Town \$ 14,057

Total Enhanced Expense \$233,950

* Proposed Base Budget

Fare Credit - \$30,000 Estimate

Operations

REGIONAL PARKS - TDC REIMBURSED

0104

LYNN HALL MEMORIAL PARK

Personnel Costs (includes all taxes and fringe benefits totaling 40%)

| JOB TITLE | Positions | Salary |
|--------------------------------|-----------|-----------------------------------|
| Manager Parks & Recreation | 0.01 | \$1,094.85 |
| Senior Supervisor, Parks & Rec | 0.23 | \$19,203.69 |
| Supervisor Parks & Rec | 0.29 | \$21,386.77 |
| P / R Maintenance Spec Sr | 1.55 | \$69,427.02 |
| Parks & Rec Maint Spec | 1.025 | \$32,823.44 |
| | 3.105 | |
| | | Total Salary: \$143,935.77 |

Operating Expenses

| | | |
|--------|------------------------------------------------|-------------|
| 501310 | PAY TEMP LABOR | \$688.35 |
| 501415 | OVERTIME 1.5 | \$1,945.16 |
| 502410 | WORKERS COMPENSATION | \$4,748.97 |
| 503450 | COUNTY DATA PROCESSING(IGS) | \$7,302.34 |
| 503490 | OTHER CONTRACTED SERVICES | \$474.70 |
| 504022 | IN-STATE TRAVEL | \$120.00 |
| 504030 | VEHICLE MAINTENANCE CHARGE(IGS) | \$5,331.72 |
| 504035 | FLEET MAINTENANCE REPAIR CHARGE - IGS VARIABLE | \$6,710.29 |
| 504110 | TELECOMMUNICATIONS | \$2,087.40 |
| 504111 | FREIGHT, POSTAGE AND COURIER SERVICES | \$131.73 |
| 504310 | ELECTRIC | \$8,771.85 |
| 504330 | WATER AND SEWER | \$18,795.67 |
| 504340 | TRASH, GARBAGE & SLUDGE REMOVAL | \$92.63 |
| 504450 | OTHER EQUIPMENT RENTAL | \$1,247.13 |
| 504510 | SELF-INSURANCE ASSESSMENT(IGS) | \$21,342.33 |
| 504615 | MAINTENANCE MATERIALS | \$1,682.36 |
| 504630 | EQUIPMENT MAINTENANCE | \$781.07 |
| 504635 | EQUIPMENT REPAIR PARTS | \$205.30 |
| 504663 | HORTICULTURAL | \$404.40 |
| 504690 | OTHER REPAIR & MAINTENANCE | \$3,353.12 |
| 504970 | LICENSE, PERMIT & APPLICATION FEES | \$503.50 |
| 505120 | GENERAL OFFICE SUPPLIES | \$3,419.39 |
| 505210 | FUEL & LUBRICANTS | \$149.44 |
| 505215 | INTERNAL FUEL & LUBRICANTS | \$395.82 |
| 505221 | MEDICAL SUPPLIES & DRUGS | \$162.30 |
| 505230 | CLOTHING & WEARING APPAREL | \$796.31 |
| 505240 | CHEMICALS,INSECTICIDE,FERTILIZER | \$529.87 |
| 505260 | JANITORIAL & OTHER MAINTENANCE SUPPLIES | \$7,555.70 |
| 505280 | MINOR EQUIPMENT | \$4,723.70 |
| 505290 | OTHER SUPPLIES | \$276.59 |
| 505340 | CEMENT & CONCRETE | \$54.99 |
| 505390 | OTHER ROAD MATERIALS | \$72.82 |
| 505410 | REFERENCE MATERIALS | \$263.40 |
| 506410 | FURNITURE & EQUIPMENT | \$1,000.00 |

Operating Costs: \$106,120.35

Total Project Cost: \$250,056.12

Revenues

| Parking Fees / Field Permits / Marina | Program Registration | Facility Rentals / Concessions | Special Prog / Special Events | User Fees | Agency Payments / Cons 20/20 / Donations / Grants / Misc / Other |
|---------------------------------------|----------------------|--------------------------------|-------------------------------|-----------|------------------------------------------------------------------|
| \$382,589.92 | \$0.00 | \$19,245.28 | \$283.02 | \$0.00 | \$0.00 |

Total Revenue \$402,118.23

Net Project Cost For: 0104 (\$152,062.10)

Operations

REGIONAL PARKS - TDC REIMBURSED

0111

BOWDITCH POINT REGIONAL PARK

Personnel Costs (includes all taxes and fringe benefits totaling 40%)

| JOB TITLE | Positions | Salary |
|--------------------------------|-----------|-----------------------------------|
| Manager Land Stewardship | 0.02 | \$2,233.50 |
| Manager Parks & Recreation | 0.01 | \$1,094.85 |
| Senior Supervisor, Parks & Rec | 0.29 | \$24,213.35 |
| Coordinator, Land Stewardship | 0.34 | \$23,733.21 |
| Supervisor Parks & Rec | 0.44 | \$30,752.87 |
| P / R Maintenance Spec Sr | 1.94 | \$86,780.59 |
| Parks & Rec Maint Spec | 1.275 | \$40,643.72 |
| | 4.315 | |
| | | Total Salary: \$209,452.09 |

Operating Expenses

| | | |
|--------|------------------------------------------------|-------------|
| 501310 | PAY TEMP LABOR | \$688.35 |
| 501415 | OVERTIME 1.5 | \$2,452.46 |
| 502410 | WORKERS COMPENSATION | \$6,599.61 |
| 503190 | OTHER PROFESSIONAL SERVICES | \$1,136.00 |
| 503450 | COUNTY DATA PROCESSING(IGS) | \$10,148.02 |
| 503490 | OTHER CONTRACTED SERVICES | \$496.04 |
| 504022 | IN-STATE TRAVEL | \$62.00 |
| 504030 | VEHICLE MAINTENANCE CHARGE(IGS) | \$2,858.32 |
| 504035 | FLEET MAINTENANCE REPAIR CHARGE - IGS VARIABLE | \$6,710.29 |
| 504110 | TELECOMMUNICATIONS | \$1,690.45 |
| 504111 | FREIGHT, POSTAGE AND COURIER SERVICES | \$113.08 |
| 504130 | INTERNAL TELEPHONE(IGS) | \$1,339.32 |
| 504135 | LONG DISTANCE - (IGS VARIABLE) | \$63.51 |
| 504310 | ELECTRIC | \$6,712.62 |
| 504330 | WATER AND SEWER | \$7,104.28 |
| 504340 | TRASH, GARBAGE & SLUDGE REMOVAL | \$23,500.39 |
| 504450 | OTHER EQUIPMENT RENTAL | \$652.94 |
| 504510 | SELF-INSURANCE ASSESSMENT(IGS) | \$29,659.31 |
| 504615 | MAINTENANCE MATERIALS | \$871.30 |
| 504630 | EQUIPMENT MAINTENANCE | \$1,166.13 |
| 504635 | EQUIPMENT REPAIR PARTS | \$3,535.22 |
| 504663 | HORTICULTURAL | \$323.37 |
| 504690 | OTHER REPAIR & MAINTENANCE | \$4,985.50 |
| 504710 | PRINTING, BINDING, COPYING (EXTERNAL) | \$172.68 |
| 505120 | GENERAL OFFICE SUPPLIES | \$1,547.05 |
| 505210 | FUEL & LUBRICANTS | \$172.22 |
| 505215 | INTERNAL FUEL & LUBRICANTS | \$395.82 |
| 505221 | MEDICAL SUPPLIES & DRUGS | \$162.30 |
| 505230 | CLOTHING & WEARING APPAREL | \$702.91 |
| 505240 | CHEMICALS, INSECTICIDE, FERTILIZER | \$921.76 |
| 505260 | JANITORIAL & OTHER MAINTENANCE SUPPLIES | \$8,433.35 |
| 505280 | MINOR EQUIPMENT | \$7,338.60 |
| 505290 | OTHER SUPPLIES | \$128.39 |
| 505340 | CEMENT & CONCRETE | \$32.54 |
| 505390 | OTHER ROAD MATERIALS | \$72.83 |
| 505431 | SEMINARS & TRAINING-REGISTRATION FEES | \$145.00 |
| 506410 | FURNITURE & EQUIPMENT | \$900.00 |

Operating Costs: \$133,993.96

Total Project Cost: \$343,446.05

Revenues

| Parking Fees / Field Permits / Marina | Program Registration | Facility Rentals / Concessions | Special Prog / Special Events | User Fees | Agency Payments / Cons 20/20 / Donations / Grants / Misc / Other |
|------------------------------------------|-------------------------|-----------------------------------|----------------------------------|-----------|------------------------------------------------------------------------|
| \$76,627.95 | \$0.00 | \$9,042.45 | \$0.00 | \$0.00 | \$0.00 |

Total Revenue \$85,670.40

Net Project Cost For: 0111 \$257,775.65