

Lee County Board Of County Commissioners

Agenda Item Summary

Blue Sheet No. 20021128

1. REQUESTED MOTION: Request the Chairman of the CRA to execute the attached landscape maintenance agreement with Lehigh Community Council for the Roadway Landscape Improvement.

ACTION REQUESTED: Approve and authorize the Chairman to execute attached Landscape Installation and Maintenance Agreement between Lee County and Lehigh Community Council on behalf of the BoCC.

WHY ACTION IS NECESSARY: The Board must approve the agreement and authorize the Chairman to sign it so that It may become fully executed.

WHAT ACTION ACCOMPLISHES: Provides an agreement that establishes the landscape installation and maintenance Responsibilities in the median at Lee Boulevard and Homestead Road.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 5

CIA

3. MEETING DATE:

10-29-2002

4. AGENDA:

☒ **CONSENT**
ADMINISTRATIVE

APPEALS

PUBLIC
WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE
ORDINANCE

ADMIN.
CODE

☒ **OTHER**

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER

B. DEPARTMENT **Economic Development**

C. DIVISION

BY: Janet Watermeier

7. BACKGROUND:

Lee County staff, through the Economic Development Department, in conjunction with the Community Redevelopment Agency (CRA) projects, has reached an agreement with the Lehigh Community Council in regards to the landscape Installation and maintenance for the median area at the intersection of Lee Boulevard and Homestead Road. The installation phase will be funded through the CRA projects along with the first year of maintenance. The Lehigh Community Council will then pick up the funding for the ongoing maintenance up to a maximum of \$400 per month. The Department of Transportation will provide the oversight for the installation and ongoing maintenance of the project and fund the balance of the maintenance costs in accordance with the core level landscaping. Funding will be made available in Account 20925311512.506510 for the initial installation and maintenance.

The Roadway Landscape Advisory committee has reviewed the proposed design and took no exception with the project.

8. MANAGEMENT RECOMMENDATIONS: Staff recommends approval

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
	n/a	n/a		<i>5. [Signature]</i>	<i>OA</i>	<i>OM</i>	<i>Risk</i>	<i>GC</i>	<i>[Signature]</i>
				<i>10/7/02</i>	<i>10/10/02</i>	<i>10/10/02</i>	<i>10/10/02</i>	<i>10/10/02</i>	

10. COMMISSION ACTION:

☐ **APPROVED**

☐ **DENIED**

☐ **DEFERRED**

☐ **OTHER**

Rec. by County

Date: *10/7/02*

Time: *10:23 am*

Forwarded To:

City Admin 10/10/02
10:35 am

RECEIVED BY

COUNTY ADMIN. *CA*

10/7 1:05

COUNTY ADMIN.

FORWARDED TO:
10/10 3:00

Landscape Maintenance Agreement

THIS Landscape Maintenance Agreement entered into this _____ day of _____, 2002, by and between LEE COUNTY, a political subdivision and charter county of the State of Florida, hereinafter referred to as "County", and Lehigh Community Council, a _____, hereinafter referred to as "Council", collectively the "Parties".

RECITALS

WHEREAS, the County and Council desire to enter into an agreement regarding their respective duties and responsibilities for the landscape maintenance for the triangle shaped area located within the right-of-way on the southwest side of the intersection of Lee Boulevard and Homestead Road in Section 31, Township 44S, Range 27E; and

WHEREAS, County will be responsible for the installation and cost of installing the Roadway Landscaping Improvements. Council will be responsible for the maintenance costs of the Roadway Landscaping Improvements. Council will pay to the County the estimated cost of four hundred (\$400.00) dollars per month for landscape and irrigation maintenance of the Roadway Landscaping Improvements commencing (12) months after installation of Roadway Landscape Improvements. The first (12) months of maintenance costs of Roadway Landscape Improvements shall be borne by the County through its Community Redevelopment Agency.

WHEREAS, it is in the public's interest for the County and Council to enter into this Agreement; and

WHEREAS, the Council will pay the County for the maintenance and replacement of the Roadway Landscaping Improvements as necessary in accordance with the terms and provisions of this Agreement; and

WHEREAS, the County has agreed to improve and landscape the roadside and maintain the landscaping improvements.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Council and County hereby agree as follows:

The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

1. Reference to the Council includes all assigns and successors in interest.
2. The County and the Council agree to enter into an Agreement concerning the

installation and maintenance of landscaping within said County right-of-way.

3. The County agrees to landscape the median at Lee Boulevard and Homestead Road, including the installation of plant materials and irrigation system within the right-of-way in accordance with the plans and specifications approved by the Council and the County.
4. County agrees to assume full responsibility for preparation of all plans and specifications, securing of the construction contract, construction supervision, and attainment of required permits by contractors.
5. County agrees to maintain the landscaping and irrigation improvements.
6. Maintenance expense estimated at four hundred (\$400.00) dollars per month will be borne by the Council commencing (12) months after Roadway Landscape Improvement installation. The first (12) months of Roadway Landscape Improvement maintenance shall be borne by the County through its Community Redevelopment Agency.
7. Commencing (12) months after Landscape Improvement installation, Council agrees to pay the County one thousand two hundred (\$1,200.00) dollars quarterly, based on the calendar year, to maintain the landscaping and irrigation improvements covered under this agreement. The initial and final payments may be on a prorated basis. All payments will be made in advance of work performed. First quarter payments are due by December 15; second quarter by March 15; third quarter by June 15; and fourth quarter by September 15 of each calendar year. Payments are due and payable at Department of Transportation Operations, 5560 Zip Drive, Fort Myers, FL. 33905.
8. Quarterly fees paid to the County shall not exceed one thousand two hundred (\$1,200.00) dollars or (\$400.00) per month.
9. County reserves the right to adjust quarterly maintenance expenses and level of service as to not exceed one thousand two hundred (\$1,200.00) dollars.
10. If maintenance funding is terminated, County reserves the right to restore the project back to core level landscaping.
11. This Agreement will continue in full force and effect until such time as the road or highway is closed, abandoned, vacated, discontinued or reconstructed, or until the Council receives written notice of the County's termination of this Agreement or until such time Council notifies the County in writing of the intent to terminate, renew or assign this Agreement.

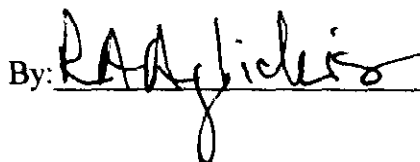
12. This Agreement binds and inures to the benefit of the parties as well as their respective legal representatives, successors or assigns. In the event the Council assigns its obligations hereunder to another party, all of Council's obligations and agreements made herein shall be fully and completely assigned to such assignee as full as if such assignee were mentioned by name instead of Council herein. In the event the Council desires to transfer its rights and obligations hereunder to a third party such as homeowner's association, County agrees to cooperate with respect to modifying this Agreement provided that prior to such assignment being binding on County, Council will demonstrate to County that the party to become the assignee has the authority to undertake the obligations and responsibilities herein contemplated.
13. The Parties recognize and agree that this Agreement inures principally to the benefit of the public.
14. This Agreement must be construed, and its performance enforced, under Florida law.
15. This Agreement is the entire Agreement between the Parties and shall not be modified or replaced except by another signed written Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first written.

Witnesses:

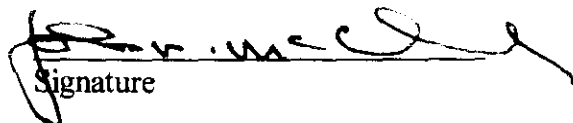
Lehigh Community Council


Signature

By: 

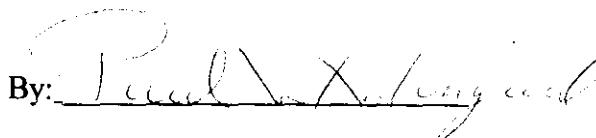
MYRA LEE KESSLER
Name Printed, Stamped or Typed

RICHARD A. ANGLICKIS
Name Printed, Stamped or Typed


Signature

Lee County Department of Transportation

John McClellan
Executive Director

By: 

John McClellan
Name Printed, Stamped or Typed

Paul A. X. [unclear]
Name Printed, Stamped or Typed

STATE OF FLORIDA
COUNTY OF LEE

The foregoing agreement was acknowledged before me this _____ day of _____, 2002, by _____ as _____ of _____. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

Name of Notary Printed, Stamped or Typed

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM BY:

Office of the County Attorney