

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

Blue Sheet No. 20021394

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute a Landscape Maintenance and Hold Harmless Agreement between Lee County and the Villages at Country Creek Master Association for the landscape restoration and maintenance of a portion of the northerly side of Corkscrew Road, east and west of the main entrance to Country Creek.

WHY ACTION IS NECESSARY: The Board of County Commissioners must approve all Agreements of this type.

WHAT ACTION ACCOMPLISHES: Allows the Villages at Country Creek Master Association to install and maintain the roadway landscaping improvements in the County's right-of-way.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C12B

3. MEETING DATE:

12-17-2002

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 County Attorney
- C. DIVISION General Services
- BY: Andrea R. Fraser
Assistant County Attorney

7. BACKGROUND:

Representatives of the Villages at Country Creek Master Association approached the County regarding landscaping a portion of the northerly side of Corkscrew Road, east and west of the main entrance to Country Creek, a County right-of-way. After much discussion, the Parties agreed to draft an Agreement, wherein the County agrees to pay the Association for the costs of the landscape and irrigation installations up to a maximum of \$15,000.00, and the Association would landscape and maintain the roadside of Corkscrew Road.

Attachments: Three (3) executed original Agreements.

8. MANAGEMENT RECOMMENDATIONS:

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	N/A	N/A	<i>[Signature]</i> 12/5/02	OA <i>[Signature]</i>	OM <i>[Signature]</i>	RISK <i>[Signature]</i>	GC <i>[Signature]</i>	<i>[Signature]</i> 12-5-02

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

RECEIVED BY
COUNTY ADMIN. *RK*
12-5-02
2:50
BY ADMIN. *[Signature]*
DATED TO: *[Signature]*
12/5/02 50

Paul



Villages at Country Creek Master Association, Inc.
21131 Country Creek Drive
Estero, FL 33928 – Ph. 239-947-2050

09/23/02

Lee County Dept. of Transportation
Attn: Paul Wingard, P.E. Deputy Director
1500 Monroe Street
P.O. Box 398
Fort Myers, FL 33902

Re: Corkscrew Road Frontage Project

In follow up to our conversations and correspondence, this is to verify that our Corkscrew Road Frontage Project, as described in the Specifications, Drawing and Cost Projections previously submitted, will be done to mitigate the loss of plantings, irrigation and other damage caused during the County's widening and elevation of Corkscrew Road.

Sincerely

William E. Martin, President

RECEIVED
SEP 25 2002

Paul Wingard - Cost Projections for frontage work

From: "W.E. Martin" <wmartin@naples.net>
To: "Paul Wingard" <WINGARPW@leegov.com>
Date: 9/18/2002 11:44 AM
Subject: Cost Projections for frontage work
CC: "Carl Evans" <Goatville9@aol.com>

Paul: Attached are the cost projections for the restoration work on our frontage. I intended to get this to you yesterday, but it took longer than I expected to get the pricing. If you have any questions, I will be here most of today.- 498-9415.

thanks for your help.

Bill Martin
Villages at Country Creek



Villages at Country Creek Master Association, Inc.
21131 Country Creek Drive
Estero, FL 33928 – Ph. 239-947-2050

Cost Projections for Frontage Restoration

Work to be Paid For by Villages at Country Creek	
Type of Work	Projected Cost
Removal of unwanted Trees and Shrubs	\$1000.00
Fill and compact soil for Berm Buildup	\$4000.00

Work to be Paid for from Lee County Grant	
Type of Work	Projected cost
Installation of Irrigation: Two new irrigation lines, approximately 300' long each. To include trenching, pipe, fittings sprinkler heads, and labor. To be connected to existing control boxes. @ 2300.00 ea.	\$4600.00
Sod Restoration: Install approximately 75 Sq. Yd. Bahia Sod to restore eroded area. Material and labor, 75 @ 3.50	\$262.50
Ficus Plants: 200 – 10 gal. x 5" tall Ficus Plants installed according to the outline in page 3 of the Specifications. 200 @ \$50.00	\$10000.00
Additional Plants: For area west of entrance. To include 10 Jatropha bushes, 5 gal. @ \$30.00 ea. and 3 Ligustrum trees, 10 Gal. @ \$60.00 ea.	\$480.00
Total	\$15342.50

LANDSCAPE MAINTENANCE AND HOLD HARMLESS AGREEMENT

This Agreement entered into effective the latest date signed below ("Effective Date") and between Lee County, a political subdivision and charter county of the State of Florida, hereinafter referred to as "County", and The Villages at Country Creek Master Association, a Florida Corporation Not-For-Profit, hereinafter referred to as "Association", collectively the "Parties".

RECITALS

WHEREAS, the County and Association desire to enter into an agreement regarding their respective duties and responsibilities for the landscape restoration and maintenance of a portion of the Corkscrew Road northerly side, east and west of the main entrance to Country Creek; and

WHEREAS, Association will be responsible for the project's installation, cost of installing and maintenance of the Roadway Landscaping Improvements as shown on the Landscape and Irrigation Plans attached hereto as Exhibit "A". Association and Association's contractors for the installation and maintenance, will install and maintain the Roadway Landscaping Improvements on the County's behalf; and

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

WHEREAS, the Association has agreed to improve and landscape the roadside as necessary.

NOW, THEREFORE, in consideration of the above promises and other good and valuable consideration, and the following terms and conditions hereinafter set forth, and the County and Association, intending to be legally bound, hereby agree as follows:

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

2. The Association agrees to landscape the roadside of Corkscrew Road immediately in front of the residential portion their property, including the installation of plant materials and irrigation system within the right-of-way in accordance with the plans and specifications approved by the Association and County (see attached Landscape and Irrigation Plans marked Exhibit "A" and, by reference, made a part hereof), beginning at the western end of the frontage and continuing east approximately 1,360 lineal feet, ending at the west bank of the Estero River.

3. Association 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.

4. Association will coordinate project installation in cooperation with Lee County Department of Transportation, hereinafter referred to as "DOT".

5. Maintenance expenses as described in item 7, below will be borne by the Association.

6. The County agrees to pay the Association for the costs of the landscape and irrigation installations up to a maximum of \$15,000.00. The amount of payment will be based on a reasonable estimate of costs attached as Exhibit "B". Payment will be due within thirty (30) days of Effective Date.

7. The Association agrees to and will maintain the landscaping and other items incidental to the landscaping. The Association's landscape maintenance responsibility will be limited to; irrigation, litter removal, mowing, trimming, edging, fertilization, mulching, pest control, herbicide application, and replacement of dead plant materials.

8. The County reserves the right to remove and/or relocate the plantings and irrigation located within the County right-of-way at any future date for any necessary reason affecting the public welfare without any further payments to the Association.

9. The Association agrees that if the placement, repair, relocation or reconstruction of public utilities, including but not limited to, water, sewage, gas, power, telephone located within the road right-of-way, requires the relocation and removal of the landscape improvements referenced herein, then the Association will be responsible for moving or removing the landscape improvements within thirty (30) days of the Association's receipt of written notice.

10. 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 Association receives written notice of the County's termination of this Agreement or until such time as the Association notifies the County in writing of the intent to terminate this Agreement.

11. The Association agrees to indemnify and hold the County harmless and defend the County from any money damages in tort for any injuries or losses of property, personal injury or death caused by the negligent or wrongful act(s) or omission(s) of its agents or contractors with respect to the installation and maintenance of the County's right-of-way.

12. The County will be liable for money damages in tort for any injuries to or losses of property, personal injury or death caused by the negligent or wrongful act(s) or omission(s) of any official, or employee or agent of the County while acting within the scope of the official's, or employee's or agent's office or employment under circumstances which a private person would be held to be liable in accordance with the general laws of the State of Florida subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be amended from time to time. Subject to the limitations of Section 768.78, Florida Statutes, the County agrees to indemnify and hold the Association harmless and defend the Association from any money damages in tort for any injury or losses of property, personal injury or death, or other costs (including attorney's fees) caused by the negligent or wrongful act or omission of the County, or its officials, employees, agents, or contractors.

13. This Agreement must be construed, and its performance enforced under Florida law.

14. 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 above written.

Witnesses:

VILLAGES AT COUNTRY CREEK
MASTER ASSOCIATION, INC.

[Signature]
Signature

By: [Signature]

Lynn T. Sarver
Name Printed, Stamped or Typed

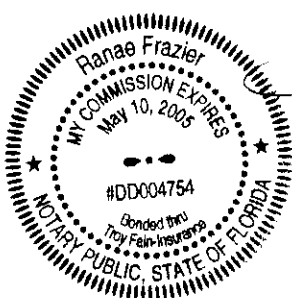
William E Martin
Name Printed, Stamped or Typed

[Signature]
Signature

Andrea Jennings
Name Printed, Stamped or Typed

STATE OF FLORIDA
COUNTY OF LEE

The foregoing agreement was acknowledged before me this 26th day of November, 2002, by William E Martin as President of Villages at Country Creek Master. He is personally known to me or has produced _____ as identification.



[Signature]
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

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