

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

Blue Sheet No. 20060642

1. ACTION REQUESTED/PURPOSE: Request Board approve and execute a Fence Installation and Maintenance Agreement between Cross Creek of Fort Myers Community Association, Inc. (Association) and Lee County. Approve a transfer from general fund reserves, fund #001, in the amount of \$39,700 to reduce the impacts of hogs on a county preserve and adjacent private property. This request includes \$15,700 for a 50/50 cost share on the installation of a fence between the Association and the Six Mile Cypress Slough Preserve and \$24,000 to continue trapping to reduce the population of hogs in Six Mile Cypress and prevent similar problems else where.

2. WHAT ACTION ACCOMPLISHES: Installation of this fence will deter hogs from leaving the slough and causing damage to private property while establishing a boundary to protect slough resources. The trapping will reduce the hog populations throughout the slough to both protect slough resources and prevent damage to other communities surrounding the slough.

3. MANAGEMENT RECOMMENDATION: Proceed with funding this cost share project for a fence to deter hogs from entering private property from the slough and continue the trapping of hogs throughout the slough.

4. Departmental Category: CIIA **5. Meeting Date:** 11/21/06

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated:	
	<input type="checkbox"/> Statute		Commissioner	
	<input type="checkbox"/> Ordinance		Department <u>Parks & Recreation</u>	
	<input type="checkbox"/> Admin. Code		Division	
	<input checked="" type="checkbox"/> Other		By: <u>John Yarbrough</u>	

9. Background:
Clearing for development adjacent to the Six Mile Cypress Slough Preserve has decreased wildlife habitat and forced wild hogs into the preserve and other undeveloped lands in the area. The residents of Cross Creek have had a great deal of damage done to community lawns and plantings by wild hogs from Six Mile Cypress Slough and adjacent areas. This year is the first time that hogs have caused damage of this type. The Cross Creek Homeowners Association owns 42 acres in the preserve. Lee County has had a management agreement with them for many years for cooperative management of their portion of the preserve. Working together we have come up with a plan which will deter hogs from leaving the slough and causing damage to private property by the construction of a hog wire fence. It is proposed that the cost of this fence be split evenly between Cross Creek and Lee County. Staff is also actively trapping hogs on county lands and proposes to continue this program with additional funding. The Cross Creek Community and the county have paid a trapper over \$20,000 to remove over 400 hogs and they are still abundant. The fence will be maintained by the Cross Creek Community and will also define the slough boundary benefiting the County by controlling access to the slough and aide in protecting the slough resources. To avoid similar conflicts with other neighbors of the preserve and to protect resources in the preserve that are being impacted by hogs we are requesting funds that will allow the removal by trapping of 480 hogs from the slough during the next year. The total request for the fencing and trapping is for \$39,700. This is being requested out of general funds because it was not included in the Parks and Recreation Budget and is in response to citizens complaints.

Funds will be made available in account #KH5722000100.503190

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>ccm</i> <i>1/26/06</i>				<i>W. J. ...</i>	<i>11/7/06</i>	<i>MP</i>	<i>11/7/06</i>	<i>11/7/06</i>	<i>W. J. ...</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: *DA*
11/7/06
9:45 AM
COUNTY ADMIN
FORWARDED TO: *MC*
11-7-06
Ypr

Rec. by CoAtty
Date: *11/7/06*
Time: *9:00AM*
Forwarded To:
CAD 9:30am

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: General Fund DATE: 11/03/06 BATCH NO.: _____

FISCAL YEAR: 06-07 FUND NO.: 001-00 DOC. TYPE: YB LEDGER TYPE: BA

TO: Parks & Recreation Parks & Recreation Operations
 (Division Name) (Program Name)

NOTE: Please list the account number below in the following order:
 Business Unit (dept/div, program, fund, subfund); Object Account; Subsidiary; Subledger
 (Example: BB 5120100100.503450)

<u>Account Number</u>	<u>Object Name</u>	<u>DEBIT</u>
KH5722000100.503190	Other Professional Services	\$15,700
KH5722000100.503490	Other Contracted Services	\$24,000

TOTAL TO: \$ 39,700

FROM: Non-Departmental Reserves
 (Division Name) (Program Name)

<u>Account Number</u>	<u>Object Name</u>	<u>CREDIT</u>
GC5810100100.509910	Reserve for Contingencies	\$ 39,700

TOTAL FROM: \$ 39,700

EXPLANATION: Transfer funds from general funds reserves for a 50/50 cost share on the purchase and installation of a fence between Cross Creek Subdivision and the Six Mile Cypress Slough Preserve; total cost of the fence \$31,400. Includes funding for continued hog trapping; estimated cost of hog trapping \$24,000. Blue Sheet # 20060642.

 DIVISION DIRECTOR SIGNATURE/DATE John Yarb 11-6-06
 DEPARTMENT HEAD SIGNATURE/DATE

DBO: APPROVAL DENIAL Camp Argostino 11-7-06
 OPS. ANALYST SIGNATURE DATE

OPS. MGR.: APPROVAL DENIAL _____
 OPS. MGR. SIGNATURE DATE

CO. MGR.: APPROVAL DENIAL _____
 CO. MANAGER SIGNATURE DATE

BCC APPROVAL DATE: _____
 BCC CHAIRMAN SIGNATURE

BA. NO. _____ AUTH CODE _____ TRANS DATE _____

FENCE INSTALLATION AND MAINTENANCE AGREEMENT

This agreement entered into this _____ day of _____, 2006 by and between LEE COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the CROSS CREEK OF FORT MYERS COMMUNITY ASSOCIATION, INC., hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, the County owns and maintains property adjacent to property owned by the Association; and

WHEREAS, This property is known as the "Six Mile Cypress Slough", and is a designated preserve; and

WHEREAS, feral hogs are entering Association's property from the adjacent County managed property and other adjacent property; and

WHEREAS, the Association has asked that the County install a fence on property owned by the Association to share the cost to deter feral hogs from entering onto said property; and

WHEREAS, the Association and County desire to enter into an agreement regarding their respective duties and responsibilities for the installation and maintenance of a hog fence on the property described in Exhibit "A"; and

WHEREAS, the Association has obtained all of the necessary permits required to install the fence; and

WHEREAS, the Association obtained three (3) bids for the installation of the fence and chose the lowest bidder; and

WHEREAS, it is in the public's interest for the County and Association to enter into this agreement in order to deter the proliferation of the wild hog population on County-managed preserves and adjacent property.

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 Association and the County 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. Reference to the Association includes all assigns and successors in interest.
3. Association agrees to pay for clearing of the land prior to installation of the fence.
4. Association will obtain any and all necessary permits. If additional permitting is needed for crossing drainage ditches, Association agrees to obtain said permits and maintain these crossings so as not to prevent free flow of waters in the ditches.
5. Association will coordinate project installation in cooperation with Lee County Department of Parks and Recreation.
6. The cost of construction and installation of the fence will be shared equally by the County and the Association. The County's cost shall not exceed Fifteen Thousand Seven Hundred and No/100 (\$15,700.00) Dollars.
7. All maintenance, repair, and replacement expenses will be borne solely by

the Association.

8. The time for completion of this project shall run from the date of this agreement to June 1, 2007, unless both Parties mutually agree in writing to extend it by amendment. All other items covered in this agreement shall remain in effect as described herein.

9. Upon completion of the fence, a representative of the Lee County Parks and Recreation and the Association shall inspect the work to insure satisfaction of the work by both parties.

10. Upon satisfactory completion of the work, Contractor shall submit one (1) statement to the County and one (1) statement to the Association for the work performed. The total cost of the installation of the fence should be equally divided between the County and the Association and shall be reflected on each statement. The County shall have forty-five (45) days in which to pay the Contractor.

11. This Agreement will continue in full force and effect until such time as the fence is reconstructed, removed, or until the Association receives written notice of the County's termination of this agreement or until such time as Association notifies the County in writing of their intent to terminate this agreement.

12. This agreement binds and inures to the benefit of the Parties as well as their respective legal representatives, successors, and/or assigns. In the event the Association assigns its obligations hereunder to another party, all of the Association's obligations and agreements made herein shall be fully and completely assigned to such assignee in full as if such assignee were mentioned by name instead of Association herein. In the event

the Association desires to transfer its rights and obligations hereunder to a third party, County agrees to cooperate with respect to modifying this agreement.

13. The Association may assign the rights and obligations set forth herein to another party, except that Association will remain responsible under the terms of this agreement until such time as the Association or successor in interest can provide written documentation to the satisfaction of the County Attorney's Office, which confirms that its successor in interest has assumed responsibility for the compliance with the terms and conditions of this agreement.

14. The Association shall indemnify and hold Lee County harmless from any and all claims, liability, losses, and causes of action which may arise out of the wilful, negligent, or unlawful acts or omissions of Association under this Agreement and shall pay all claims and losses of any nature whatsoever in connection with, shall defend all suits, in the name of Lee County, when applicable, and shall pay all costs, judgment, and attorney's fees; provided, however, that nothing herein shall be construed to require Association to indemnify the County against liability resulting from the wilful, negligent, or unlawful acts or omissions of the County, nor be liable for loss or damage incurred or occasioned by Association in the performance of this Agreement. This provision shall survive the termination of this Agreement.


15. This agreement must be construed, and its performance enforced under Florida Law.


16. 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.

ATTEST:

CROSS CREEK OF FORT MYERS
COMMUNITY ASSOCIATION, INC.


Witness
Yvonne L. Pischeda
(Print Name)

By:  President
Joan H. Ascenzo


Witness
HARRY UNGLAUB
(Print Name)

ATTESTED:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairwoman

APPROVED AS TO FORM:

By: _____
County Attorney's Office

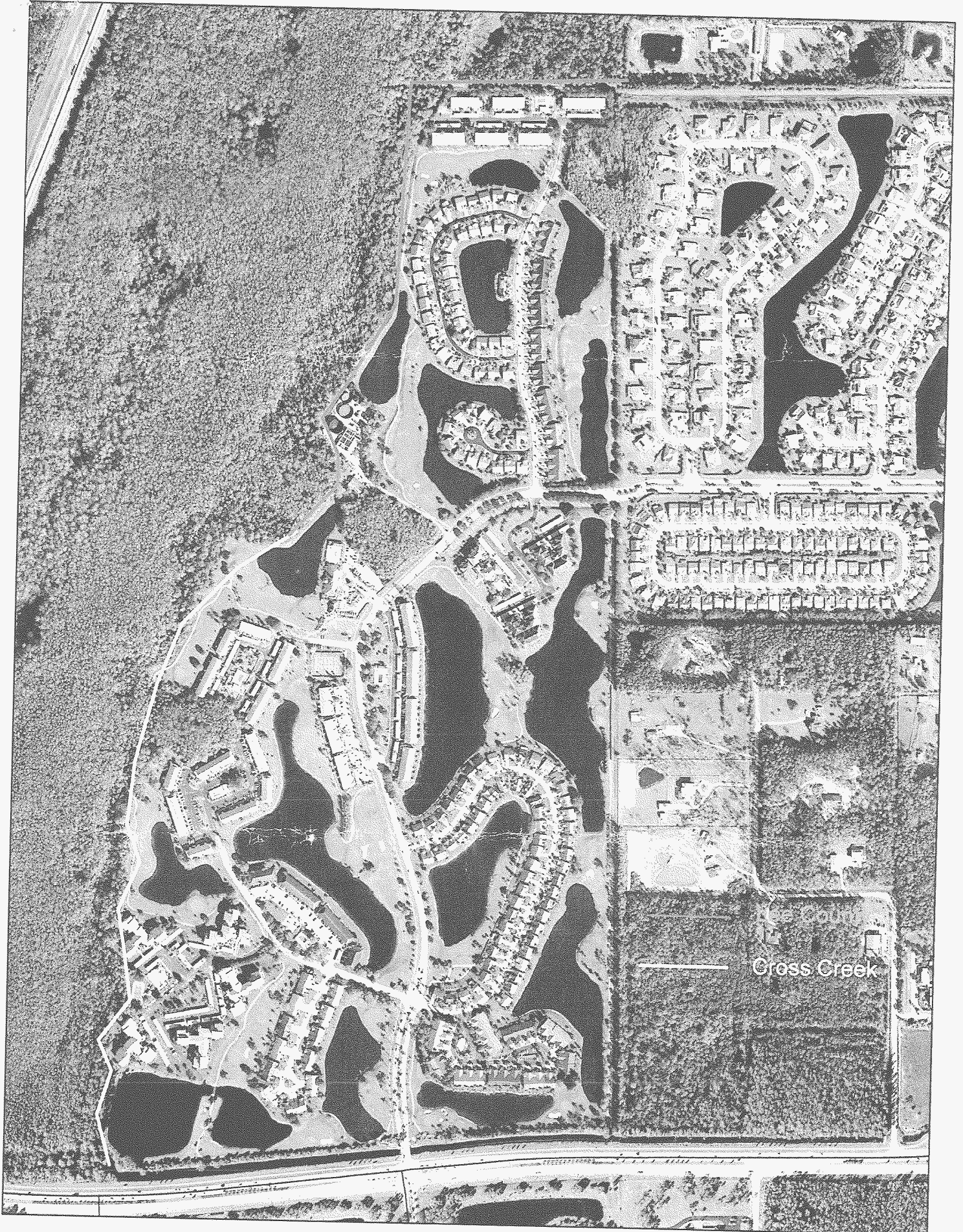


EXHIBIT "A"