

SECTION: 86020000
PERMIT: 437903-3-52-01
COUNTY: Broward
STATE RD: 5

**FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this 27 day of January, 2025, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the **DEPARTMENT** and the **CITY of FORT LAUDERDALE**, a municipal corporation, existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over **State Road 5 (Federal Highway / US1)** as part of the State Highway System; and

WHEREAS, as part of the continual updating of the State Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment, and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"**, within the corporate limits of the AGENCY; and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY certain landscape improvements within the right of way of **State Road 5 (Federal Highway / US1)** as described within **Exhibit "B"**; and

WHEREAS, the AGENCY is agreeable to maintaining those Landscape Improvements within the AGENCY'S limits including plant materials, irrigation system and/or hardscape to the medians and areas outside the traveled way to the right of way line and/or areas within the traveled way that may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair of the median concrete replacements associated with the specialty surfacing (if applicable) as needed; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No. 24-255 dated December 3, 2024, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The DEPARTMENT shall install or caused to be installed *landscape improvements* described as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B" and "C"**. *Hardscape* shall mean, but not be limited to, site furnishings, landscape accent lighting, bike racks, fountain, tree grates, decorative free standing or retaining wall(s) and/or any non-standard roadway, sidewalk, median or crosswalk surfacing, such as, but not be limited to the following: specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]). If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the landscape improvements if changes are not approved within the given time frame.

3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the traveled way shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the traveled way to the right-of-way and/or areas within the traveled way containing specialty surfacing. The AGENCY shall be responsible for all maintenance and repairs to FDOT sidewalks directly attributable to tree roots or other AGENCY maintained improvements. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard traveled way surfacing and the associated header curb and concrete areas (if applicable) on DEPARTMENT right-of-way within the limits of this Agreement.
- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plants; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs (per Florida Statute 479.106), and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants

including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plants in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the traveled way to maintain these improvements, all costs associated with the utilities for the landscape improvements including, but not limited to any impact and connection fees, and the on-going cost of utility usage for water and electrical are the maintaining AGENCY'S responsibility.

- (1) The AGENCY shall be solely responsible for any impact and/or connection fees
- (2) The AGENCY shall be responsible for the described ongoing utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter. The Project is accepted prior to the start of the FDOT Specification 580 Contractor's Plant Establishment Period.
- (3) The AGENCY shall be responsible for the maintenance of all landscape improvements after the completion of the FDOT Specification 580 Contractor's Plant Establishment Period.

- D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the Agency fail to remove or relocate items as requested, the Department may:

- (a) Remove conflicting improvements or any portion thereof.
- (b) Restore the area with any material meeting Department standards
- (c) Restore the improvements at the request and funding of the AGENCY.

5. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the landscape improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:
- (1) Maintain the landscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and / or
 - (2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.
- B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the landscape improvements listed in **Exhibit "B"** in the amounts listed in **Exhibit "D"** should the landscape improvement fail to be maintained in accordance with the terms and conditions of this Agreement.

6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days' notice to remove said landscape improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.

- (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

9. LANDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract for the installation of the landscape improvements with an estimated amount of **\$34,730.00** as referenced in **Exhibit "D"**. This amount may be reduced or eliminated at the sole discretion of the DEPARTMENT or due to budgetary constraints of the DEPARTMENT.

The AGENCY shall be invited to assist the DEPARTMENT in the final acceptance of the landscape improvements made by the DEPARTMENT at the completion of the installation of the landscape pushbutton project by the DEPARTMENT and then upon completion of the FDOT Specification 580 Contractor's Plant Establishment Period.

10. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

11. AGREEMENT TERM

- A. The term of this Agreement commences upon execution by all parties and shall remain in effect so long as the improvements shall exist, or until this Agreement is terminated by either party in accordance with Paragraph 10.
- B. If the DEPARTMENT chooses not to implement the landscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated, if any.

12. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.
 - (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
 - (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

13. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

14. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the DEPARTMENT:

Florida Dept. of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attn: Kaylee Kildare
District IV Landscape Manager

If to the AGENCY:

City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301
Attn: City Manager
cc: Karen Warfel, Transportation
Planning Manager

19. LIST OF EXHIBITS

Exhibit A: Landscape Maintenance Boundaries
Exhibit B: Landscape Improvement Plans
Exhibit C: Maintenance Plan for Landscape Improvements
Exhibit D: Approximate Cost for Landscape Improvements
Exhibit E: Resolution


IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

CITY OF FORT LAUDERDALE,
through its CITY COMMISSIONERS

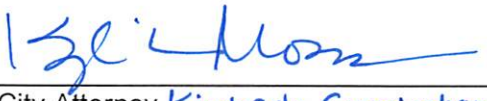
By:


Dean J. Trantalis, Mayor

6 day of Jan., 2024


Susan Grant, Acting City Manager

Approved as to form by Office of City Attorney


Assistant City Attorney Kimberly Cunningham Mosley

ATTEST:


David R. Soloman, City Clerk



STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: 

A534C9FDF7984A5...

John Krane, P.E.
Transportation Development Director

Date:

01/27/2025 | 6:31 PM EST

Attest:

DocuSigned by:



E14549BD681D471...

Executive Secretary

Legal Review

Signed by:



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Office of the General Counsel

01/23/2025 | 4:01 PM EST

SECTION: 86020000
PERMIT: 437903-3-52-01
COUNTY: Broward
STATE RD: 5

EXHIBIT A

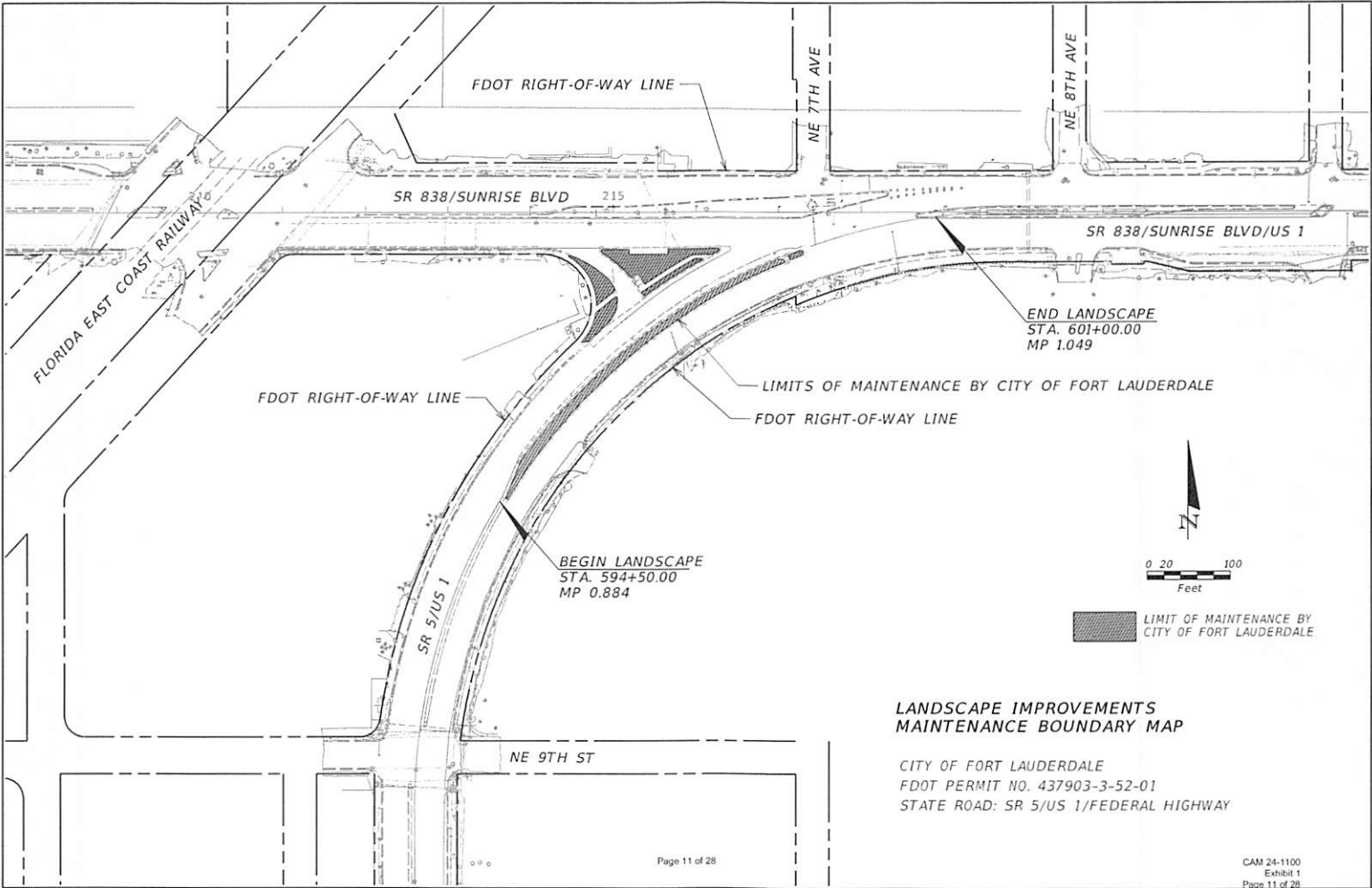
LANDSCAPE MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

SR5 / US1 from North of NE 9TH Street to NE 7th Avenue (M.P. 0.941 to 1.030)

II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY MAP:

See Attached



SECTION: 86020000
PERMIT: 437903-3-52-01
COUNTY: Broward
STATE RD: 5

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: **KCI Technologies, Inc.**
Todd Mohler, RLA.

Date: **May 9, 2024**

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 437903-3-52-01

BROWARD COUNTY

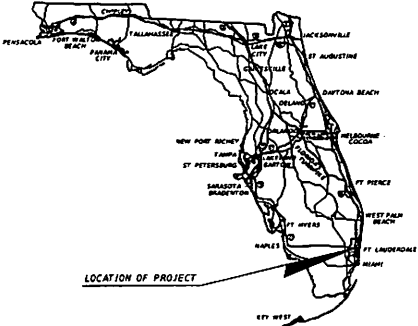
SR 5/US 1/SEARSTOWN FROM NORTH OF NE 9TH ST
TO NE 7TH AVE

LANDSCAPE PUSHBUTTON PLANS

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SUMMARY OF QUANTITIES AND GENERAL NOTES
LD-3	PROJECT LAYOUT
LD-4 TO LD-6	LANDSCAPE PLAN

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED
DUE TO REPRODUCTION THESE PLANS WERE PREPARED
FOR USE BY THE FDOT DISTRICT FOUR, DISTRICT WIDE
GENERAL LANDSCAPE SERVICES CONTRACT, BEA25, FM
#437903-2-52-01. THE LANDSCAPE IMPROVEMENTS
DESCRIBED HEREIN ARE SUBJECT TO ALL SPECIFICATIONS
AND REQUIREMENTS DESCRIBED IN CONTRACT BEA25.



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED.
THE SIGNATURE MUST BE VERIFIED
IN THE ELECTRONIC DOCUMENTS.

LANDSCAPE PLANS
LANDSCAPE ARCHITECT
OF RECORD:

TODD MOHLER, R.L.A.
R.L.A. NO. 0001594
RCI TECHNOLOGIES, INC.
1425 W CYPRESS CREEK ROAD, SUITE 101
FORT LAUDERDALE, FLORIDA 33309
CONTRACT NO : CAB82
VENDOR NO : 52-1604386

FDOT PROJECT MANAGER:
KAYLEE KILDARE, PSM

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
BEG86	CAN 24-1100 24 Edition 1.0-1	Page 13 of 28

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61D03.001, F.A.C.

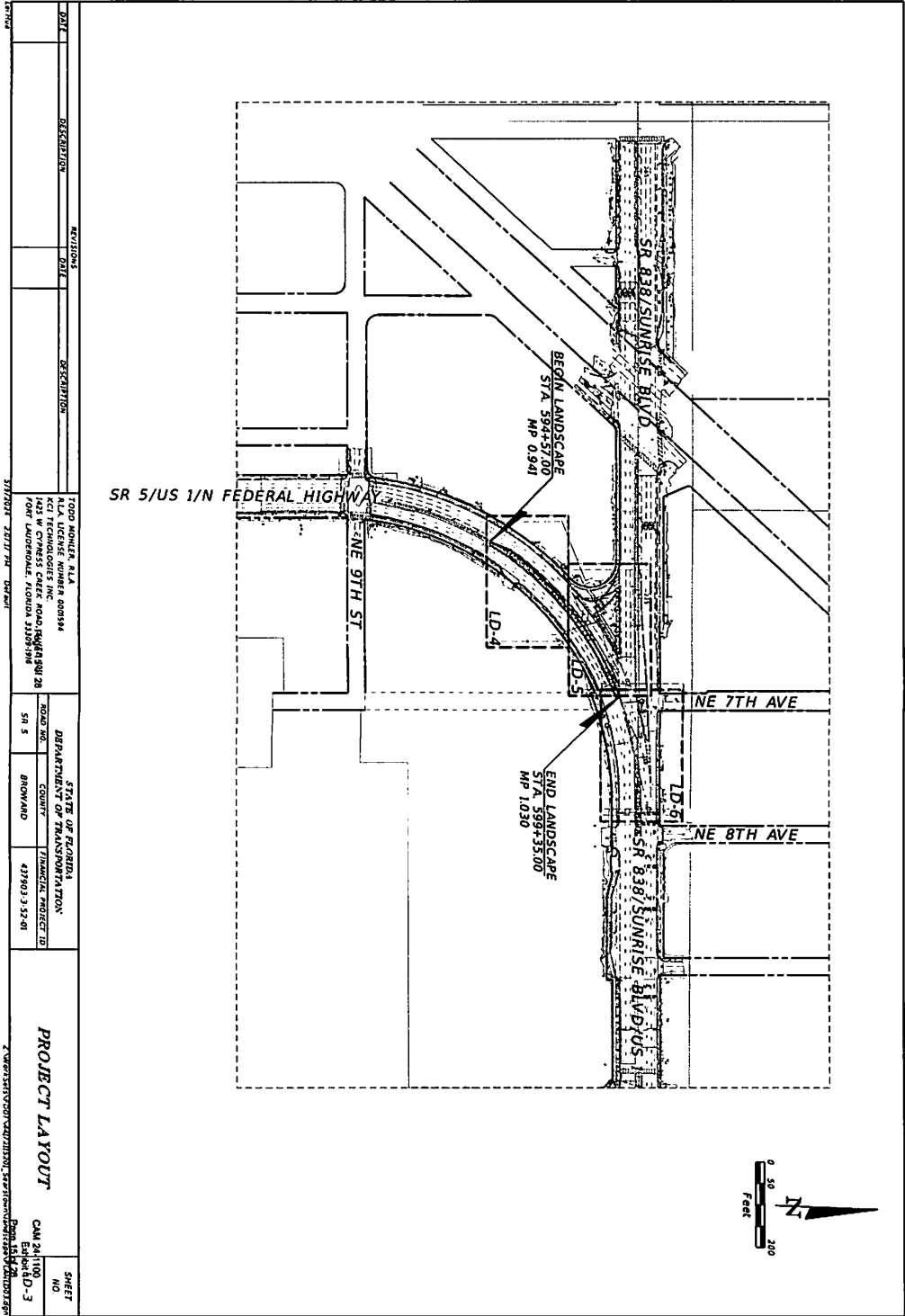
SUMMARY OF QUANTITIES

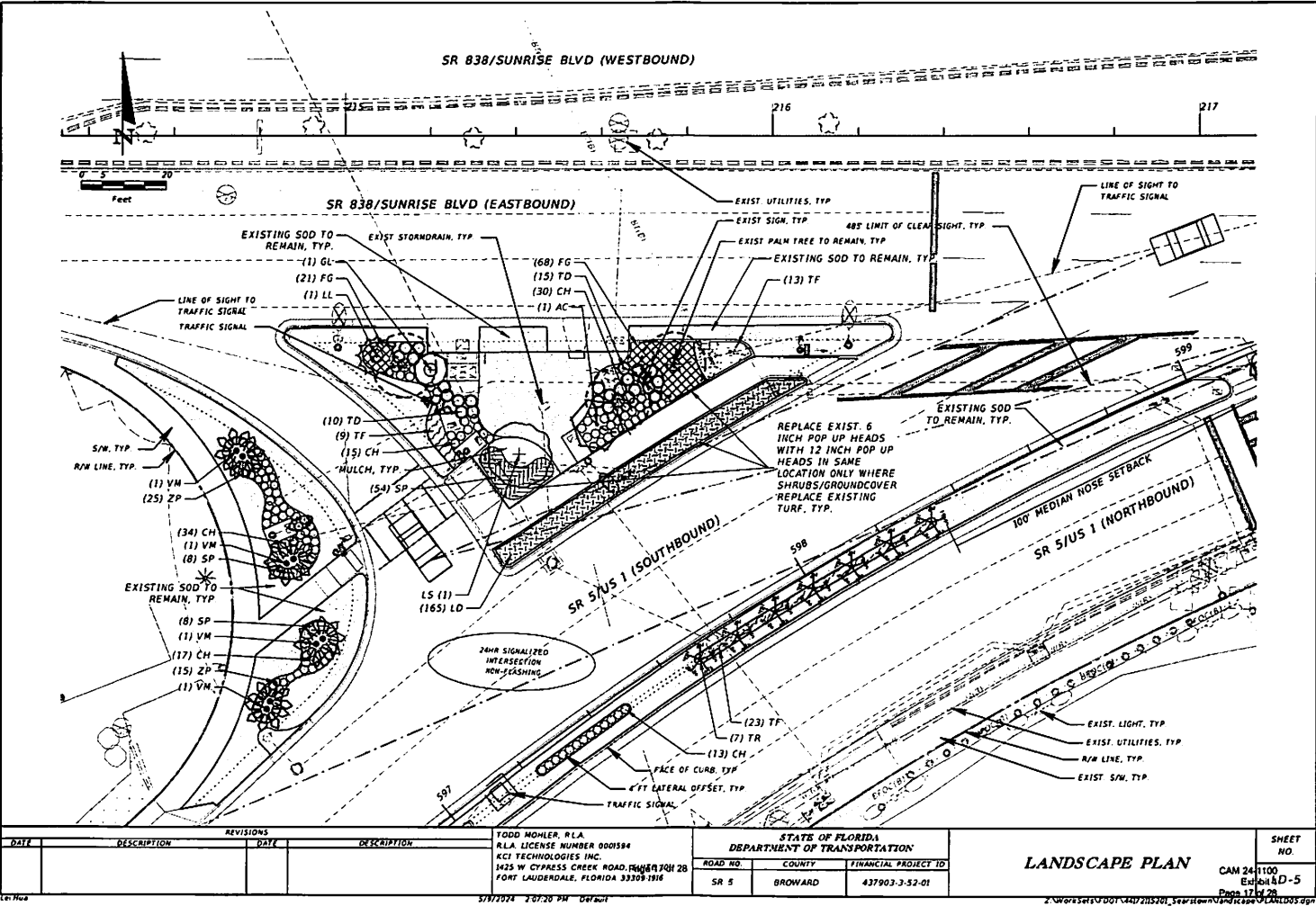
ITEM	SYMBOL	DESCRIPTION	SIZE / REMARKS	UNIT	QTY
TREES					
Non-Rate Item	AC	ACACIA CHORIOPHYLLA - CINIECORD	1.75 IN CAL, 8-10 FT HT, STD	EACH	1
179e		Installation and 1-Yr. Establishment for Non-Rate Item: < 3 IN Caliper Native Tree		EACH	1
Non-Rate Item	GL	GYMNANTHES LUCIDA - CRABWOOD	10 FT HT, 5 FT SPR, FULL TO GROUND	EACH	1
179e		Installation and 1-Yr. Establishment for Non-Rate Item: < 3 IN Caliper Native Tree		EACH	1
33a	LS	LAGERSTROEMIA SPECIOSA - QUEEN CRAPE MYRTLE	25 GAL STD, 1.5-2 INCH CAL, 8-10 FT HT, 4-5 FT SPR	EACH	1
68b	LL	LATANIA LODDIGESII - BLUE LATAN PALM	45 GAL, 1 FT CW, 8 FT OA HT	EACH	1
41d	NF	MYRCIANTHES FRAGRANS - SIMPSON'S STOPPER	25 GAL, 4 FT CT, 10 FT HT, STD	EACH	6
Non-Rate Item	QVS	QUERCUS VIRGINIANA 'SKY CLIMBER' - LIVE OAK	3.5 IN CAL, 14 FT HT, STD, FG	EACH	3
179d		Installation and 1-Yr. Establishment for Non-Rate Item: > 3 IN Caliper Native Tree		EACH	3
82c	TR	THRINAX RADIATA - THATCH PALM	5 FT CT, 12 FT HT, FG	EACH	7
84a	VM	VEITCHIA MONTGOMERYANA - MONTGOMERY PALM (DOUBLE)	25 GAL, DOUBLE, 10-12 FT OA HT	EACH	4
SHRUBS					
96a	CH	CHRYSOBALANUS ICACO 'HORIZONTAL' - HORIZONTAL COCO PLUM	3 GAL, 12-15 IN HT	EACH	134
131a	TD	TRIPSACUM DACTYLOIDES - FAKAHATCHEE GRASS	1 GAL, 18 IN HT, FULL	EACH	25
133a	ZP	ZAMIA PUMILA - COONTIE	3 GAL, 12 IN HT X 12 IN SPR	EACH	40
104a	FG	FICUS MICROCARPA 'GREEN ISLAND' - FICUS GREEN ISLAND	3 GAL, 12 IN HT X 12 IN SPR	EACH	209
130b	TF	TRIPSACUM FLORIDANUM - DWARF FAKAHATCHEE GRASS	3 GAL, 16 IN HT	EACH	45
GROUND COVERS					
112a	LD	LANTANA DEPRESSA - FLORIDA LANTANA	1 GAL, 12 IN HT X 12 IN SPR	EACH	165
Non-Rate Item	SP	SPATHOGLOTTIS PLICATA 'PURPLE' - PURPLE GROUND ORCHID	3 GAL, 12 IN HT X 12 IN SPR	EACH	70
179b		Installation and 1-Yr. Establishment for Non-Rate Item: 3 gallon groundcover		EACH	70
IRRIGATION					
146c		12 INCH POP UP SPRAY	REPLACE EXISTING 6 INCH POP UP HEADS IN SAME LOCATION ONLY WHERE SHRUBS/GROUNDCOVER REPLACE EXISTING TURF (QTY ESTIMATED)	EACH	25
ABBREVIATION KEY: CAL=CALIPER, CT=CLEAR TRUNK, FG=FIELD GROWN, FT=FEET, GAL=GALLON, HT=HEIGHT, IN=INCH, OA=OVERALL, SPR=SPREAD, STD=STANDARD					

Notes:
1. St. Augustine SOD was installed at completion of the roadway project (FPID: 441721-1-52-01) and will remain outside of planting beds. Remove all existing sod within proposed bedlines.
2. Irrigation was installed at completion of the roadway project (FPID: 441721-1-52-01). Minor adjustments are required per these plans.

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES AND GENERAL NOTES	SHEET NO
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO	COUNTY	FINANCIAL PROJECT ID		
				SR 5	BROWARD	437903-3-52-01	CAM 24-1100 E-2	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 600.001(2)(f), F.A.C.





THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 600.00-01, F.A.C.

SECTION: 86020000
PERMIT: 437903-3-52-01
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EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the DEPARTMENT and the AGENCY.

Please see attached

MAINTENANCE PLAN For Landscape Improvements

Project State Road No: SR5 / US1 from North of NE 9TH Street to NE 7th Street
(M.P. 0.941 to 1.030)

Permit or FM No(s): 437903-3-52-01

RLA of Record: Todd Mohler

Maintaining Agency: City of Fort Lauderdale

Date: May 9, 2024

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements within FDOT right of way shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Standard Plans, FDOT Plans Design Manual and FDOT Standard Specifications for Road and Bridge Construction, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer.

Part I of the Maintenance Plan describes general maintenance requirements and recommendations that are standard for all projects. Part II provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

MULCHING

Mulch planting beds to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees, and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING

All staking materials are to be removed after one year or as directed by the RLA of Record.). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

TREE CELL STRUCTURES

Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

LANDSCAPE ACCENT LIGHTING

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)

All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD TRAVELED WAY SURFACING)

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused, or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

SITE FURNISHINGS

Site furnishing such as Trash Receptacles, Benches, Bollards, and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

MAINTENANCE OF TRAFFIC CONTROL

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

PART II. PROJECT SPECIFIC MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

1. Trees are intended to be maintained at natural form mature height and spread. Refer to Part I Pruning for clear sight window and vertical clear zone pruning requirements.
2. Remove suckering growth from base and clear trunk areas for single and multi-trunked trees quarterly.
3. To maintain health and the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
4. To maintain health and the intended appearance of all shrubs, groundcover and turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
5. Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plane.
6. Maintain groundcover and shrub horizontal growth to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain a 6-12" setback from the foliage to the back of curb, pavement, sidewalk and/or other hardscape elements.

7. Maintain the vertical heights of:
 - *Chrysobalanus icaco* 'Horizontalis' (Horizontal Coco Plum): 36" to 48" tall, full to ground
 - *Ficus microcarpa* 'Green Island' (Ficus Green Island): 18" to 24" tall, full to ground
8. Maintain the following shrubs and groundcovers in natural form (do not trim):
 - *Lantana depressa* - Florida Lantana
 - *Spathoglottis plicata* 'Purple' - Purple Ground Orchid
 - *Tripsacum dactyloides* - Fakahatchee Grass
 - *Tripsacum floridanum* - Dwarf Fakahatchee Grass
 - *Zamia pumila* - Coontie
9. Inspect groundcovers and shrubs *quarterly* for maintaining full ground coverage.
10. Evaluate plant material *monthly* for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
11. Inspect the irrigation system performance *monthly* to ensure the system is providing 100% coverage, is not spraying onto hardscape/roadways, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.
12. Inspect concrete pavers *quarterly* for aesthetic appearance and safety conditions. Address any issues identified by cleaning, repairing, or replacing those specific locations. Clean concrete pavers *yearly* to prevent mold, dirt, oil, and gum build up and to maintain the overall aesthetic appearance and safety of the concrete pavers.
13. Inspect joints and cracks in concrete, patterned concrete or asphalt, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. *quarterly* to keep those areas free of weeds.

REFERENCES (Sept. 2024): This reference list is provided as a courtesy and may not contain the most current websites. The most current references must be accessed for up-to-date information.

Accessible Sidewalk (ADA)

- Accessible Sidewalks and Street Crossings <https://fdotwww.blob.core.windows.net>
- Sidewalks and Trails <https://www.fdot.gov/roadway/ada/sidewalksandtrails.shtm>
- ADA Standards for Accessible Design <https://www.ada.gov/law-and-regs/design-standards/>

American National Standard Institute, ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – **Standard Practices (Pruning)**, available for purchase <http://webstore.ansi.org> / <https://tcimag.tcia.org/training/introducing-the-newly-designed-ansi-a300-tree-care-standards/>

Building Codes & Standards, Florida Department of Community Affairs (DCA), 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fl_a_specifics.htm

Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry, Florida Grades and Standards for Nursery Plants 2022 <https://sfyl.ifas.ufl.edu/media/sfylifasufledu/hillsborough/docs/pdf/environmentalhort/grades-and-standards-for-nursery-plants-2022.pdf>

FDOT Maintenance Specifications Workbook <https://www.fdot.gov/programmanagement/maintenance>
Section 580 Landscape Installation https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/maintenance/fy-2024-25/spm5800000-724-i19425.pdf?sfvrsn=15564aa7_1

FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Standard Plans - FY 2024-25 <https://www.fdot.gov/design/standardplans/current>

- Index Series 102-600 Traffic Control through Work Zones
- Index 580-001 Landscape Installation
- Index 591-001 Landscape Irrigation Sleeves

FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, <https://www.fdot.gov/roadway/fdm/default.shtm>

- Chapter 212.11 Clear Sight Triangles
- Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width, Table 215.2.2 Lateral Offset Criteria (for Trees)

FDOT Landscape Architecture Website

<https://www.fdot.gov/roadway/landscape-architecture/landscape-architecture-programs>

FDOT Maintenance Rating Program Handbook

<https://www.fdot.gov/maintenance/mainratingprogram.shtm>

FDOT Outdoor Advertising Database <https://www.fdot.gov/rightofway/OutdoorAdvertising.shtm/new-outdoor-advertising-site>

Florida Exotic Pest Plant Council Invasive Plant Lists

<https://www.floridainvasives.org/plant-list/2023-invasive-plant-species/>

Florida Irrigation Society <http://www.fisstate.org>

Florida Power and Light (FPL) - Right Tree, Right Place

http://www.fpl.com/residential/trees/right_tree_right_place.shtml

SECTION: 86020000
PERMIT: 437903-3-52-01
COUNTY: Broward
STATE RD: 5

EXHIBIT D

APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the DEPARTMENT and the AGENCY.

Total Estimated Project Cost: \$34,730.00 (See attached Cost Estimate)

FPID: 437903-3-52-01_SR 5/US 1/SEARSTOWN FROM NE 9TH STREET TO NE 7TH AVE_COST ESTIMATE							
DISTRICT WIDE CONTRACT# BEG86							
ITEM	SYMBOL	DESCRIPTION	SIZE / REMARKS	UNIT	QTY	UNIT COST (\$)	SUB-TOTAL (\$)
TREES							
Non-Rate Item	AC	ACACIA CHORIOPHYLLA - CINNECORD	1.75 IN CAL, 8-10 FT HT, STD	EACH	1	\$175.00	\$175.00
179e		Installation and 1-yr. Establishment for Non-Rate Item: < 3 IN Caliper Native Tree		EACH	1	\$300.00	\$300.00
Non-Rate Item	GL	GYMNANTHES LUCIDA - CRABWOOD	10 FT HT, 5 FT SPR, FULL TO GROUND	EACH	1	\$300.00	\$300.00
179e		Installation and 1-yr. Establishment for Non-Rate Item: < 3 IN Caliper Native Tree		EACH	1	\$300.00	\$300.00
33a	LS	LAGERSTROEMIA SPECIOSA - QUEEN CRAPE MYRTLE	25 GAL, STD, 1.5-2 INCH CAL, 8-10 FT HT, 4-5 FT SPR	EACH	1	\$350.00	\$350.00
66b	LL	LATANIA LODDICESII - BLUE LATAN PALM	45 GAL, 1 FT CW, 8 FT OA HT	EACH	1	\$1,000.00	\$1,000.00
41d	NF	MYRCIANTHES FRAGRANS - SIMPSON'S STOPPER	25 GAL, 4 FT CT, 10 FT HT, STD	EACH	6	\$350.00	\$2,100.00
Non-Rate Item	QVS	QUERCUS VIRGINIANA 'SKY CLIMBER' - LIVE OAK	3.5 IN CAL, 14 FT HT, STD, FG	EACH	3	\$1,000.00	\$3,000.00
179d		Installation and 1-yr. Establishment for Non-Rate Item: > 3 IN Caliper Native Tree		EACH	3	\$500.00	\$1,500.00
82c	TR	THRIUNAX RADIATA - FLORIDA THATCH PALM	5 FT CT, 12 FT HT, FG	EACH	7	\$750.00	\$5,250.00
84a	VN	VEITCHIA MONTGOMERYANA - MONTGOMERY PALM (DOUBLE)	25 GAL, DOUBLE, 10-12 FT OA HT	EACH	4	\$500.00	\$2,000.00
SHRUBS							
96a	CH	CHRYSOBALANUS ICACO 'HORIZONTAL' - HORIZONTAL COCO PLUM	3 GAL, 12-15 IN HT	EACH	134	\$35.00	\$4,690.00
131a	TD	TRIPSACUM DACTYLOIDES - FAKAHATCHEE GRASS	1 GAL, 18 IN HT, FULL	EACH	25	\$10.00	\$250.00
133a	ZP	ZAMIA PUMILA - COONTIE	3 GAL, 12 IN HT X 12 IN SPR	EACH	40	\$35.00	\$1,400.00
104a	FG	FICUS MICROCARPA 'GREEN ISLAND' - FICUS GREEN ISLAND	3 GAL, 12 IN HT X 12 IN SPR	EACH	209	\$25.00	\$5,225.00
130b	TF	TRIPSACUM FLORIDANUM - DWARF FAKAHATCHEE GRASS	3 GAL, 16 IN HT	EACH	45	\$25.00	\$1,125.00
GROUND COVERS							
112a	LD	LANTANA DEPRESSA - FLORIDA LANTANA	1 GAL, 12 IN HT X 12 IN SPR	EACH	165	\$10.00	\$1,650.00
Non-Rate Item	SP	SPATHOGLOTTIS PLICATA 'PURPLE' - PURPLE GROUND ORCHID	3 GAL, 12 IN HT X 12 IN SPR	EACH	70	\$12.00	\$840.00
179b		Installation and 1-yr. Establishment for Non-Rate Item: 3 gallon groundcover		EACH	70	\$20.00	\$1,400.00
IRRIGATION							
146c		1/2 INCH POP UP SPRAY	REPLACE EXISTING 6 INCH POP UP HEADS IN SAME LOCATION ONLY WHERE SHRUBS/GROUNDCOVER REPLACE EXISTING TURF (QTY ESTIMATED)	EACH	25	\$75.00	\$1,875.00
ABBREVIATION KEY: CAL=CALIPER, CT=CLEAN TRUNK, FG=FIELD GROWN, FT=FEET, GAL=GALLON, HT=HEIGHT, IN=INCH, OA=OVERALL, SPR=SPREAD, STD=STANDARD							
						TOTAL PROJECT ESTIMATED COST	\$34,730.00

Notes:
1. St. Augustine SOD was installed at completion of the roadway project (FPID 441721-1-52-01) and will remain outside of planting beds. Remove all existing sod within proposed bedlines.
2. Irrigation was installed at completion of the roadway project (FPID 441721-1-52-01). Minor adjustments are required per these plans.

SECTION: 86020000
PERMIT: 437903-3-52-01
COUNTY: Broward
STATE RD: 5

EXHIBIT E
RESOLUTION

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the DEPARTMENT and the AGENCY.

Please see attached

(To be provided by the Agency)



CERTIFICATION

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 16th day of December, 2024
[Signature] City Clerk

RESOLUTION NO. 24-255

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AND AUTHORIZING A FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR INSTALLATION AND MAINTENANCE OF LANDSCAPE IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD 5 (FEDERAL HIGHWAY/US-1), AND PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale, Florida ("City") wishes to enter into a Landscape Maintenance Memorandum of Agreement ("MMOA") with the Florida Department of Transportation ("FDOT") for the installation and maintenance of landscape improvements within the right-of-way on State Road 5 (Federal Highway/US-1); and

WHEREAS, FDOT removed the landscaping within the median islands at the intersection of US1/Federal Highway and Sunrise Boulevard, also known as Searstown, as part of a roadway project to add an additional southbound lane through the intersection; and

WHEREAS, the City requested that FDOT replace the removed landscaping at this major intersection; and

WHEREAS, FDOT agreed to replace the landscaping and coordinated with the City regarding the design; and

WHEREAS, FDOT will install landscaping within the medians of State Road 5 (Federal Highway/US-1) from north of NE 9th Street to NE 7th Avenue in accordance with the plans and specifications of the MMOA; and

WHEREAS, FDOT requires municipalities to enter into a Landscape Maintenance Memorandum of Agreement for the maintenance of landscape improvements within FDOT right away that includes the requirement of the City to be responsible for all maintenance of landscaping and cost for providing irrigation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

RESOLUTION NO. 24-255

PAGE 2

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves and authorizes execution of a Florida Department of Transportation District Four Landscape Maintenance Memorandum of Agreement for the installation and maintenance of landscape improvements within the right-of-way on State Road 5 (Federal Highway/US1).

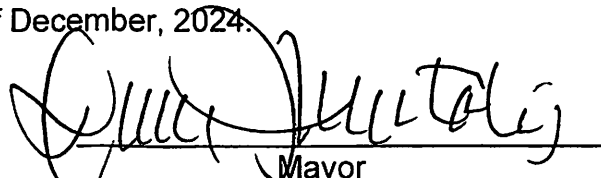
SECTION 2. That the Office of the City Attorney shall review and approve as to form all documents prior to their execution.

SECTION 3. That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.


SECTION 4. That if any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, the remainder of this Resolution shall not be affected thereby, but shall remain in full force and effect.

SECTION 5. That this Resolution shall be in full force and effect upon its adoption.

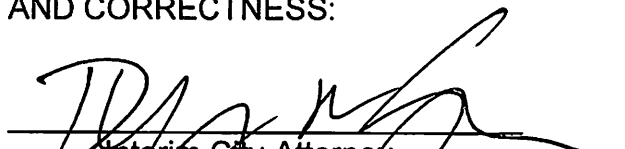
ADOPTED this 3rd day of December, 2024.


Mayor
DEAN J. TRANTALIS

ATTEST:


City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:
AND CORRECTNESS:


Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis Yea

John C. Herbst Yea

Steven Glassman Yea

Pamela Beasley-Pittman Yea

Ben Sorensen Yea