

#24-0094

TO:

Honorable Mayor & Members of the

Fort Lauderdale City Commission

FROM:

Greg Chavarria, City Manager

DATE:

May 7, 2024

TITLE:

Resolution Approving a Landscape Maintenance Memorandum of Agreement for State Road 842 with the Florida Department of Transportation for Improvements

within the Right-of-Way of State Road 842 - (Commission District 2)

Recommendation

Staff recommends the City Commission adopt a resolution approving and authorizing the execution of a Landscape Maintenance Memorandum of Agreement for State Road 842 (Broward Blvd) with the Florida Department of Transportation, in substantially the form attached, for improvements within the right-of-way of State Road 842 (Broward Boulevard) between Mile Post 5.798 to Mile Post 5.911.

Background

The City of Fort Lauderdale (City) will enter into a Landscape Maintenance Memorandum of Agreement (MMOA) (Exhibit 1) with the Florida Department of Transportation (FDOT) for the purpose of the City maintaining the landscape improvements within the right-of-way on State Road 842 (Broward Boulevard). The MMOA includes provisions allowing the City to construct additional landscape improvements or to modify an improvement on State Road 842 (Broward Blvd) from Mile Post 5.798 to Mile Post 5.911, in accordance with the plans attached as Exhibits "A" and "B" to the agreement. These landscape improvements and attached plans are part of the City's Police Headquarters construction project. Approval of this resolution will allow the proposed landscape improvements to be constructed.

Resource Impact

There is no fiscal impact associated with this action.

Strategic Connections

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are United.

Attachments

Exhibit 1 – Landscape Maintenance Memorandum of Agreement

Exhibit 2 – Location Map

Exhibit 3 - Resolution

Prepared by: Morgan Dunn, Program Manager, Transportation and Mobility

Department Director: Ben Rogers, Transportation and Mobility

CONSENT AGENDA PUBLIC COMMENT

CONSENT AGENDA

Approval of the Consent Agenda

Approve the Consent Agenda

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

CONSENT MOTION

CM-1 24-0463

Motion Declaring the Lauderdale Air Show on Fort Lauderdale Beach, Scheduled for May 11, 2024 - May 12, 2024, as a Public Purpose Special Event and Creating a Temporary Exemption Relating to the Sale, Possession and Consumption of Alcohol at the Event - (Commission District 2)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

CM-2 24-0451

Motion Authorizing Execution of An Agreement Ancillary to Revocable License Agreement, Between Chief Real Estate LLC and the City of Fort Lauderdale - (Commission District 4)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

CONSENT RESOLUTION

CR-1 24-0321

Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2024 - Appropriation - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

CR-2 24-0094

Resolution Approving a Landscape Maintenance Memorandum of Agreement with the Florida Department of Transportation for Improvements within the Right-of-Way of State Road 842 - (Commission District 2)

ADOPTED

SECTION: 86006000

PERMIT: 2023-L-491-00004

COUNTY: Broward STATE RD: 842

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

	THIS	AGREEN	JEN 1	Γ, made a	ind e	ntered into	this	_ day	of		20_	,
by	and	between	the	STATE	OF	FLORIDA	DEPARTMENT	r OF	TRANS	PORTA	TION,	а
cor	npone	ent agenc	y of t	the State	of F	lorida, here	inafter called the	DEP	ARTME	NT and t	he CI1	Υ
OF FORT LAUDERDALE, a municipal corporation, existing under the Laws of Florida, hereinafter									er			
cal	ed th	e AGENC	Υ.	•	•	•	•					

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Road 842 (Broward Boulevard) 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 AGENCY seeks to install by permit and maintain certain new landscape improvements within the right of way of State Road 842 (Broward Boulevard), 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 which may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other nonstandard hardscape (if applicable), but excluding standard concrete sidewalk, and agree 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, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the traveled way and improvements made to the traveled way that was made at the request of the AGENCY; 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. 24-82, dated May 7th, 2021, attached hereto as Exhibit "D" 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 to 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 AGENCY shall install and agrees to maintain the *landscape improvements* described herein 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 **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, any site amenities such as landscape accent lighting, bike racks, fountains, tree grates, decorative free-standing walls, and/or sidewalk, median and/or roadway specialty surfacing such as concrete pavers, stamped colored concrete and/or stamped colored asphalt (also known as patterned pavement).

- (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA). All plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, Florida Grades and Standards for Nursery Stock; and all trees shall meet Florida Power & Light, Right Tree, Right Place, South Florida.
- (b) Trees and palms within the right of way shall be installed and pruned to prevent encroachment to roadways, lateral offsets, and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and Exhibit "C", the Maintenance Plan.
- (c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI), Part A-300.
- (d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, Standards and Specifications for Turf and Landscape Irrigation Systems.
- (e) The AGENCY shall provide the FDOT Local Operation Center accurate as-built plans of the irrigation system so if in the future there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible. (See paragraph (g) for contact information.)
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the AGENCY'S responsibility to obtain a permit for such work through the local Operations Center (see paragraph (g) below) and the AGENCY

- shall be responsible for all associated fees for the installation and maintenance of these utilities.
- (g) The AGENCY shall provide the local FDOT Operation Center, located at Broward Operations, 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309, (954) 776-4300), a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the landscape improvements.
- (h) All specialty surfacing shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement institute (ICPI)*.
- (i) All activities, including landscape improvements installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the Manual on Uniform Traffic Control (MUTCD) and FDOT Standard Plans for Road Construction, 102-XXX series, Maintenance of Traffic.
- (j) The most current edition of FDOT Design Manual, Section 212.11 and Exhibits 212.4 through 212.7 regarding clear sight triangles at intersections must be adhered to.
- (k) Clear Zone Lateral Offset and as specified in the *FDOT Design Manual*, Chapter 215 must be adhered to.
- (I) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- (m) If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday, off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the landscape improvements. The DEPARTMENT'S Public Information Officer (see telephone number in paragraph (g) for Operation Center) shall also be notified.
- (n) The AGENCY shall be responsible for ensuring no impacts to utilities will occur within the landscape improvement limits before construction commences.
- (o) The AGENCY shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 Highway Beautification and Landscape Management, in the FDOT Guide to Roadside Mowing and Maintenance Management System, and Exhibit "C", the Maintenance Plan for maintenance activities for landscape improvements.

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 solely responsible for all maintenance and/or damage to any FDOT installed sidewalks directly attributable to AGENCY maintained trees or other 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 (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 plant materials; 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 and including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plant materials in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free vear-round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the nonstandard 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 associated for the landscape improvements including any impact and/or connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining AGENCY'S responsibility.

The AGENCY shall be directly responsible for impact and connection fees.

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

If at any time after the AGENCY has undertaken the landscape improvements installation and/or maintenance responsibility 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, to place 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:

- (a) Maintain the landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and/or
- (b) 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.

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 day notice to remove said landscape improvements at the 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 landscape improvements rights of ways identified as a result of this document, 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) 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 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 right of way identified in **Exhibit "A"** of this Agreement that the AGENCY shall be responsible for maintaining 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. 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.

10. AGREEMENT TERM

- (a) The term of this Agreement commences upon execution by all parties and shall remain in effect for as long as the improvements shall exist, or until this Agreement is terminated by either party in accordance with Paragraph 9.
- (b) If the DEPARTMENT chooses to cancel the landscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated, if any.

11. 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 the DEPARTMENT with 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. The AGENCY and DEPARTMENT shall be named as 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) day 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.

12. 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.

13. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

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 will/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 in part, without the prior written 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 jurisdictional venue. 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

19. LIST OF EXHIBITS

The following Exhibits are attached hereto and incorporated herein to this Agreement:

Exhibit A: Landscape Improvements Maintenance Boundaries

Exhibit B: Landscape Improvement Plans

Exhibit C: Maintenance Plan for Landscape Improvements

Exhibit D: Resolution

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

AGENCY		
David R. Soloman, City Clerk (SEAL)		CITY OF FORT LAUDERDALE By: Lucius Dean J. Trantalis, Mayor and J. Trantalis, Mayor and J. Trantalis, Mayor and J. Trantalis, Mayor and J. Acting City Manager and J. Ansbro, City Attorney Approved as to form: Thomas J. Ansbro, City Attorney By: Lucius By: Luci
STATE OF FLORIDA DEPARTMENT OF TRANSPORTA	ΓΙΟΝ	
By: Transportation Development Di	rector	
Attest:Executive Secretary	(SE	AL)
Legal Review	Date	
Office of the General Counsel		

SECTION:

86006000

PERMIT:

2023-L-491-00004

COUNTY: Brow

Broward

EXHIBIT A

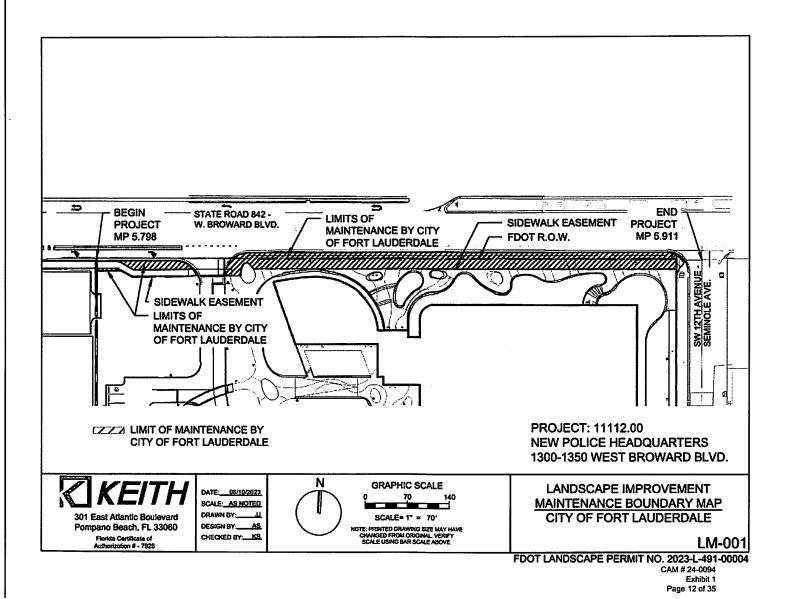
LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

State Road 842 (Broward Boulevard) from M.P. 5.798 to M.P. 5.911 (SW 12th Avenue/ Seminole Way)

II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:

See attached map



SECTION: 86006000

PERMIT: 2023-L-491-00004

COUNTY: Broward STATE RD: 842

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

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

Please see attached plans prepared by: Paul Weinberg, RLA

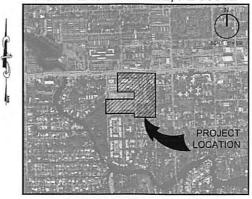
Keith and Associates

Date: June 14, 2023

FDOT LANDSCAPE PERMIT

FORT LAUDERDALE POLICE **HEADQUARTERS**

1300-1350 W BROWARD BLVD FORT LAUDERDALE, FL 33312



		INDEX OF SHEETS
Sheet Identification	Sheet Identification	Sheet Title
1	LC-000	COVER
2	LC-001	AERIAL MAP
-3	LD-100	TREE DISPOSITION PLAN -
4	LH-001	HARDSCAPE NOTES, LEGEND & SCHEDULE
5	UH-101	HARDSCAPE PLAN
6	LH-102	HARDSCAPE PLAN
7	LH-501	HARDSCAPE DETAILS
- 8	LH-502	HARDSCAPE DETAILS
- 9	LH-503	HAROSCAPE DETAILS
10	LH-504	HARDSCAPE DETAILS
11	LP-001	PLANTING NOTES & SCHEDULE
12		FDOT CLEAR SIGHT LINE EXHIBIT-
13	LP-101	PLANTING PLAN
14	LP-102	PLANTING PLAN
15	LP-501	PLANTING DETAILS
16	LP-502	PLANTING DETAILS
17	LI-101	IRRIGATION PLAN
18	LI-102	PRIGATION PLAN
19	LI-501	PRIGATION DETAILS

LOCATION MAP

SECTION 09, TOWNSHIP 50 S, RANGE 42 E FOLIO #504209010070

OT SPECIFICATIONS AND DESIGN STANDARD HIDERES.

JONESHING STANDARD PASS.

FORTIS Quasimone of Temporation, FY 20223 Standard Plans for Annal or

Construction and asplicable Series Reviews (RN) are available at the following

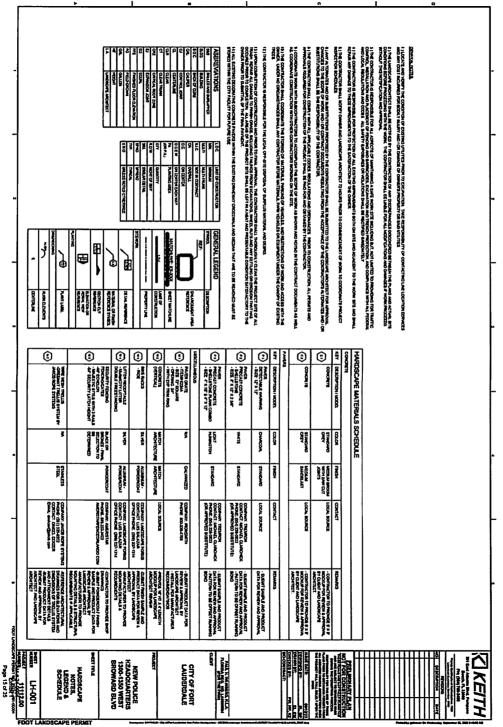
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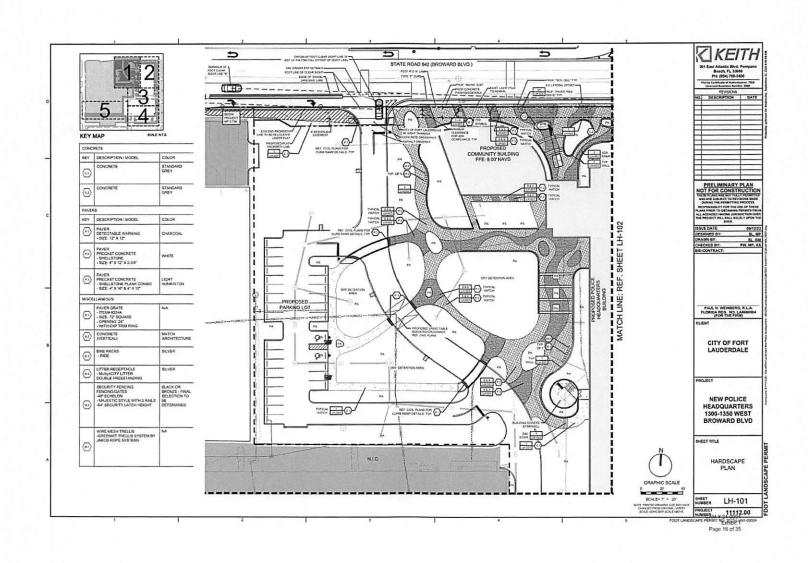


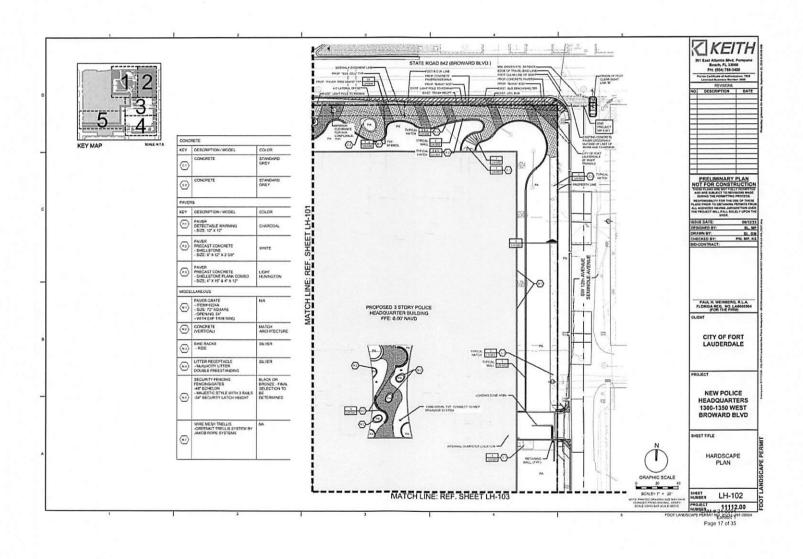
PREPARED FOR: CITY OF FORT LAUDERDALE 100 N ANDREWS AVE. FORT LAUDERDALE, FLORIDA 33301

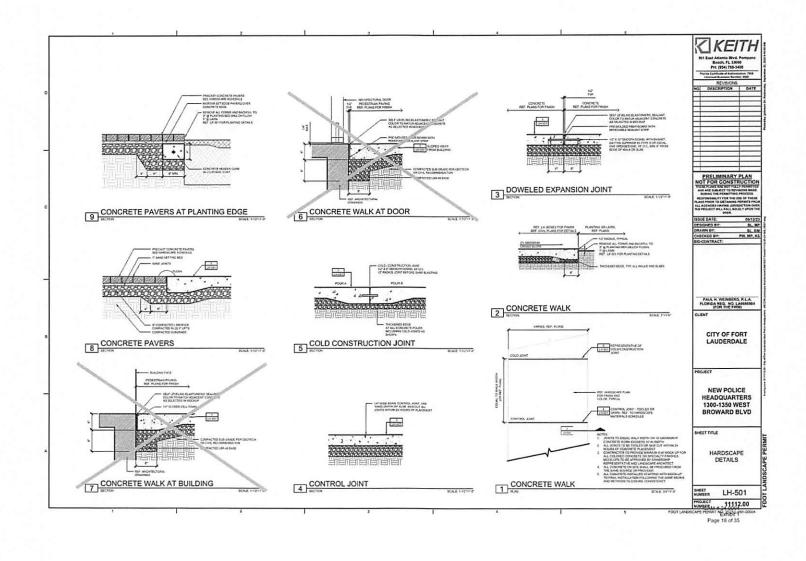


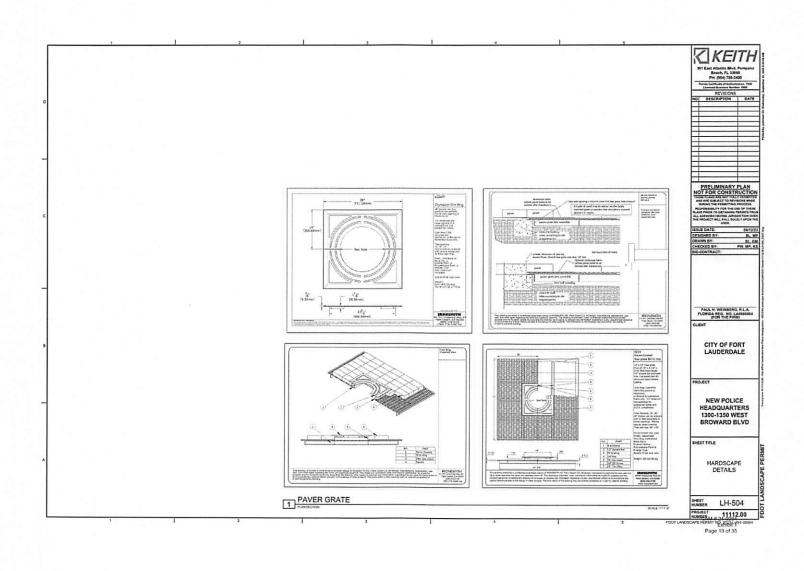




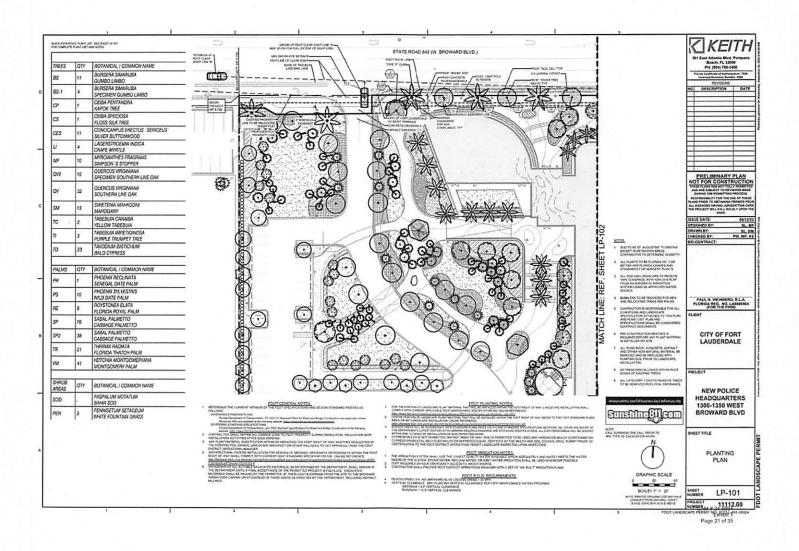


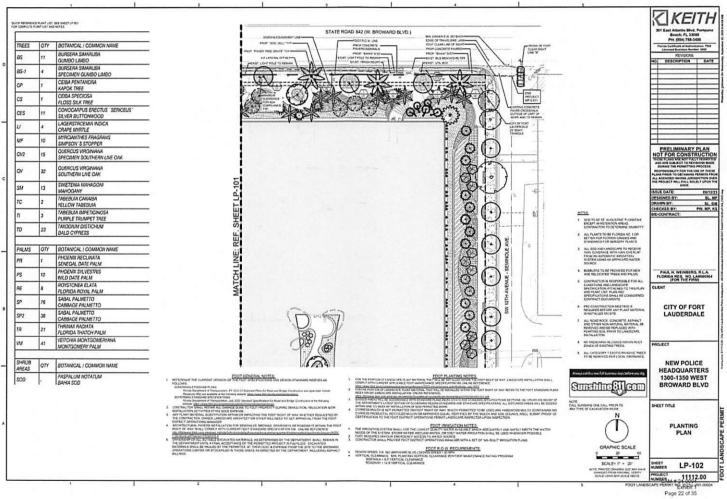


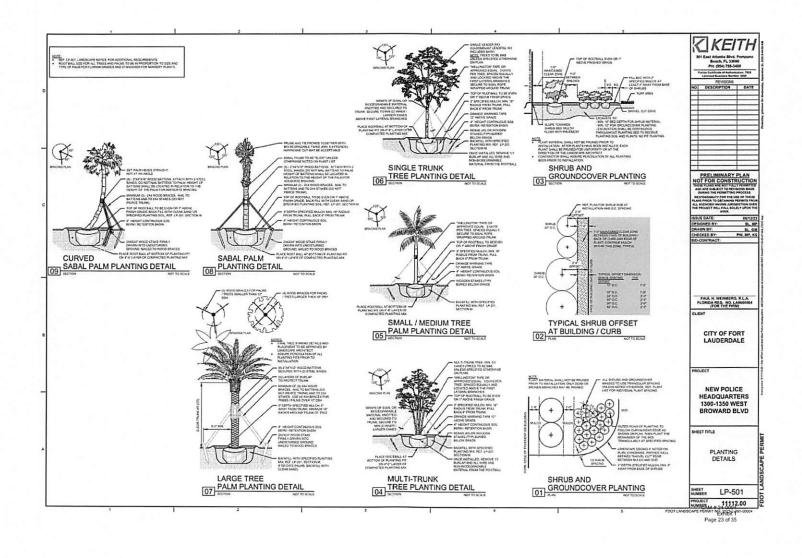


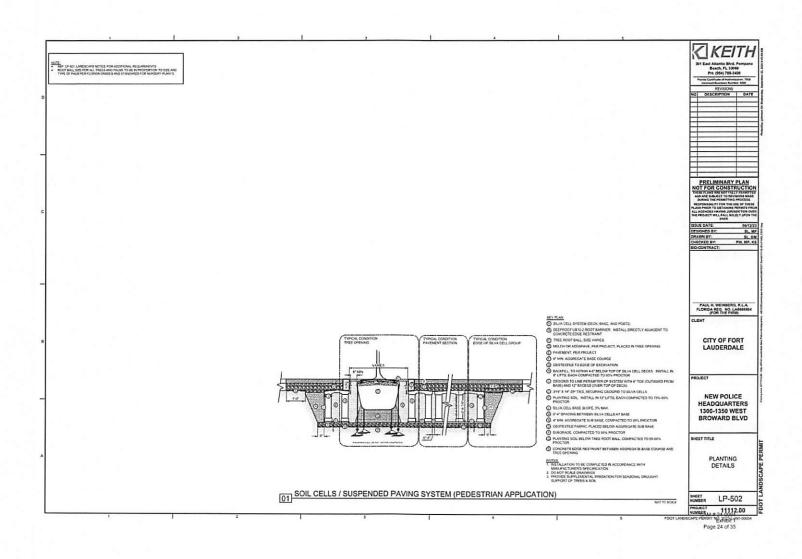


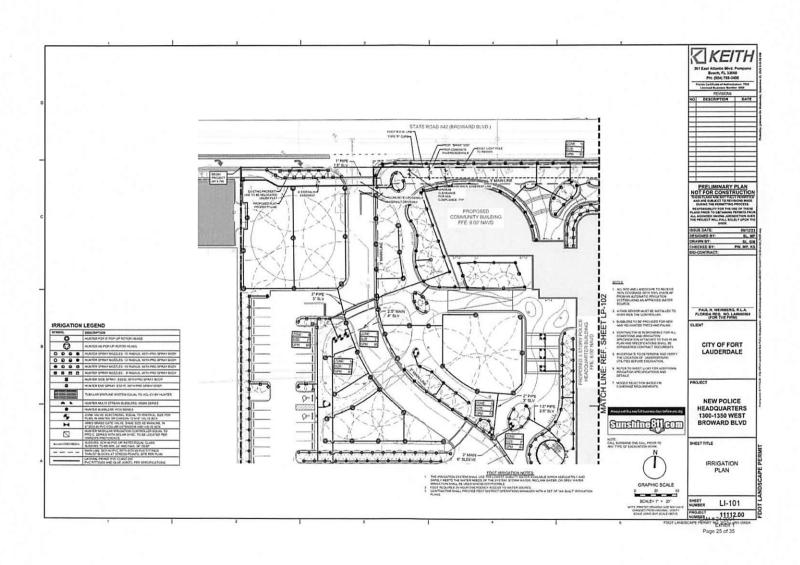
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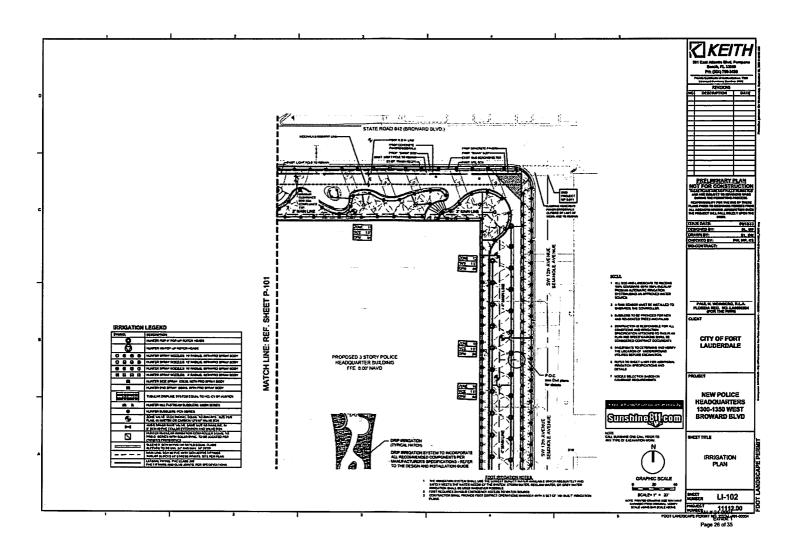


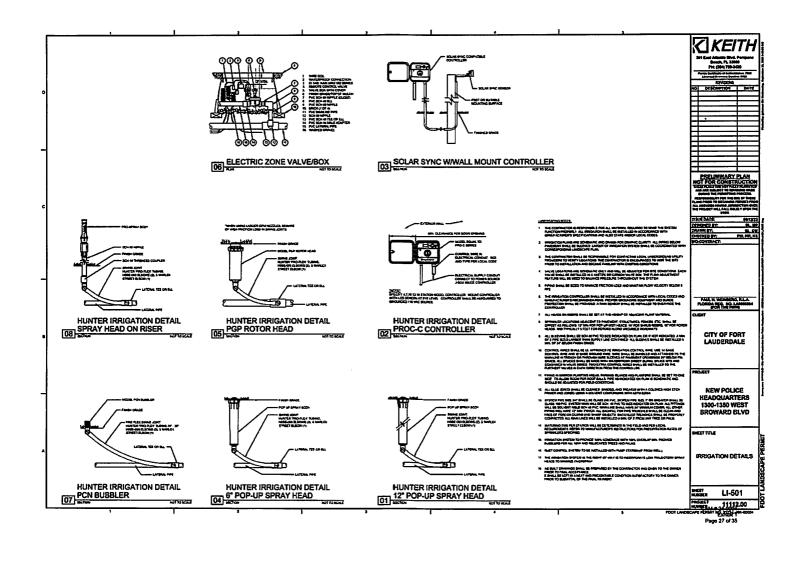












SECTION: 86006000

PERMIT: 2023-L-491-00004

COUNTY: Broward STATE RD: 842

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

MAINTENANCE PLAN Landscape Improvements

Project State Road No(s): State Road 842 from (M.P. 5.798) to Seminole Ave (M.P. 5.911)

Permit or FM No(s): 2023-L-491-00004

RLA of Record: Paul Weinberg

Maintaining Agency: City of Fort Lauderdale

Date: July 21, 2023

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) (IF APPLICABLE)

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. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

- 1. All canopy trees are intended to be maintained at mature height and spread.
- 2. Remove suckering growth from base and clear trunk areas on single trunked trees on a quarterly basis.
- 3. To maintain the intended appearance of palms, apply a specialized palm fertilizer per manufactures specified rate.
- 4. All Palms shall only have dead fronds removed, do not remove any green fronds.
- 5. Groundcover and shrubs lateral growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Also, maintain a 6" setback from foliage to the back of curb, pavement, and/or sidewalk.
- 6. Groundcovers and shrubs shall be maintained at the following vertical heights:
 - Pennisetum setaceum (White Fountain Grass) at mature height do not trim.
- 7. Inspect monthly to always maintain full ground coverage for shrubs and sod.
- 8. To maintain the aesthetic appearance and safety of the concrete pavers they shall be cleaned on a twice-yearly basis to prevent mold, dirt, oil, and gum build up. Concrete pavers shall be inspected on a monthly basis for the aesthetic appearance and safety conditions and address any issues occurring by repairing or replacing in those specific locations.
- 9. Inspect the irrigation system performance on a monthly basis to ensure the system's pressure is providing adequate coverage and clean or replace any irrigation nozzles that are not properly functioning.
- 10. Evaluate plant material on a monthly basis for pests and diseases. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.

REFERENCES (4-27-20)

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up-to-date information.

Accessible Sidewalk (ADA) http://www.access-board.gov/guidelines-and-standards/streets-sidewalks

Americans with Disabilities Act (ADA) (ADAAG) http://www.ada.gov/2010ADAstandards_index.htm

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

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, Florida Grades and Standards for Nursery Plants 2015 http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection

Florida Department of Community Affairs (DCA), Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A http://www.floridabuilding.org/fbc/workgroups/Accessibility Code Workgroup/Documentation/CHAPT ER 11 w fla specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation*http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm

Florida Department of Transportation, FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf

Florida Department of Transportation, FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf

Florida Department of Transportation, FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width Requirements, Table 215.2.2 Lateral Offset Criteria (for Trees) http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf

Florida Department of Transportation, FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones http://www.fdot.gov/design/standardplans/current/IDx/102-600.pdf

Department of Transportation, Landscape Architecture Website www.MyFloridaBeautiful.com

Florida Department of Transportation, Maintenance Rating Program Handbook http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm

Florida Department of Transportation Outdoor Advertising Database http://www2.dot.state.fl.us/rightofway/

Florida Exotic Pest Plant Council Invasive Plant Lists http://www.fleppc.org/list/list.htm

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

Florida Power and Light (FPL), Plant the Right Tree in the Right Place http://www.fpl.com/residential/trees/right tree right place.shtml

SECTION:

86006000

PERMIT: COUNTY:

2023-L-491-00004

STATE RD: 842

Broward

EXHIBIT D

RESOLUTION

This Exhibit forms an integral part of the DISTRICT FOUR (4) HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

(To be provided by City)



CERTIFICATION

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 City of Fort Lauderdale, Florida, this the City of City Clerk

RESOLUTION NO. 24-82

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR MAINTENANCE MEMORANDUM LANDSCAPE AGREEMENT WITH THE FLORIDA DEPARTMENT OF AND TRANSPORTATION. FOR INSTALLATION MAINTENANCE OF LANDSCAPE IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD 842 (BROWARD BOULEVARD); 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 842; and

WHEREAS, the landscape improvements will be installed in accordance with the plans and specifications of the MMOA; and

WHEREAS, because State Road 842 is an FDOT right-of-way, authorization for this work must be permitted by FDOT; and

WHEREAS, FDOT requires municipalities to enter into a Landscape Maintenance Memorandum of Agreement for the maintenance of landscape improvements;

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

<u>SECTION 1</u>. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves and authorizes the execution of the State of 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 842 (Broward Boulevard).

<u>SECTION 2</u>. That the Office of the City Attorney shall review and approve as to form all documents prior to their execution by the City Manager or their designee.



CERTIFICATION

i cerility this to be a true and correct
concy of the record of the City of Fort
Landardala, Florida.

WINNERSEH my hand and official seal of
the City of Fort Landardale, Florida, this
the day of City of Coty
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PAGE 2

RESOLUTION NO. 24-82

<u>SECTION 3</u>. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

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

ADOPTED this 7th day of May, 2024.

Mayor DEAN J. TRANTALIS

ATTEST:

City Clerk

DAVID R. SOLOMAN

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

THOMAS J. ANSBRO

Dean J. Trantalis Yea

John C. Herbst Yea

Steven Glassman Yea

Pamela Beasley-Pittman Yea

Warren Sturman Yea



COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM



Today's Date: <u>05/16/2024</u>

DOCUMENT TITLE: RESOLUTION APPROVING A LANDSCAPE MAINTENANCE MEMORANDUM AGREEMENT FOR STATE ROAD 842 WITH FDOT FOR IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD 842- (COMMISSION DISTRICT 2)

COMM. MTG. DATE: <u>5/7/24</u> CAM #: <u>24-0094</u> ITEM #: <u>CR-2</u> CAM attached: ⊠YES □NO					
Routing Origin: CAO Router Name	/Ext: Meralis C/5106 Action Summary attached: ⊠YES □NO				
CIP FUNDED: ☐ YES ☒ NO	Capital Investment / Community Improvement Projects defined as having a life of at east 10 years and a cost of at least \$50,000 and shall mean improvements to real property land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.				
1) City Attorney's Office: Document	s to be signed/routed? YES NO # of originals attached: 1				
Is attached Granicus document Final?					
Date to CCO: 05/23/24 Kimberly Cunningham Mosley Attorney's Name Initials					
2) City Clerk's Office: # of originals:	1 Routed to: Donna V./Amber C./CMO Date: _05/24/24				
3) City Manager's Office: CMO LOG	8#:MAY 15 Document received from: CCD 5 24 D				
Assigned to: SUSAN GRANT LAURA REECE	BEN ROGERS				
LAURA REECE as CRA	Executive Director				
APPROVED FOR S. GRANT'S SIG	SNATURE N/A FOR S. GRANT TO SIGN				
PER AACM: PER AACM: L. Reece (Initial/Date) PER AACM: B. Rogers (Initial/Date) PENDING APPROVAL (See comments below) Comments/Questions:					
Forward _1 _ originals to _ Mayor \(\times \text{CCO} Date:					
4) Mayor/CRA Chairman: Please sign seal (as applicable) Date:	n as indicated. Forward <u>1</u> originals to CCO for attestation/City				
5) City Clerk: Scan original and forwa	ards 1 originals to: Meralis Celetti /CAO/Suite 1605/x.5106				
Attach X certified Reso # YES NO Original Route form to Meralis C.					