

**SCW** CM-6 24-0175 Motion Approving and Authorizing the Execution of a Revocable License with RELATED FATVILLAGE, LLC, for Temporary Right-of-Way Closures on Sistrunk Boulevard and NW 1st Avenue Associated with the Gallery at Flagler Village Development Located at 600 N Andrews Avenue - (Commission District 2)

APPROVED

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

**RBD** CM-7 24-0194 Motion Approving Partial Release of Declaration of Unity of Title - (Commission District 2)

APPROVED

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

**PGB** CM-8 24-0075 Motion Approving a Municipal Elections Agreement with the Broward County Supervisor of Elections for the November 5, 2024, Regular Municipal Election - (Commission Districts 1, 2, 3 and 4)

APPROVED

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

#### CONSENT RESOLUTION

**KCM** CR-2 24-0005 Resolution Approving a Landscape Maintenance Memorandum of Agreement for State Road 84 (SE 24th Street) with the Florida Department of Transportation for Landscape Improvements within the Right of Way of State Road 84 (SE 24th Street) and an Assumption of Liability and Hold Harmless Agreement with FLL Hospitality LLLP - (Commission District 4)

24-25

ADOPTED

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

**RBD** CR-3 24-0049 Resolution Authorizing the Execution of a Sovereignty Submerged Lands Easement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida / BOT FILE NO. 060363966 -South New River Canal - (Commission Districts 1, 2, 3 and 4)

24-26

ADOPTED



**CITY OF FORT LAUDERDALE**  
**City Commission Agenda Memo**  
**REGULAR MEETING**

**#24-0005**

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**TO:** Honorable Mayor & Members of the Fort Lauderdale City Commission

**FROM:** Greg Chavarria, City Manager

**DATE:** February 6, 2024

**TITLE:** Resolution Approving a Landscape Maintenance Memorandum of Agreement for State Road 84 (SE 24<sup>th</sup> Street) with the Florida Department of Transportation for Landscape Improvements within the Right-of-Way of State Road 84 (SE 24<sup>th</sup> Street) and Assumption of Liability and Hold Harmless with FLL Hospitality, LLLP - **(Commission District 4)**

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**Recommendation**

Staff recommends the City Commission adopt a resolution approving and authorizing the execution of a Landscape Maintenance Memorandum of Agreement for State Road 84 (SE 24<sup>th</sup> Street) with the Florida Department of Transportation for improvements within the right-of-way of State Road 84 (SE 24<sup>th</sup> Street) between Mile Post 19.667 to Mile Post 19.686 and an Assumption of Liability and Hold Harmless Agreement, in substantially the form attached, with FLL Hospitality, LLLP (Aloft Hotels).

**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 84 (SE 24<sup>th</sup> Street) from Mile Post 19.667 to Mile Post 19.686, in accordance with the plans attached as Exhibits "A" and "B" to the agreement. The Assumption of Liability and Hold Harmless Agreement (Agreement) between the City and the permit holder, FLL Hospitality LLLP, passes the costs associated with the MMOA to FLL Hospitality, LLLP. FLL Hospitality, LLLP agrees to assume the City's obligation to maintain the improvements installed by them, in the right of way in accordance with the Agreement.

**Resource Impact**

There is no fiscal impact associated with this action.

**Strategic Connections**

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Public Places Focus Area

- Goal 3: Build a healthy and engaging community
- Objective: Enhance the City's identity through public art, well maintained green spaces, and streetscapes

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready

**Attachments**

Exhibit 1 - Maintenance Memorandum of Agreement

Exhibit 2 - Assumption of Liability and Hold Harmless Agreement

Exhibit 3 - Location Map

Exhibit 4 - Resolution

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

Department Director: Ben Rogers, Transportation and Mobility

**RESOLUTION NO. 24-25**

**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 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 84 (SE 24TH STREET), AND AN ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT WITH FLL HOSPITALITY LLLP, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS, the City of Fort Lauderdale, Florida ("City") wishes to enter into a Landscape Maintenance Memorandum of Agreement ("MMA") with the Florida Department of Transportation ("FDOT") for the installation and maintenance of landscape improvements within the right-of-way on State Road 84 (SE 24<sup>th</sup> Street); and**

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

**WHEREAS, because State Road 84 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; and**

**WHEREAS, the City and the current owner of the property, FLL Hospitality LLLP, have agreed to enter into an Assumption of Liability and Hold Harmless Agreement, which passes the maintenance responsibility and costs associated with the MMA to FLL Hospitality LLLP and wherein FLL Hospitality LLLP agrees to assume and hold the City harmless from any obligations under the proposed MMA pertaining to any improvements installed in the right-of-way by FLL Hospitality LLLP.**

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

**SECTION 1. 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**

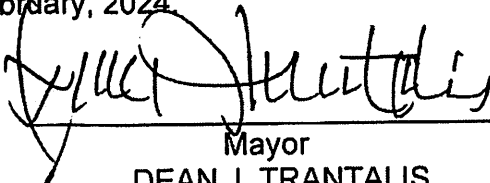
maintenance of landscape improvements within the right-of-way on State Road 84 (SE 24<sup>th</sup> Street).

**SECTION 2.** That the Assumption of Liability and Hold Harmless Agreement between the City and FLL Hospitality LLLP is hereby approved, and the City Commission of the City of Fort Lauderdale, Florida, authorizes execution of the Assumption of Liability and Hold Harmless Agreement.


**SECTION 3.** That the Office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

**SECTION 4.** That this Resolution shall be in full force and effect upon its adoption.

ADOPTED this 6<sup>th</sup> day of February, 2024

  
\_\_\_\_\_  
Mayor  
DEAN J. TRANTALIS

ATTEST:

  
\_\_\_\_\_  
City Clerk  
DAVID R. SOLOMAN

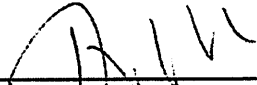
Dean J. Trantalis      Yea

John C. Herbst      Yea

APPROVED AS TO FORM  
AND CORRECTNESS:

Steven Glassman      Yea

Pamela Beasley-Pittman      Yea

  
\_\_\_\_\_  
City Attorney  
THOMAS J. ANSBRO

Warren Sturman      Yea

Prepared by and return to:

Keith & Associates, Abby Sutton  
301 E Atlantic Blvd  
Pompano Beach, FL 33060

Folio Number: 504215017970

**ASSUMPTION OF LIABILITY AND  
HOLD HARMLESS AGREEMENT**

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT (“Assumption Agreement”) is entered into this 19 day of March, 2024, by and between:

**FLL HOSPITALITY, LLLP**, a Florida limited liability limited partnership, whose principal address is 2450 Quantum Boulevard, Boynton Beach, FL 33426 (“OWNER”)

and

**CITY OF FORT LAUDERDALE**, a Florida municipality having a principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 (“CITY” or “City”).

**R E C I T A L S**

WHEREAS, OWNER is the owner of a parcel of land legally described in Exhibit “A” attached hereto and made a part hereof (the “Property”); and

WHEREAS, the Property is located on State Road 84/Southeast 24<sup>th</sup> Street (hereinafter referred to as “SR 84”), within a right-of-way, which is under the jurisdiction of the State of Florida Department of Transportation Highway System (“FDOT”); and

WHEREAS, certain landscape and streetscape improvements are proposed to be installed in the right-of-way of SR 84 (hereinafter referred to as “Improvements”); and

WHEREAS, the Improvements are proposed to be installed within the right-of-way between Mile Post 19.667 to Mile Post 19.686) (the “Improvement Area”); and

WHEREAS, in order to permit the Improvements to be constructed in the FDOT right-of-way, FDOT requires the City to enter into an agreement entitled “State of Florida Department of Transportation District Four Landscape Maintenance Memorandum of Agreement” (“Agreement”) which is attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, the terms and conditions are set forth in the Agreement and impose responsibility for maintenance of the Improvements; and

WHEREAS, as a condition to executing the Agreement, OWNER shall agree to assume all liability, obligations and responsibility under the Agreement and agree to indemnify and hold harmless the City from any and all liability under the Agreement only for the Improvements; and

WHEREAS, OWNER shall not be obligated to assume any maintenance responsibilities with respect to the City's Improvements; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, OWNER and the City hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein.
2. **Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

*City Manager* means CITY's Chief Executive Officer, its City Manager, or his or her designee.

*City Engineer* means the City Engineer (Urban Design Engineer) for the CITY, or the City Engineer's designee. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the City Engineer. For the purposes hereof, the CITY Engineer's designee shall be the Urban Design Engineer.

*Day(s).* In computing any period of time expressed in day(s) in this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

*Effective Date* means the effective date of this Assumption Agreement, which shall be the date upon which both (i) this Agreement is executed by the proper corporate officials for OWNER and the CITY and (ii) the Agreement is executed by FDOT and the City.

*Person* means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

**3. Compliance and Default.** OWNER agrees to assume any and all liability and responsibility for performance under the Agreement except that OWNER shall not be liable for any improvements and work done by the City or third parties, unless OWNER provides written

consent to such improvements. OWNER hereby agrees to abide by and comply with each and every term and condition set forth in the Agreement and this Assumption Agreement and failure to so comply shall constitute a default under this Assumption Agreement. Any acts or omissions by OWNER or OWNER's contractors, agents or employees that are not in compliance with the terms and conditions of the Agreement shall constitute a default under this Assumption Agreement. The Agreement is incorporated into this Assumption Agreement as if fully set forth herein.

#### **4. Indemnification and Hold Harmless.**

(a) OWNER shall protect, defend, indemnify and hold harmless the CITY, its officers, elected officials, volunteers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses charged or incurred, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Agreement and this Assumption Agreement, conditions contained therein, the location, construction, repair, maintenance use or occupancy by OWNER of the Improvements, or the breach or default by OWNER of any covenant or provision of the Agreement or this Assumption Agreement, except for any occurrence arising out of or resulting from the intentional torts or negligence of the CITY, its officers, elected officials, volunteers, agents and employees. However, this exception shall not be deemed a waiver of the City's sovereign immunity. Without limiting the foregoing, any and all such charges, claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Improvements by OWNER or others, including but not limited to costs, charges and other expenses charged or incurred, including reasonable attorney's fees and costs actually incurred or liabilities arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Agreement and this Assumption Agreement, or any actual violation of any applicable and known statute, ordinance, administrative order, rule or regulation or decree of any court by OWNER, is included in the indemnity.

(b) OWNER further agrees that upon delivery of proper and timely notice of violations under the Agreement it shall investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense. The City shall retain the right to select counsel of its own choosing as deemed appropriate. This indemnification shall survive termination, revocation or expiration of the Agreement and this Assumption Agreement and shall cover any acts or omissions occurring during the term of the Agreement and this Assumption Agreement.

**5. Insurance.** At all times during the term of the Agreement and this Assumption Agreement, OWNER, at its expense, shall keep or cause to be kept in effect the insurance coverages for the Improvements set forth in the Agreement and OWNER shall cause such coverage to be extended to CITY as an additional insured and shall furthermore provide Certificates of Insurance to CITY at least fourteen (14) days prior to the commencement of the Agreement and annually thereafter on the anniversary date of the policies.



## **6. Removal of Improvements and Restoration of Improvement Area.**

(a) Except as may otherwise be expressly provided herein, it is agreed that upon termination of the Agreement, in whole or in part, OWNER shall remove all or any part of the Improvements in accordance with the terms and conditions of the Agreement, and OWNER shall restore the right of way and any impacted public utilities to conditions acceptable to FDOT. Such removal and restoration shall be at OWNER's sole cost and expense. In the event OWNER fails to begin to remove all or any part of the Improvements contemplated herein with thirty (30) days after written demand by FDOT or CITY, the CITY is hereby authorized to remove the Improvements that interfere with the easement rights or the public's use of dedicated rights-of-way and restore the right of way and any public utilities to conditions acceptable to FDOT, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by OWNER.

(b) In the event OWNER fails to remove the Improvements and CITY finds it necessary to remove the Improvements in accordance with the foregoing, then the total expense incurred by the CITY in removing the Improvements and the reasonable administrative costs associated therewith shall be considered a special assessment and lien upon the Property. OWNER consents to and grants the City the right to place a lien on the Property. OWNER shall have sixty (60) days from the date of the statement of the total expenses incurred by the CITY and the administrative costs associated therewith within which to pay or contest to the CITY the full amount due. Failure to timely pay the amount due or serve upon the CITY Manager a written letter contesting the statement of assessed expenses and administrative costs after an adequate review of no less than sixty (60) days will result in the matter being scheduled before the CITY Commission for consideration of and adoption of a Resolution assessing against the Property the expenses and administrative costs associated with the CITY's removal of the Improvements. The Resolution may also impose a special assessment lien against the Property for the expenses and costs so assessed. A Notice of the Special Assessment assessed by the CITY Commission for the unpaid expenses and costs as stated above shall be recorded with the CITY Clerk and in the Public Records of Broward County, Florida. The assessed expenses and costs and the lien provided for herein may be foreclosed in the manner provided by law. Any lien filed pursuant to this Agreement shall be subordinate to any mortgages/construction financing obtained for any portion of the Project, whether the mortgage/construction financing obtained before or after the Claim of Lien is recorded.

**7. Event of Default; Remedy.** In the event the OWNER fails to perform or violates any of the terms or conditions of the Agreement or this Assumption Agreement or is in breach or default in any term or condition thereof, the City shall notify OWNER of the specific failure or violation of this Assumption Agreement or the Agreement in writing and OWNER shall thereafter have a period of thirty (30) days to cure any such failure or violation to the City's reasonable satisfaction (an "Event of Default"). Upon an Event of Default, the City has the right 1) to take any equitable action to enforce the terms and conditions of the Agreement or this Assumption Agreement, it being stipulated by the parties that since the Agreement and this Assumption Agreement deal with the right to use public easements and rights-of-way of FDOT used for a governmental purpose, a violation or breach of any term or condition of the Agreement or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is

no adequate remedy at law or 2) take such curative action that was required to be taken by the OWNER under the Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER, in which case OWNER shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions associated with the Improvements. OWNER shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

**8. Emergencies.** If an emergency situation arises with respect to the Agreement or the Assumption Agreement where the Improvement Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone or email notice to OWNER's Contact Person. If, following that notice, OWNER fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure or resolve the emergency from OWNER in accordance with provisions hereof. For the purposes of this Section, OWNER's Contact Person shall be Robert J. Guarini, telephone number (561) 783-1405; and e-mail address: [hospitalitygp@aol.com](mailto:hospitalitygp@aol.com). In the event the OWNER's Contact Person or any other information pertaining to the OWNER's Contact Person shall change, such change shall be provided to the CITY Engineer and the CITY's Director of the Transportation and Mobility Department, in writing.

**9. Damage to Public Property.** In the event the use, operation, maintenance, repair, construction, demolition or reconstruction of the Improvements cause(s) any damage whatsoever to any other public property, then OWNER shall be responsible for the cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

**10. Notices.**

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in the Agreement or this Assumption Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as OWNER may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY:           Greg Chavarria  
                              City Manager  
                              City Fort Lauderdale  
                              101 NE 3<sup>rd</sup> Avenue, Suite 1430  
                              Fort Lauderdale, Florida 33301

With copy to:        Thomas J. Ansbro  
                              City Attorney  
                              City of Fort Lauderdale  
                              1 East Broward Blvd., Suite 1605  
                              Fort Lauderdale, Florida 33301

With a copy to:     Transportation and Mobility Director  
                              City of Fort Lauderdale  
                              290 N.E. 3<sup>rd</sup> Avenue  
                              Fort Lauderdale, Florida 33301

AS TO OWNER: FLL Hospitality, LLLP  
ATTN: Robert Guarini  
2450 Quantum Boulevard  
Boynton Beach, FL 33436

(c) As to activities under Paragraph 8, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 8, Emergencies.

**11. Independent Contractor.** As between CITY and OWNER, OWNER is an independent contractor under this Assumption Agreement. In providing such services, neither OWNER nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to OWNER or OWNER's agents any authority of any kind to bind CITY in any respect whatsoever.

**12. Joint Preparation.** Each party and its counsel have participated fully in the review and revision of this Assumption Agreement and acknowledge that the preparation of this Assumption Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Assumption Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**13. Interpretation of Agreement; Severability.** This Assumption Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Assumption Agreement or the application of the remainder of the provisions, shall not be affected. Rather, this Assumption Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Assumption Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this Assumption Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Assumption Agreement, unless otherwise expressly provided. All terms and words used in this Assumption Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

**14. Successors.** This Assumption Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns. It is intended that this Assumption Agreement and the rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

**15. No Waiver of Sovereign Immunity.** Nothing contained in this Assumption Agreement is intended to serve as a waiver of sovereign immunity by the City to which sovereign immunity may be applicable.

**16. Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Assumption Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**17. Non-Discrimination.** OWNER shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Assumption Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**18. Records.** Each party shall maintain its own respective records and documents associated with this Assumption Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes as applicable, and any resultant award of attorney's fees for non-compliance with that law.

**19. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Assumption Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**20. Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Assumption Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Assumption Agreement shall not be deemed a waiver of such provision or modification of this Assumption Agreement. A waiver of any breach of a provision of this Assumption Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Assumption Agreement.

**21. Governing Law.** This Assumption Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Assumption Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Assumption Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Assumption Agreement, CITY and OWNER hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to the Agreement or this Assumption Agreement or any acts or omissions in relation thereto.

**22. Recording.** This Assumption Agreement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by OWNER. OWNER shall record this Assumption Agreement with attached exhibits and a copy of the recorded Assumption Agreement shall be provided to City and filed with the City Clerk's Office.

**23. Term.** This Assumption Agreement shall continue in full force and effect until such time as the Agreement becomes null and void by removal of the Improvements, by operation of law or in accordance with the terms of the Agreement, or is terminated by a court order or mutual agreement between OWNER, FDOT and CITY and no obligations lying thereunder survive such termination.

**24. Assignment.** OWNER may assign this Assumption Agreement without the prior written consent of the City to a transferee of the fee simple interest in the Property or to an owner responsible for the common areas of the Property (including a condominium association, homeowner's association or property owner's association), with written notice to the City of such assignment and delivery of a copy of the written assumption of responsibilities executed by the assignor and recorded in the Public Records of Broward County, Florida.

**25. Police Power.** Nothing herein shall be construed as a waiver of the City's police power. OWNER shall comply with the City's codes, ordinances and regulations with respect to installation and construction of the Improvements. OWNER shall construct operate and maintain the Improvements in compliance with all health, sanitary, fire, zoning and building code requirements and any other governing authority with jurisdiction over the Improvement Area and Improvements.

**26. No Property Rights.** OWNER expressly acknowledges that pursuant to the terms hereof, it gains no property right through this Assumption Agreement or the Agreement to the continued possession or use of the Improvements within the Improvement Area.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the undersigned does hereby warrant that they are authorized to enter into this Assumption Agreement by OWNER and the CITY OF FORT LAUDERDALE.

WITNESSES:

OWNER:

[Signature]  
(Witness #1 Signature)

FLL HOSPITALITY, LLLP, a Florida Limited Partnership

JIMMY LEWIS  
(Print Name)

By: FLL HOSPITALITY, INC., a Florida corporation its General Partner

[Signature]  
(Witness #2 Signature)

By: [Signature]  
Robert J. Guarini, President

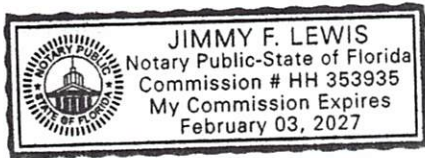
ISAQUE OLIVEIRA  
(Print Name)

ACKNOWLEDGEMENT

STATE OF FLORIDA :  
COUNTY OF PAIM BEACH :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13 day of FEBRUARY, 2024, by Robert J. Guarini as President of FLL Hospitality, Inc., a Florida corporation, the General Partner of FLL Hospitality, LLLP, a Florida Limited Partnership.

(SEAL)



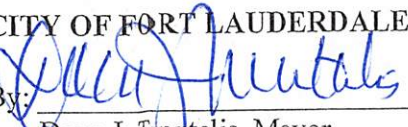
[Signature]  
Notary Public, State of FLORIDA  
(Signature of Notary taking Acknowledgment)

JIMMY F. LEWIS  
Print, Type of Stamp Commissioned Name  
Of Notary Public


Personally Known  OR Produced Identification \_\_\_  
Type of Identification Produced \_\_\_\_\_

AS TO CITY:

CITY OF FORT LAUDERDALE

By:   
Dean J. Trantalis, Mayor

19 day of March, 2024

By:   
Greg Chavarria, City Manager

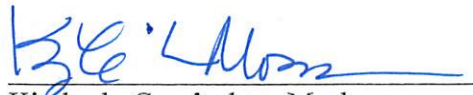
for 19 day of March, 2024



ATTEST:

  
David R. Solomon, City Clerk

Approved as to form and correctness:  
Thomas J. Ansbro, City Attorney

  
Kimberly Cunningham Mosley  
Assistant City Attorney



STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19<sup>th</sup> day of March, 2024, by Dean J. Trantalis, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)



*Lynette LaShawn McIntosh*

Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

Lynette LaShawn McIntosh

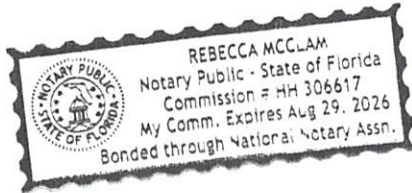
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:  
4/19/2024

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8<sup>th</sup> day of March, 2024, by Greg Chavarria, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)



*Rebecca McLam*

Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: August 29, 2026

*Susan Grant  
Asst. City Mgr.*

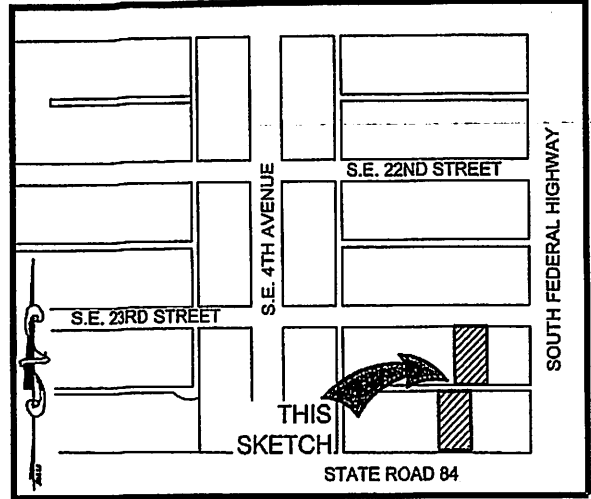
**Exhibit A**

**Legal Description and Sketch**

m.d.o.k

**LEGEND:**

- B.C.R. BROWARD COUNTY RECORDS
- BK. BOOK
- CHK. CHECKED
- D.C.R. DADE COUNTY RECORDS
- DWNG. DRAWING
- N/A NOT APPLICABLE
- NO. NUMBER
- NW NORTHWEST
- O.R.B. OFFICAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SE SOUTHEAST
- S.R. STATE ROAD



**LOCATION MAP:**  
NOT TO SCALE

**LEGAL DESCRIPTION:**

ALL OF LOTS 3 AND 4, AND LOT 21, LESS THE SOUTH 25 FEET THEREOF, AND LOT 22, LESS THE SOUTH 25 FEET THEREOF, ALL IN BLOCK 130, PLAT OF LAUDERDALE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 9, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

LESS THOSE LANDS CONDEMNED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION UNDER THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 18091, PAGE 727, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

**SURVEY NOTES:**

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
3. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
4. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. BEARINGS AS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF BLOCK 130, PLAT OF LAUDERDALE, P.B. 2, PG. 9, D.C.R. WITH A BEARING OF S88°24'41"W.

**CERTIFICATION:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON DECEMBER 5, 2023 MEETS THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS

DONALD A. SPICER  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION NO. 4677  
STATE OF FLORIDA  
(FOR THE FIRM)



Digitally signed  
by DONALD A  
SPICER  
Date:  
2023.12.07  
14:57:42-05'00'

**SKETCH & DESCRIPTION**

LOTS 3 AND 4, AND  
PORTIONS OF LOTS 22 AND 23  
BLOCK 130  
PLAT OF LAUDERDALE  
PLAT BOOK 2, PAGE 9, D.C.R.

CITY OF FT. LAUDERDALE, BROWARD COUNTY, FLORIDA



301 EAST ATLANTIC BOULEVARD  
POMPAN0 BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@KEITHteam.com LB NO. 6860

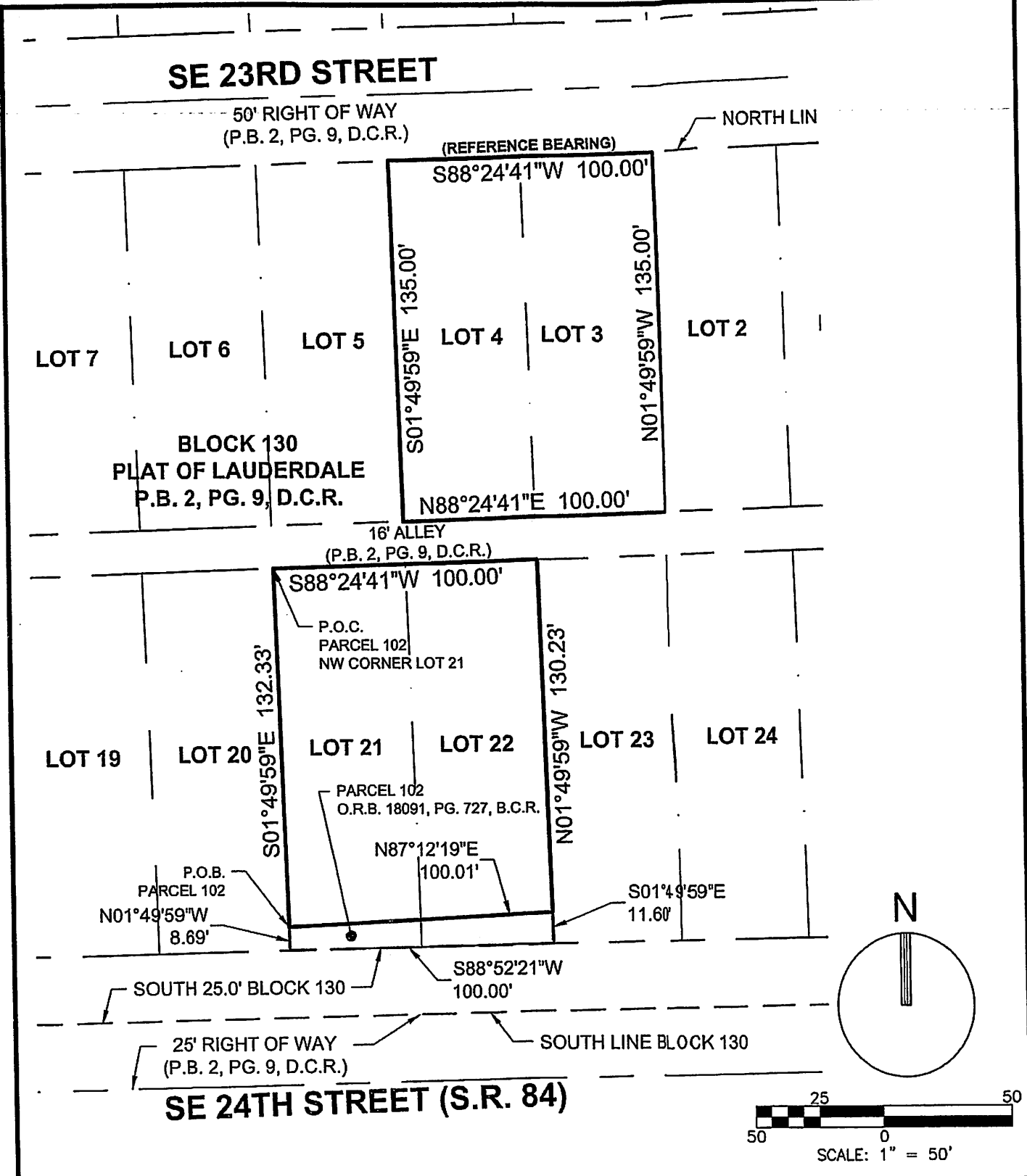
SHEET 1 OF 2

DRAWING NO. 11269.00 504215017970 SKD

DATE	12/05/23
SCALE	N/A
FIELD BK.	N/A
DWNG. BY	DDB
CHK. BY	DAS

DATE	REVISIONS

CCM # 24.0005



**SKETCH & DESCRIPTION**

LOTS 3 AND 4, AND  
PORTIONS OF LOTS 22 AND 23  
BLOCK 130  
PLAT OF LAUDERDALE  
PLAT BOOK 2, PAGE 9, D.C.R.

CITY OF FT. LAUDERDALE, BROWARD COUNTY, FLORIDA

**KEITH**

301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 11269.00 504215017970 SKD

DATE 12/05/23

SCALE AS SHOWN

FIELD BK. N/A

DWNG. BY DDB

CHK. BY DAS

DATE	REVISIONS

**Exhibit B**

**State of Florida Department of Transportation District  
Four Landscape Maintenance Memorandum of Agreement**

SECTION No.: 86080000  
Permit No.: 2021-L-491-00004  
COUNTY: Broward  
S.R. No.: 84

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

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the STATE OF 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 SR 84 (SE 24<sup>th</sup> Street) as part of the State Highway System as described in Exhibit "A"; and

WHEREAS, the AGENCY seeks to install by permit and maintain certain landscape improvements within the right of way of SR 84 (SE 24<sup>th</sup> Street) as described within Exhibit "B"; and

WHEREAS, as part of the continual updating of the State of Florida 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" attached hereto and incorporated by reference herein, within the corporate limits of the AGENCY; 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 travelway and improvements made to the travelway 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. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so; and

**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, fountain, tree grates, decorative free standing wall, 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 ( I ) 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 ( I ) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.

- (g) 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)*.
- (h) 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*.
- (i) 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.
- (j) Clear Zone Lateral Offset and as specified in the *FDOT Design Manual, Chapter 215* must be adhered to.
- (k) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- (l) The AGENCY shall provide the local FDOT Operation Center located at Broward Operations, 5548 N.W. 9<sup>th</sup> Avenue, Fort 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.
- (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 Operation Center Public Information Officer (see telephone number in Paragraph ( l )) shall also be notified.
- (n) The AGENCY shall be responsible to clear all utilities 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 travelway 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 travelway to the right of way and/or areas within the travelway containing specialty surfacing. 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 travelway 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 year-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 travelway 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. NOTICE OF MAINTENANCE DEFICIENCIES

A. 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:

- (1) Maintain the landscape improvements or any part thereof, with the 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 8 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.

#### 5. 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.

#### 6. 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.

## 7. 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.

## 8. AGREEMENT TERM

- (a) The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.
- (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.

## 9. 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. 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.

#### 10. 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.

#### 11. 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.

#### 12. 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.

### 13. 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.

### 14. 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.

### 15. 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.

### 16. 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:

State of Florida  
Department of Transportation  
3400 West Commercial Blvd.  
Attn: Bann Williams, RLA  
District IV Landscape Architect

If to the AGENCY:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
Attn: Christopher J. Lagerbloom  
City Manager

### 17. LIST OF EXHIBITS

Exhibit A: Landscape Improvements Maintenance Boundaries  
Exhibit B: Landscape Improvement Plans  
Exhibit C: Maintenance Plan for Landscape Improvements

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

AGENCY

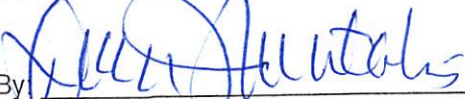
ATTEST:

  
David R. Soloman, City Clerk

(SEAL)



CITY OF FORT LAUDERDALE

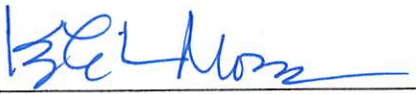
By:   
Dean J. Trantalis, Mayor

19 day of March, 2024

By:   
Greg Chavarria, City Manager

for sign day of March 2024

Approved as to form:  
Thomas J. Ansbro, City Attorney

By:   
Kimberly Cunningham Mosley, Esq.  
Assistant City Attorney

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Transportation Development Director

Attest: \_\_\_\_\_ (SEAL)  
Executive Secretary

Legal Review

Date

\_\_\_\_\_  
Office of the General Counsel

**SECTION No.:** 86080000  
**Permit No.:** 2021-L-491-00004  
**COUNTY:** Broward  
**S.R. No.:** 84

**EXHIBIT A**

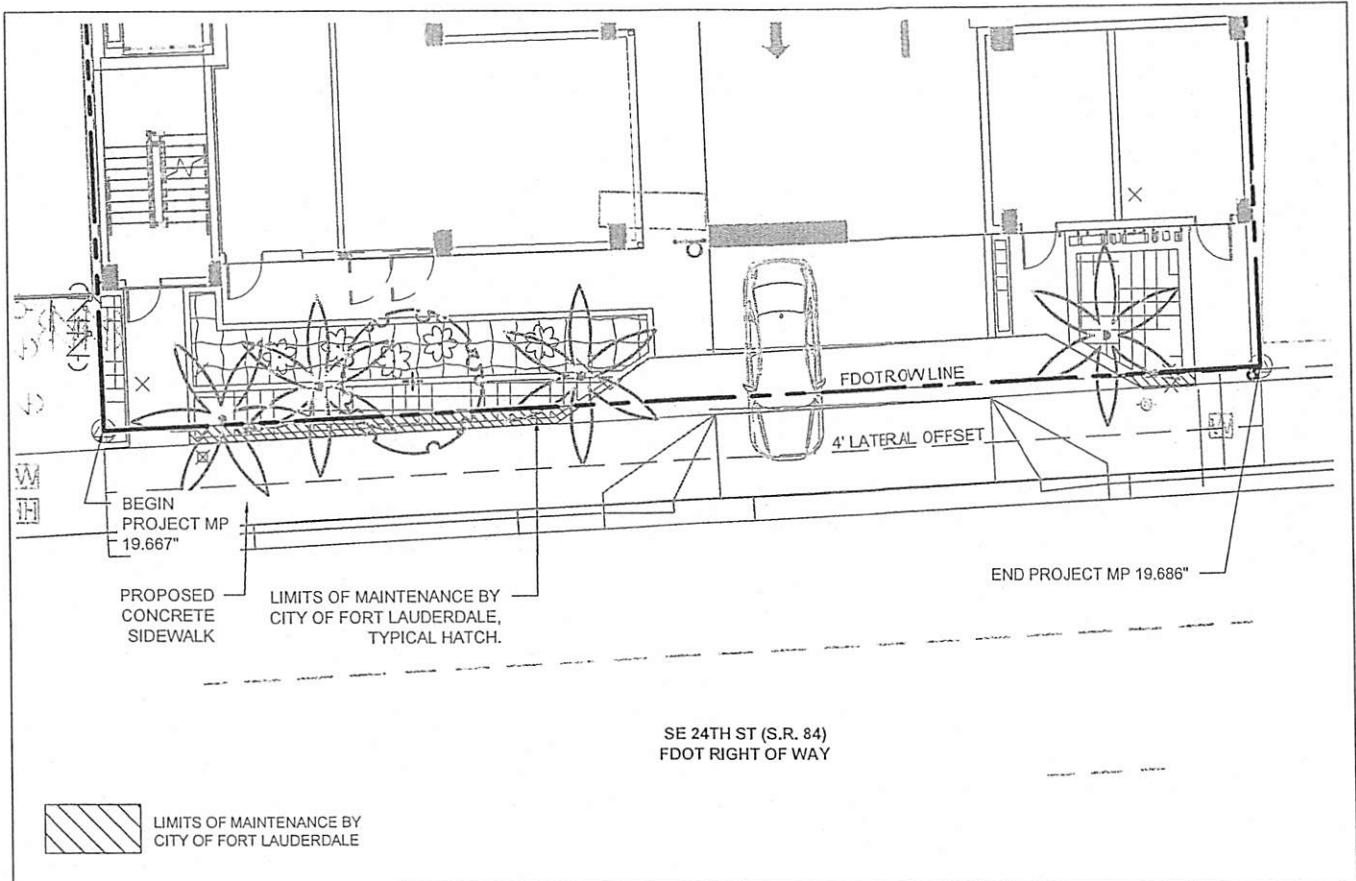
**LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES**

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

State Road 84 / S.E. 24<sup>th</sup> Street from M.P. 19.667 to M.P. 19.686

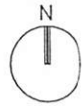
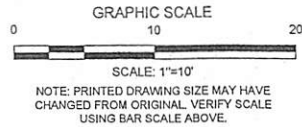
II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:

*Please see attached map*



**KEITH**  
 301 East Atlantic Boulevard  
 Pompano Beach, FL 33060  
 Florida Certificate of  
 Authorization # - 7928

DATE: 08/31/2021  
 SCALE: AS NOTED  
 DRAWN BY: VM, BJ  
 DESIGN BY: AS, PW  
 CHECKED BY: PW



LANDSCAPE IMPROVEMENT  
 MAINTENANCE BOUNDARY MAP  
 CITY OF FORT LAUDERDALE  
**LM-001**

FDOT LANDSCAPE PERMIT NO. 2021-L-491-00004

CAM # 24-0005  
 Exhibit 2  
 Page 11 of 25  
 Page 27 of 41



**SECTION No.:** 86080000  
**Permit No.:** 2021-L-491-00004  
**COUNTY:** Broward  
**S.R. No.:** 84

**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.

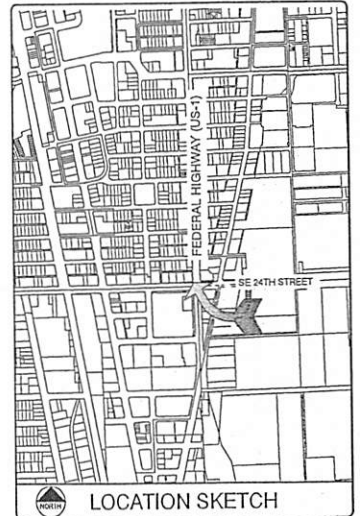
Please see attached plans prepared by: Paul Weinberg, RLA  
Keith and Associates

Date: September 2, 2021



ALOFT HOTELS  
PROJECT #11269  
COMMERCIAL DEVELOPMENT

501 SE 24TH STREET  
FORT LAUDERDALE, FLORIDA



**FEMA FLOOD ZONE:**  
THE PROPERTY IS LOCATED WITHIN FLOOD ZONE AN WITH A BASE FLOOD ELEVATION OF 8 FEET, AS SHOWN ON F.F.E.M. NO. 12011C0004. BEARING A MAP EFFECTIVE DATE OF 12/02/01.

**DESIGN SPEED = 45 MPH**

**FDOT SPECIFICATIONS AND DESIGN STANDARD INDEXES**  
 • GOVERNING STANDARD PLANS  
 FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2020-21 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IR).  
 website: <http://www.fltdot.gov/transportation/standard-plans>  
 • GOVERNING STANDARD SPECIFICATIONS  
 FLORIDA DEPARTMENT OF TRANSPORTATION, JANUARY 2020 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.  
 website: <http://www.fltdot.gov/programmanagement/implementation/spec-books>

DRAWING INDEX	
000	COVER SHEET
LM-001	LANDSCAPE MAINTENANCE EXHIBIT
LP-101	LANDSCAPE PLAN
LP-501	LANDSCAPE DETAILS
CS-101	FDOT CLEAR SIGHT LINE EXHIBIT
LI-101	IRRIGATION PLAN
LI-501	IRRIGATION DETAILS

**adache**  
group architects  
ARCHITECTURE

**KEITH**  
SURVEY, CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE

Paul  
Wein  
berg  
Digitally signed by Paul Weinberg  
Date: 2021.08.22 17:16:41 -0400

PAUL WEINBERG, P.E.  
FLORIDA REG. NO. 148888  
(FOR SEALS)



ELEVATIONS SHOWN HEREIN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 1988)

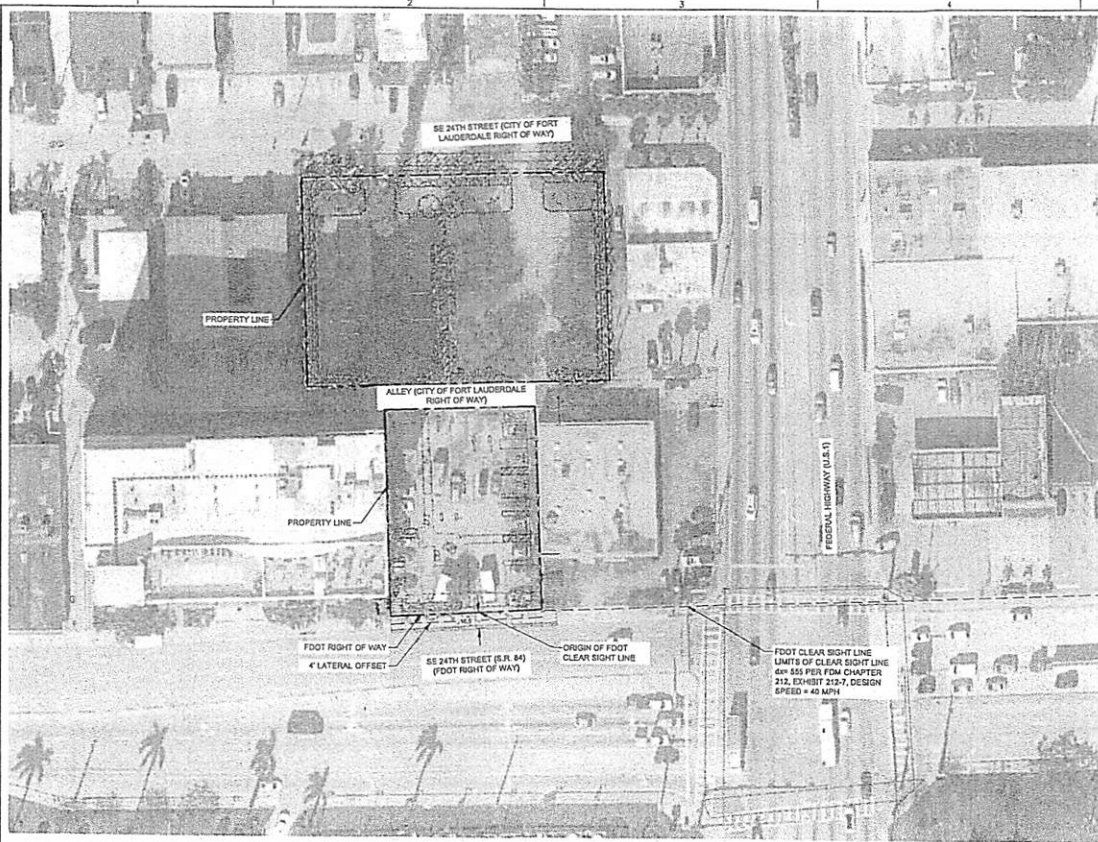
RELATIONSHIP BETWEEN  
NOV0 1929 AND NAVD 1988

DATUM	DIFFERENCE	ELEV.
NOVD 1929	+1.50 FEET	1.50'
NAVD 1988		0.00'

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 DATUM

DATE 05/24/2021  
FDOT LANDSCAPE PERMIT  
COVER SHEET 000

FDOT LANDSCAPE PERMIT NO. 2021-4-491-00004  
CAM 2.24.0005



**KEITH**  
 301 East Atlantic Boulevard  
 Pompano Beach, FL 33060  
 PH: (954) 788-3400

Florida Certificate of Authorization - 7128

REVISIONS		
NO.	DESCRIPTION	DATE

DESIGNED BY: AS, JR.  
 DRAWN BY: JH  
 CHECKED BY: KS, PM  
 ISSUE DATE: AUGUST 31, 2021  
 PROJECT NO.: 11269.00

PAUL H. WENBERG, R.L.A.  
 FLORIDA REG. NO. LA666804

**ADACHE GROUP  
 ARCHITECTS**

**ALOFT HOTEL**  
 501 SE 24TH ST  
 FORT LAUDERDALE  
 FL 33316

SHEET TITLE

**FOOT CLEAR SIGHT  
 TRIANGLE EXHIBIT**

SHEET NUMBER

**CS-101**  
 CAM 5 2021

FOOT LANDSCAPE PERMIT NO. 2021-11269-004  
 Page 14 of 25  
 Page 30 of 41

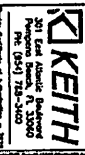


SCALE: 1"=30'  
 NOTE: PRINTED DRAWING SIZE MAY HAVE  
 CHANGED FROM ORIGINAL. VERIFY SCALE  
 USING BAR SCALE ABOVE.

FOOT LANDSCAPE PERMIT







301 East Sunrise Ave. Suite 400  
Fort Lauderdale, FL 33304  
Phone: (954) 782-3400

Project: 08-059790N DATE: 11/20/11

DESIGNED BY:	AS, SM
CHECKED BY:	RS, SM
DATE:	NOVEMBER 11, 2011
PROJECT NO.:	118283

M. H. WINTER, F.L.A.  
Professional Seal  
11/20/11

**ADACHE GROUP ARCHITECTS**

**ALOFT HOTEL**  
501 SE 24TH ST  
FORT LAUDERDALE  
FL 33316

SHEET TITLE  
**IRRIGATION PLAN**

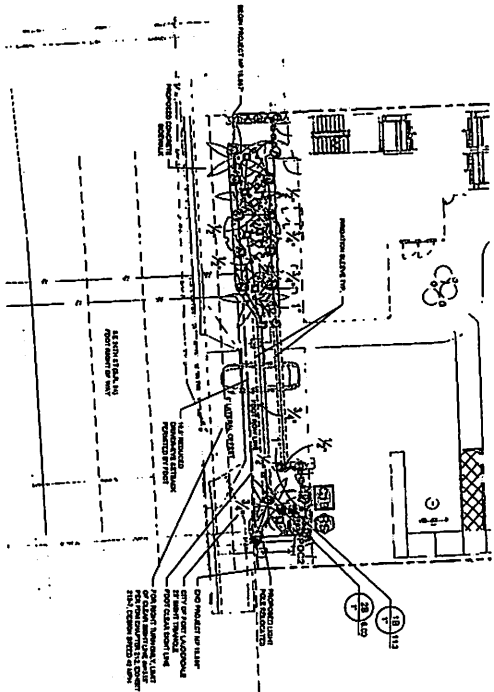
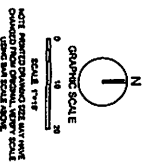
SHEET NUMBER  
**11-101**  
Page 23 of 27

**EXPLANATORY NOTES:**  
1. ALL IRRIGATION SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND SPECIFICATIONS.  
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3. ALL IRRIGATION SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND SPECIFICATIONS.  
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5. ALL IRRIGATION SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND SPECIFICATIONS.

ITEM	DESCRIPTION	QTY	UNIT
1	1/2" POLYETHYLENE GLASS REINFORCED PIPE	100	LINEAR FEET
2	1/2" POLYETHYLENE GLASS REINFORCED ELBOW	10	PIECES
3	1/2" POLYETHYLENE GLASS REINFORCED TEE	5	PIECES
4	1/2" POLYETHYLENE GLASS REINFORCED END CAP	5	PIECES
5	1/2" POLYETHYLENE GLASS REINFORCED VALVE	5	PIECES
6	1/2" POLYETHYLENE GLASS REINFORCED FITTING	10	PIECES
7	1/2" POLYETHYLENE GLASS REINFORCED GROMMET	10	PIECES
8	1/2" POLYETHYLENE GLASS REINFORCED WELDED END FITTING	5	PIECES
9	1/2" POLYETHYLENE GLASS REINFORCED WELDED END FITTING	5	PIECES
10	1/2" POLYETHYLENE GLASS REINFORCED WELDED END FITTING	5	PIECES

SYMBOL	DESCRIPTION	QTY	UNIT
1	1/2" POLYETHYLENE GLASS REINFORCED PIPE	100	LINEAR FEET
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5	1/2" POLYETHYLENE GLASS REINFORCED VALVE	5	PIECES
6	1/2" POLYETHYLENE GLASS REINFORCED FITTING	10	PIECES
7	1/2" POLYETHYLENE GLASS REINFORCED GROMMET	10	PIECES
8	1/2" POLYETHYLENE GLASS REINFORCED WELDED END FITTING	5	PIECES
9	1/2" POLYETHYLENE GLASS REINFORCED WELDED END FITTING	5	PIECES
10	1/2" POLYETHYLENE GLASS REINFORCED WELDED END FITTING	5	PIECES



**EXPLANATORY NOTES:**  
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5. ALL IRRIGATION SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND SPECIFICATIONS.

Auto Certificate of Authorization - 7523

NO.	DESCRIPTION	DATE

DESIGNED BY: **J.S. JR.**  
 DRAWN BY: **JR**  
 CHECKED BY: **K.S. JR.**  
 ISSUE DATE: **AUGUST 31, 2021**  
 PROJECT NO.: **11258.00**

**Paul Weinberg** Digitally signed by Paul Weinberg  
 Date: 2021.09.02 17:18:21 -0400

PAUL W. WEINBERG, R.L.A.  
 FLORIDA REG. NO. LA2566204

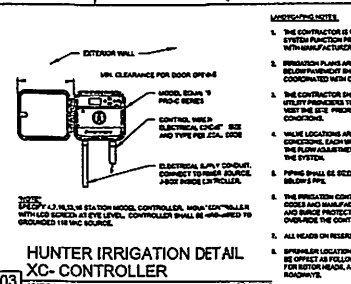
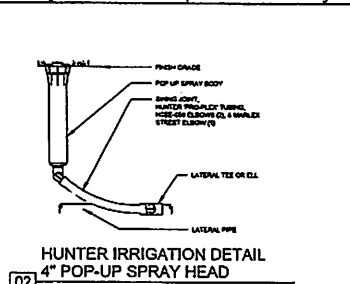
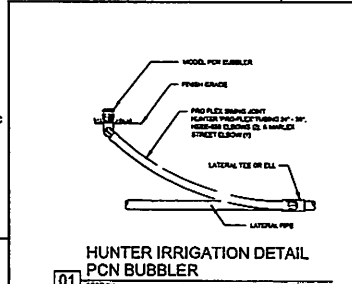
**ADACHE GROUP ARCHITECTS**

**ALOFT HOTEL**  
 501 SE 24TH ST  
 FORT LAUDERDALE  
 FL 33316

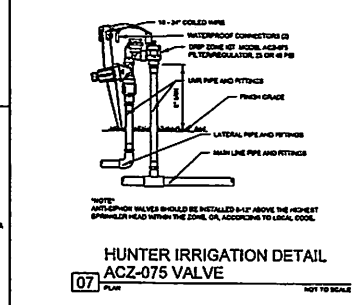
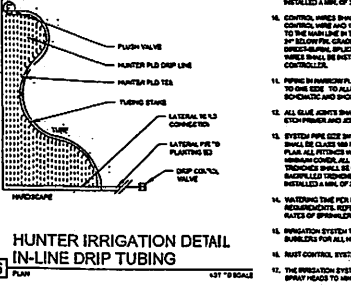
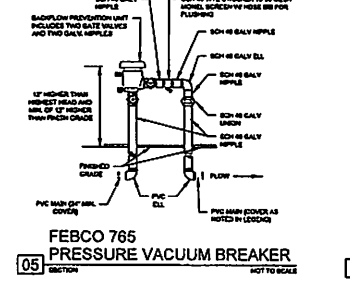
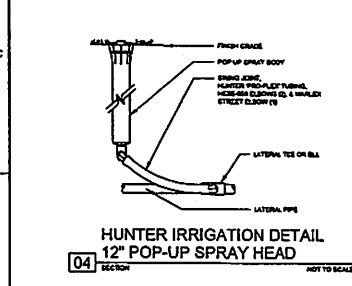
SHEET TITLE  
**IRRIGATION DETAILS**

SHEET NUMBER  
**P&M 11-501**  
 18 of 25

FDOT LANDSCAPE PERMIT



- MANUFACTURER'S NOTES**
1. THE CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS REQUIRED TO MAKE THE SYSTEM FUNCTION PROPERLY. ALL IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND ALSO STATE AND/OR LOCAL CODES.
  2. IRRIGATION PLANS ARE SCHEDULED AND DRAWN FOR CONCRETE SURFACE. ALL PIPING BELOW-GRADE SHALL BE INSTALLED IN ACCORDANCE WITH IRRIGATION SYSTEM SHALL BE COORDINATED WITH CORRESPONDING LANDSCAPE PLAN.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING LOCAL UNDERGROUND UTILITY AGENCIES TO VERIFY LOCATIONS. THE CONTRACTOR IS ENCOURAGED TO VERIFY THE EXISTENCE OF UTILITIES PRIOR TO BEGINNING WORK WITH CONCRETE.
  4. VALVE LOCATIONS ARE SCHEDULED ONLY AND SHALL BE ADJUSTED FOR SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A SHUTTER OR GARDEN-WHILE BOX. THE FLOW ADJUSTMENT FEATURE SHALL BE USED TO BALANCE PRESSURE THROUGHOUT THE SYSTEM.
  5. PIPING SHALL BE SIZED TO MINIMIZE FRICTION LOSSES AND MAINTAIN FLOW VELOCITY BELOW 5 FPS.
  6. THE IRRIGATION CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S RECOMMENDATIONS. PROPER PROTECTION AND BURIED PROTECTION SHALL BE PROVIDED. A RAIN SENSOR SHALL BE INSTALLED TO OVERSHOOT THE CONTROLLER.
  7. ALL HEADS OR RISERS SHALL BE SET AT THE HEIGHT OF ADJACENT PLANT MATERIAL.
  8. SPRINKLER LOCATIONS ADJACENT TO PAVEMENT, STRUCTURAL PEACE, ETC. SHALL BE OFFSET AS FOLLOWS: 12\"/>
  - 9. ALL RISERS SHALL BE 80# OR PVC TO BEE LOCATED IN PLAIN OR IF NOT INDICATED A MIN. OF 2\"/>
  - 10. CONTROL WIRE SHALL BE APPROVED BY IRRIGATION CONTROL WIRE. USE IN GARDEN CONTROL WIRE AND 12 GAUGE OR LARGER WIRE SHALL BE BUNDLED AND ATTACHED TO THE MAINLINE AT EACH OR THROUGH THE ELEMENT AT PREVENT CROSSING OF DIFFERENT CIRCUITS. ALL SPICES SHALL BE MADE WITH THE CORRESPONDING WIRE SHALL BE INSTALLED TO THE FUTURE VALVES BY EACH SECTION FROM THE CONTROLLER.
  - 11. PIPING IN UNDESIRABLE AREAS, FINISHING BLINDS AND PLUMBING SHALL BE SET TO ONE SIDE TO ALLOW ROOM FOR FUTURE BILLS. PIPE AS INDICATED ON PLAN IS SCHEDULED AND SHALL BE ADJUSTED FOR FIELD CONDITIONS.
  - 12. ALL BLUE PRINTS SHALL BE CLEANED, BLENDED, AND TREATED WITH A COLORED HIGH CONTRAST AND 2\"/>
  - 13. SYSTEM PIPE SIZE 3\"/>
  - 14. WAITING THE FOR STATION WILL BE DETERMINED IN THE FIELD AND PER LOCAL REQUIREMENTS. REFER TO MANUFACTURER'S INSTRUCTIONS FOR PRECIPITATION RATES OF SPRINKLER SPACES.
  - 15. IRRIGATION SYSTEM TO PROVIDE WITH OVERLAP WITH OVERLAP MIN. PROVIDE BURIED FOR ALL NEW AND RELOCATED TREES AND PALMS.
  - 16. BEST CONTROL SYSTEM TO BE INSTALLED WITH PUMP STATION IF PUMP WELL.
  - 17. THE IRRIGATION SYSTEM IN THE BACK-YARD IS TO INCORPORATE LOW-TRAJECTORY SPRAY HEADS TO IRRIGATE OVERSHADOW.
  - 18. AS-BUILT DIMENSIONS SHALL BE PROVIDED BY THE CONTRACTOR AND GIVEN TO THE OWNER PRIOR TO FINAL ACCEPTANCE. IT SHALL BE LEFT IN A GREAT AND PRECISE CONDITION SATISFACTORY TO THE OWNER PRIOR TO SUBMITTAL OF THE FINAL PAYMENT.



**SECTION No.:** 86080000  
**Permit No.:** 2021-L-491-00004  
**COUNTY:** Broward  
**S.R. No.:** 84

**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): SR 84 from M.P. 19.667 to M.P. 19.686  
Permit or FM No(s): 2021-L-491-00004  
RLA of Record: Paul Weinberg  
Maintaining Agency: City of Fort Lauderdale  
Date: September 13, 2021

---

### PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

*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.*

*The initial portion of the Maintenance Plan, Part I, describes general maintenance requirements and recommendations. The concluding section, Part II, provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.*

### 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.

### 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.

### **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.

### **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.

#### **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) TRAVELWAY 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*.

#### **HARDSCAPE (LANDSCAPE ACCENT LIGHTING) (IF APPLICABLE)**

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.

#### **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.

#### **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.

#### **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. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
2. Inspect groundcovers and shrubs on a monthly basis for maintaining full ground coverage.
3. Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. 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](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/CHAPTER\\_11\\_w\\_fla\\_specifics.htm](http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_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](http://www.MyFloridaBeautiful.com)

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

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](http://www.fpl.com/residential/trees/right_tree_right_place.shtml)

SECTION: 86080000  
PERMIT: 2021-L-491-00004  
COUNTY: Broward  
STATE RD: 84

FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT FOUR  
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 **SR 84 (SE 24<sup>th</sup> Street)** 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 landscape improvements within the right of way of **SR 84 (SE 24<sup>th</sup> Street)** as described in **Exhibit "B"**; and

**WHEREAS**, the AGENCY is agreeable to maintaining those landscape improvements within the AGENCY'S limits, including plant materials, irrigation systems and/or hardscape (such as specialty surfacing, site furnishings, or other nonstandard items (if applicable), but excluding standard concrete sidewalk). The AGENCY agrees that such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair/replacement of the specialty surfacing, 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. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, 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 9<sup>th</sup> 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.
- (l) 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. 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 year-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 in 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 AGENCY'S responsibility.

## 7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of this Agreement, identified in **Exhibit "A"**, 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"** 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 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  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
Attn: Greg Chavarria  
City Manager

#### 19. LIST OF EXHIBITS

- 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

ATTEST:

David R. Soloman  
David R. Soloman, City Clerk

(SEAL)



CITY OF FORT LAUDERDALE

By: Dean J. Trantalis  
Dean J. Trantalis, Mayor  
~~19~~ day of March, 2021

By: Greg Chavarria  
Greg Chavarria, City Manager  
24 day of March, 2021

Approved as to form:  
Thomas J. Ansbro, City Attorney

By: Kimberly Cunningham Mosley  
Kimberly Cunningham Mosley, Esq.  
Assistant City Attorney

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Transportation Development Director

Attest: \_\_\_\_\_ (SEAL)  
Executive Secretary

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Office of the General Counsel \_\_\_\_\_

**SECTION: 86080000**  
**PERMIT: 2021-L-491-00004**  
**COUNTY: Broward**  
**STATE RD: 84**

**EXHIBIT A**

**LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES**

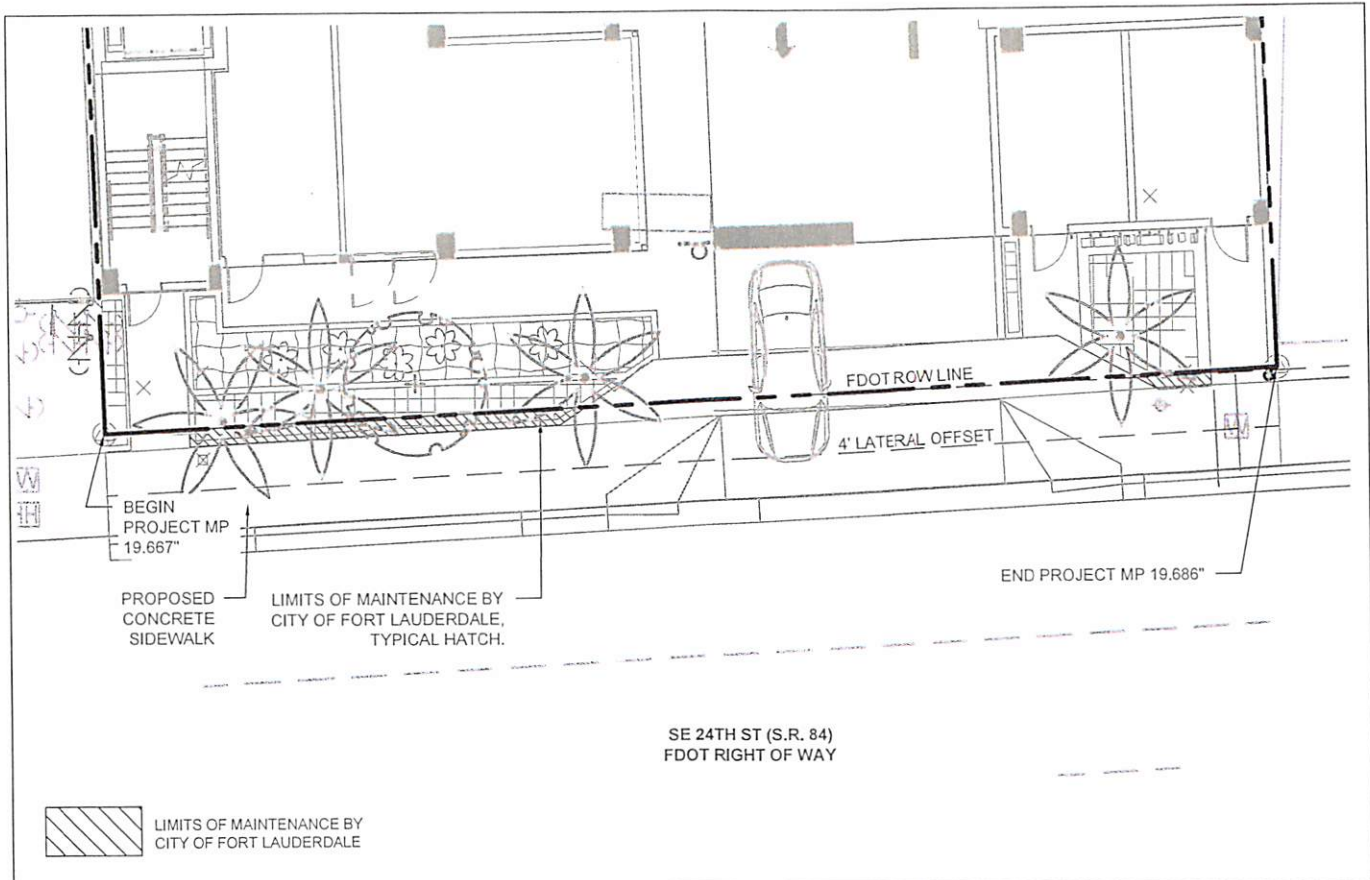
**I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:**

State Road 84 / S.E. 24<sup>th</sup> Street from M.P. 19.667 to M.P. 19.686

**II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:**

See attached map

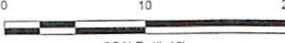


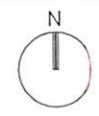



 LIMITS OF MAINTENANCE BY CITY OF FORT LAUDERDALE

  
 301 East Atlantic Boulevard  
 Pompano Beach, FL 33060  
 Florida Certificate of Authorization # - 7928

DATE: 08/31/2021  
 SCALE: AS NOTED  
 DRAWN BY: VM BJ  
 DESIGN BY: AS PW  
 CHECKED BY: PW

GRAPHIC SCALE  
  
 SCALE: 1"=10'  
 NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.



LANDSCAPE IMPROVEMENT  
 MAINTENANCE BOUNDARY MAP  
 CITY OF FORT LAUDERDALE  
**LM-001**

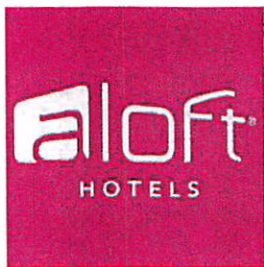
**SECTION: 86080000**  
**PERMIT: 2021-L-491-00004**  
**COUNTY: Broward**  
**STATE RD: 84**

**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: September 2, 2021



ALOFT HOTELS  
 PROJECT #11269  
 COMMERCIAL DEVELOPMENT

501 SE 24TH STREET  
 FORT LAUDERDALE, FLORIDA



**FEMA FLOOD ZONE:**  
 THE PROPERTY IS LOCATED WITHIN FLOOD ZONE AH WITH A BASE FLOOD ELEVATION OF 8 FEET, AS SHOWN ON FIRM NUM. 1201100888J, BEARING A MAP EFFECTIVE DATE OF 12/01/2016.

DESIGN SPEED = 40 MPH

**FDOT SPECIFICATIONS AND DESIGN STANDARD INDEXES:**

- GOVERNING STANDARD PLANS  
 FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2020-21 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (R4).
- GOVERNING STANDARD SPECIFICATIONS  
 FLORIDA DEPARTMENT OF TRANSPORTATION, JANUARY 2020 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

NO.	DESCRIPTION	DATE	BY	CHECKED
000	COVER SHEET			
LM-001	LANDSCAPE MAINTENANCE EXHIBIT			
LP-101	LANDSCAPE PLAN			
LP-501	LANDSCAPE DETAILS			
CS-101	FOOT CLEAR BIGHT LINE EXHIBIT			
IP-101	IRRIGATION PLAN			
IP-501	IRRIGATION DETAILS			

**adache**  
 group architects  
 ARCHITECTURE

**KEITH**  
 SURVEY, CIVIL ENGINEERING &  
 LANDSCAPE ARCHITECTURE

F.D.O.T. DRAINAGE	2021-0-491-00014	05/11/21
F.D.O.T. UTILITY	2021-4-491-00114	T.B.D.
F.D.O.T. RIGHT OF WAY ACCESS	2021-4-491-00019	T.B.D.
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (WATER)	019091-620-000P	04/08/21
SURFACE WATER MANAGEMENT LICENSING PROGRAM	L2021-057	T.B.D.
FDOT LANDSCAPE PERMIT	2021-4-491-00004	T.B.D.

Paul Weinberg  
 Digitally signed by Paul Weinberg  
 Date: 2021.08.02 17:16:42 -0400

PAUL WEINBERG, P.E.  
 LICENSE #13,763 LICENSED PROFESSIONAL ENGINEER



ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 1988).

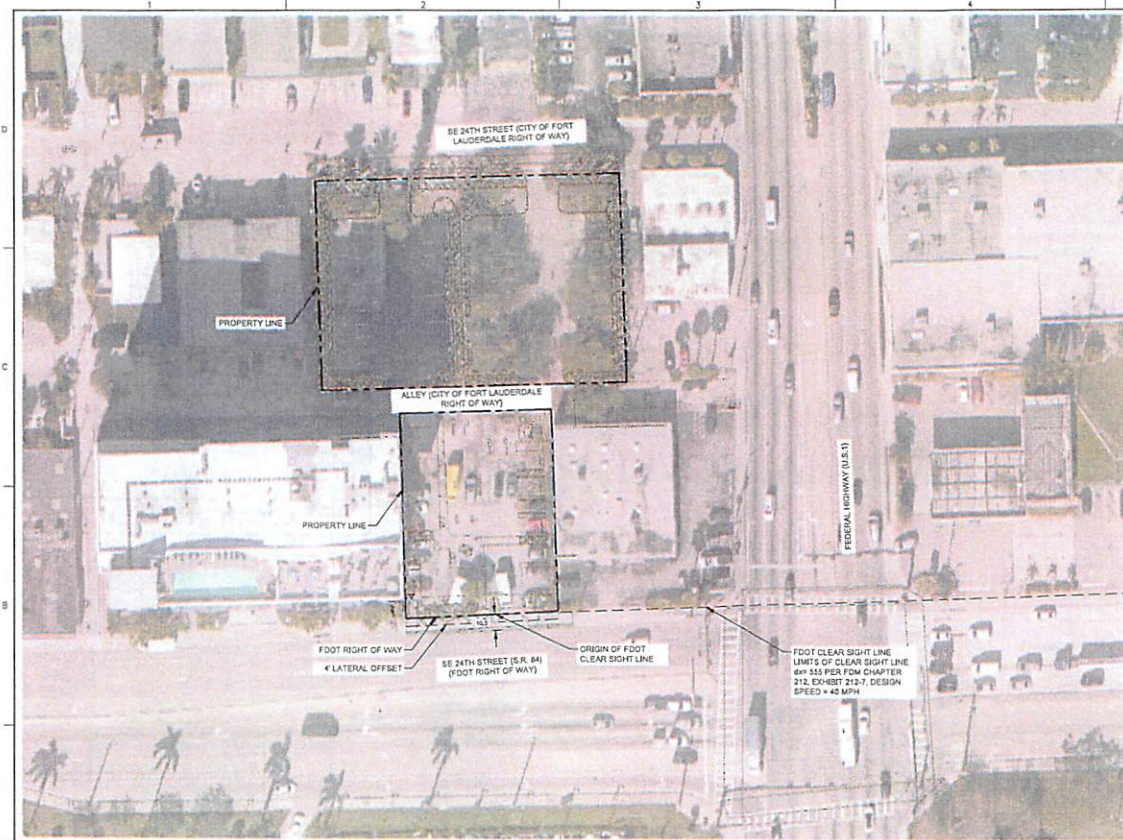
RELATIONSHIP BETWEEN  
 NAVD 1929 AND NAVD 1988

DATUM	DIFFERENCE	ELEV.
NAVD 1929	+1.50 FEET	1.50'
NAVD 1988		0.00'

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 DATUM

DATE 02/24/2021  
**FDOT LANDSCAPE PERMIT**  
**COVER SHEET 000**

FDOT LANDSCAPE PERMIT NO. 2021-4-491-00004  
 CAM # 08-00005  
 Exhibit 1  
 Page 13 of 25



**KEITH**  
 301 East Atlantic Boulevard  
 Pompano Beach, FL 33060  
 PH: (954) 788-3400

Florida Certificate of Authorization - 7828

REVISIONS		
NO.	DESCRIPTION	DATE

DESIGNED BY: AS, JH  
 DRAWN BY: JH  
 CHECKED BY: KS, PW  
 ISSUE DATE: AUGUST 31, 2021  
 PROJECT NO: 11289.00

PAUL H. WENBERG, R.L.A.  
 FLORIDA REG. NO. LA6666804

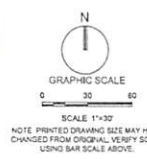
**ADACHE GROUP ARCHITECTS**

**ALOFT HOTEL**  
 501 SE 24TH ST  
 FORT LAUDERDALE  
 FL 33316

SHEET TITLE

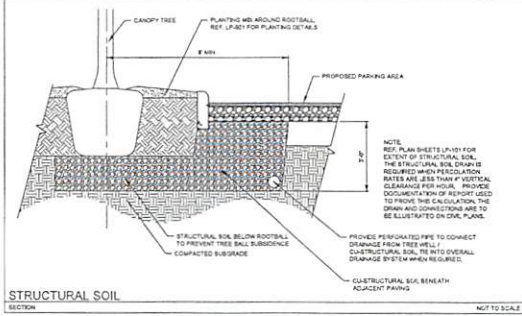
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SHEET NUMBER  
 CAM - CS-101



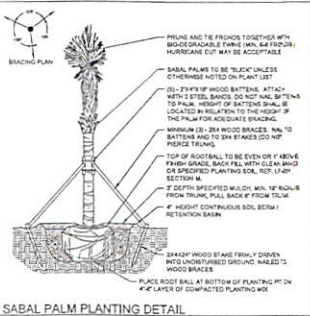
FDOT LANDSCAPE PERMIT



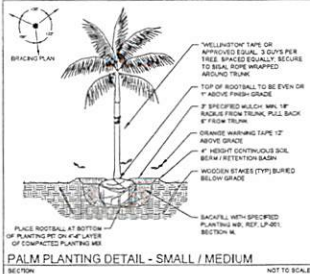


STRUCTURAL SOIL SECTION NOT TO SCALE

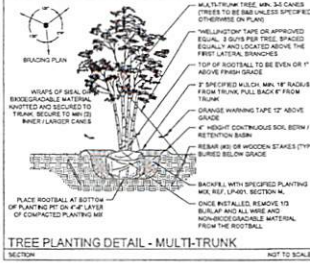
NOTE  
 • REF. LP-001, LANDSCAPE NOTES FOR ADDITIONAL REQUIREMENTS.  
 • ROOT BALL SIZE FOR ALL TREES AND PALMS TO BE IN PROPORTION TO SIZE AND TYPE OF PALM PER FLORIDA GRADING AND STANDARDS FOR NURSERY PLANTS.



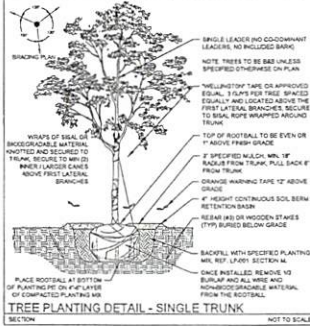
SABAL PALM PLANTING DETAIL SECTION NOT TO SCALE



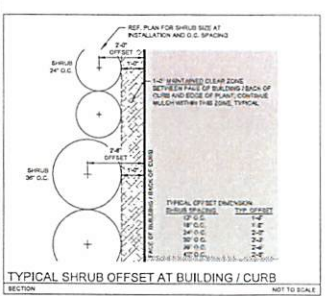
PALM PLANTING DETAIL - SMALL / MEDIUM SECTION NOT TO SCALE



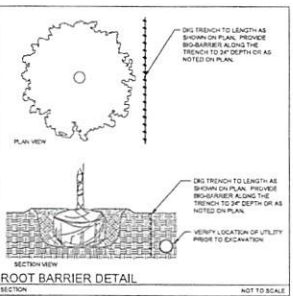
TREE PLANTING DETAIL - MULTI-TRUNK SECTION NOT TO SCALE



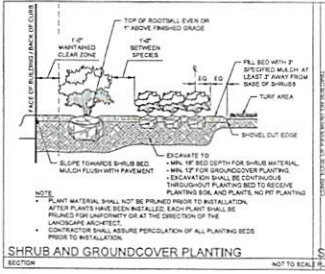
TREE PLANTING DETAIL - SINGLE TRUNK SECTION NOT TO SCALE



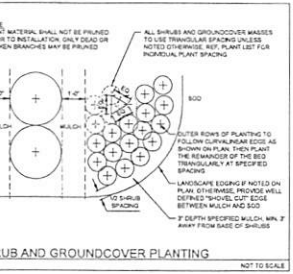
TYPICAL SHRUB OFFSET AT BUILDING / CURB SECTION NOT TO SCALE



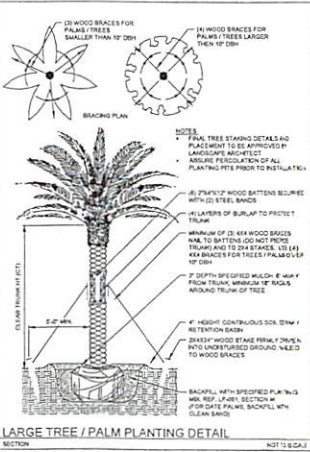
ROOT BARRIER DETAIL SECTION NOT TO SCALE



SHRUB AND GROUNDCOVER PLANTING SECTION NOT TO SCALE



SHRUB AND GROUNDCOVER PLANTING SECTION NOT TO SCALE



LARGE TREE / PALM PLANTING DETAIL SECTION NOT TO SCALE

**KEITH**  
 301 East Atlantic Boulevard  
 Pompano Beach, FL 33060  
 Ph: (954) 789-3400

Florida Certificate of Authorization - 7921

REVISIONS		
NO.	DESCRIPTION	DATE

DESIGNED BY: AS, JR.  
 DRAWN BY: JMI  
 CHECKED BY: KS, PW  
 ISSUE DATE: AUGUST 31, 2021  
 PROJECT NO.: 11268-00

**Paul Weinberg**  
 Digitally signed by Paul Weinberg  
 Date: 2021.09.23 17:16:58 -0400

PAUL H. WEINBERG, R.L.A.  
 FLORIDA REG. NO. LA666804

**ADACHE GROUP ARCHITECTS**

**ALOFT HOTEL**  
 501 SE 24TH ST  
 FORT LAUDERDALE  
 FL 33316

SHEET TITLE  
 LANDSCAPE DETAILS

SHEET NUMBER  
 LP-501  
 CAM 8/21/2021

Page 16 of 25

FOOT LANDSCAPE PERMIT NO. 2021-11268-00

301 East Atlantic Boulevard  
Fort Lauderdale, FL 33301  
Phone: (954) 788-3400  
FAX: (954) 788-3401

Project: 1751 CONDOR STREET  
SHEET NO.: 1138150

DATE	NOV 15 2017
DESIGNER	
CHECKED BY	
DATE	
PROJECT NO.	

DATE: AUG 21 2017  
TIME: 10:59 AM  
BY: K.E. BOWEN  
PROJECT: 1751 CONDOR STREET  
SHEET: 1138150

ADACHE GROUP ARCHITECTS

ALOFT HOTEL  
501 SE 24TH ST  
FORT LAUDERDALE  
FL 33316

SHEET NUMBER: 1101  
PROJECT: 1751 CONDOR STREET  
SHEET TITLE: IRRIGATION PLAN

ITEM	DATE	DESCRIPTION
1	11/15/17	REVISED PER COMMENTS
2	11/15/17	REVISED PER COMMENTS
3	11/15/17	REVISED PER COMMENTS
4	11/15/17	REVISED PER COMMENTS
5	11/15/17	REVISED PER COMMENTS
6	11/15/17	REVISED PER COMMENTS
7	11/15/17	REVISED PER COMMENTS
8	11/15/17	REVISED PER COMMENTS
9	11/15/17	REVISED PER COMMENTS
10	11/15/17	REVISED PER COMMENTS

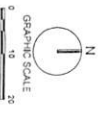
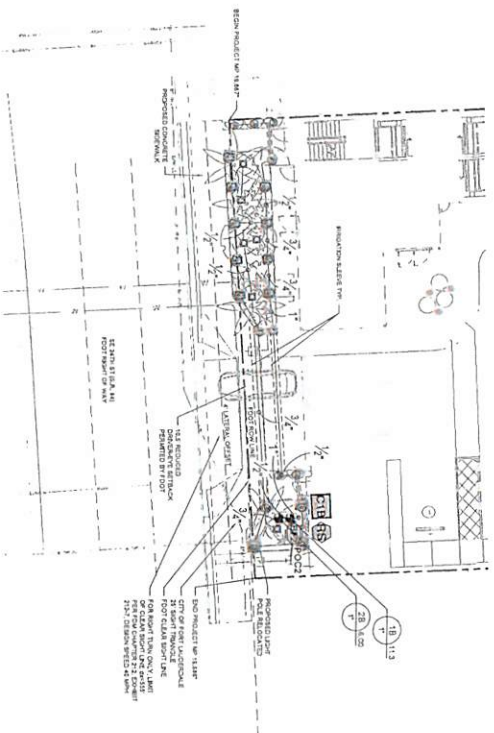
SYMBOL	DESCRIPTION
1	PROPPOSED 18" DIA. RIGID PIPING
2	PROPPOSED 12" DIA. RIGID PIPING
3	PROPPOSED 8" DIA. RIGID PIPING
4	PROPPOSED 6" DIA. RIGID PIPING
5	PROPPOSED 4" DIA. RIGID PIPING
6	PROPPOSED 3" DIA. RIGID PIPING
7	PROPPOSED 2" DIA. RIGID PIPING
8	PROPPOSED 1.5" DIA. RIGID PIPING
9	PROPPOSED 1" DIA. RIGID PIPING
10	PROPPOSED 0.75" DIA. RIGID PIPING
11	PROPPOSED 0.5" DIA. RIGID PIPING
12	PROPPOSED 0.375" DIA. RIGID PIPING
13	PROPPOSED 0.25" DIA. RIGID PIPING
14	PROPPOSED 0.1875" DIA. RIGID PIPING
15	PROPPOSED 0.125" DIA. RIGID PIPING
16	PROPPOSED 0.09375" DIA. RIGID PIPING
17	PROPPOSED 0.0625" DIA. RIGID PIPING
18	PROPPOSED 0.046875" DIA. RIGID PIPING
19	PROPPOSED 0.03125" DIA. RIGID PIPING
20	PROPPOSED 0.0234375" DIA. RIGID PIPING
21	PROPPOSED 0.0178125" DIA. RIGID PIPING
22	PROPPOSED 0.013125" DIA. RIGID PIPING
23	PROPPOSED 0.009375" DIA. RIGID PIPING
24	PROPPOSED 0.00703125" DIA. RIGID PIPING
25	PROPPOSED 0.0053125" DIA. RIGID PIPING
26	PROPPOSED 0.0039375" DIA. RIGID PIPING
27	PROPPOSED 0.002953125" DIA. RIGID PIPING
28	PROPPOSED 0.0022125" DIA. RIGID PIPING
29	PROPPOSED 0.00166875" DIA. RIGID PIPING
30	PROPPOSED 0.00125" DIA. RIGID PIPING

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30	PROPPOSED 0.00125" DIA. RIGID PIPING

**NOTES:**

1. ALL WORK AND LANDSCAPE TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF FORT LAUDERDALE, FLORIDA, DEPARTMENT OF PUBLIC WORKS AND UTILITIES, DIVISION OF WATER UTILITIES, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, 2017 EDITION, AND THE CITY OF FORT LAUDERDALE, FLORIDA, DEPARTMENT OF PUBLIC WORKS AND UTILITIES, DIVISION OF WATER UTILITIES, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, 2017 EDITION, AND THE CITY OF FORT LAUDERDALE, FLORIDA, DEPARTMENT OF PUBLIC WORKS AND UTILITIES, DIVISION OF WATER UTILITIES, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, 2017 EDITION.
2. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF FORT LAUDERDALE, FLORIDA, DEPARTMENT OF PUBLIC WORKS AND UTILITIES, DIVISION OF WATER UTILITIES, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, 2017 EDITION, AND THE CITY OF FORT LAUDERDALE, FLORIDA, DEPARTMENT OF PUBLIC WORKS AND UTILITIES, DIVISION OF WATER UTILITIES, WATER MAINS AND SANITARY SEWERAGE DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERAGE, 2017 EDITION.
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SCALE 1"=10'  
GRAPHIC SCALE  
NOT DRAWN TO SCALE  
USING 3/4" SCALE ABOVE





SECTION: 86080000  
PERMIT: 2021-L-491-00004  
COUNTY: Broward  
STATE RD: 84

**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 Florida Department of Transportation and the AGENCY.

*Please see attached*

## **MAINTENANCE PLAN Landscape Improvements**

**Project State Road No(s):** SR 84 from M.P. 19.667 to M.P. 19.686

**Permit or FM No(s):** 2021-L-491-00004

**RLA of Record:** Paul Weinberg

**Maintaining Agency:** City of Fort Lauderdale

**Date:** September 13, 2021

-----  
*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.**

### **SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:**

1. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
2. Inspect groundcovers and shrubs on a monthly basis for maintaining full ground coverage.
3. Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
4. Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage, 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.

## 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](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/CHAPTER\\_11\\_w\\_fl\\_a\\_specifics.htm](http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fl_a_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](http://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.shtm](http://www.fpl.com/residential/trees/right_tree_right_place.shtm)

**SECTION: 86080000**  
**PERMIT: 2021-L-491-00004**  
**COUNTY: Broward**  
**STATE RD: 84**

**EXHIBIT D**

**RESOLUTION**

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

*Please see attached*

*(To be provided by City)*

**RESOLUTION NO. 24-25**

**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 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 84 (SE 24TH STREET), AND AN ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT WITH FLL HOSPITALITY LLLP, AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Fort Lauderdale, Florida ("City") wishes to enter into a Landscape Maintenance Memorandum of Agreement ("MMA") with the Florida Department of Transportation ("FDOT") for the installation and maintenance of landscape improvements within the right-of-way on State Road 84 (SE 24<sup>th</sup> Street); and

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

WHEREAS, because State Road 84 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; and

WHEREAS, the City and the current owner of the property, FLL Hospitality LLLP, have agreed to enter into an Assumption of Liability and Hold Harmless Agreement, which passes the maintenance responsibility and costs associated with the MMA to FLL Hospitality LLLP and wherein FLL Hospitality LLLP agrees to assume and hold the City harmless from any obligations under the proposed MMA pertaining to any improvements installed in the right-of-way by FLL Hospitality LLLP.

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

**SECTION 1.** 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



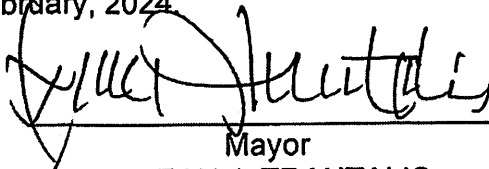
maintenance of landscape improvements within the right-of-way on State Road 84 (SE 24<sup>th</sup> Street).

SECTION 2. That the Assumption of Liability and Hold Harmless Agreement between the City and FLL Hospitality LLLP is hereby approved, and the City Commission of the City of Fort Lauderdale, Florida, authorizes execution of the Assumption of Liability and Hold Harmless Agreement.


SECTION 3. That the Office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

SECTION 4. That this Resolution shall be in full force and effect upon its adoption.

ADOPTED this 6<sup>th</sup> day of February, 2024

  
\_\_\_\_\_  
Mayor  
DEAN J. TRANTALIS

ATTEST:

  
\_\_\_\_\_  
City Clerk  
DAVID R. SOLOMAN

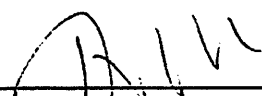
Dean J. Trantalis      Yea

John C. Herbst      Yea

APPROVED AS TO FORM  
AND CORRECTNESS:

Steven Glassman      Yea

Pamela Beasley-Pittman      Yea

  
\_\_\_\_\_  
City Attorney  
THOMAS J. ANSBRO

Warren Sturman      Yea

Prepared by and return to:

Keith & Associates, Abby Sutton  
301 E Atlantic Blvd  
Pompano Beach, FL 33060

Folio Number: 504215017970

**ASSUMPTION OF LIABILITY AND  
HOLD HARMLESS AGREEMENT**

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT (“Assumption Agreement”) is entered into this 19 day of March, 2024, by and between:

**FLL HOSPITALITY, LLLP**, a Florida limited liability limited partnership, whose principal address is 2450 Quantum Boulevard, Boynton Beach, FL 33426 (“OWNER”)

and

**CITY OF FORT LAUDERDALE**, a Florida municipality having a principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 (“CITY” or “City”).

**RECITALS**

WHEREAS, OWNER is the owner of a parcel of land legally described in Exhibit “A” attached hereto and made a part hereof (the “Property”); and

WHEREAS, the Property is located on State Road 84/Southeast 24<sup>th</sup> Street (hereinafter referred to as “SR 84”), within a right-of-way, which is under the jurisdiction of the State of Florida Department of Transportation Highway System (“FDOT”); and

WHEREAS, certain landscape and streetscape improvements are proposed to be installed in the right-of-way of SR 84 (hereinafter referred to as “Improvements”); and

WHEREAS, the Improvements are proposed to be installed within the right-of-way between Mile Post 19.667 to Mile Post 19.686) (the “Improvement Area”); and

WHEREAS, in order to permit the Improvements to be constructed in the FDOT right-of-way, FDOT requires the City to enter into an agreement entitled “State of Florida Department of Transportation District Four Landscape Maintenance Memorandum of Agreement” (“Agreement”) which is attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, the terms and conditions are set forth in the Agreement and impose responsibility for maintenance of the Improvements; and

WHEREAS, as a condition to executing the Agreement, OWNER shall agree to assume all liability, obligations and responsibility under the Agreement and agree to indemnify and hold harmless the City from any and all liability under the Agreement only for the Improvements; and

WHEREAS, OWNER shall not be obligated to assume any maintenance responsibilities with respect to the City's Improvements; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, OWNER and the City hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein.
2. **Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

*City Manager* means CITY's Chief Executive Officer, its City Manager, or his or her designee.

*City Engineer* means the City Engineer (Urban Design Engineer) for the CITY, or the City Engineer's designee. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the City Engineer. For the purposes hereof, the CITY Engineer's designee shall be the Urban Design Engineer.

*Day(s).* In computing any period of time expressed in day(s) in this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

*Effective Date* means the effective date of this Assumption Agreement, which shall be the date upon which both (i) this Agreement is executed by the proper corporate officials for OWNER and the CITY and (ii) the Agreement is executed by FDOT and the City.

*Person* means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

3. **Compliance and Default.** OWNER agrees to assume any and all liability and responsibility for performance under the Agreement except that OWNER shall not be liable for any improvements and work done by the City or third parties, unless OWNER provides written

consent to such improvements. OWNER hereby agrees to abide by and comply with each and every term and condition set forth in the Agreement and this Assumption Agreement and failure to so comply shall constitute a default under this Assumption Agreement. Any acts or omissions by OWNER or OWNER's contractors, agents or employees that are not in compliance with the terms and conditions of the Agreement shall constitute a default under this Assumption Agreement. The Agreement is incorporated into this Assumption Agreement as if fully set forth herein.

**4. Indemnification and Hold Harmless.**

(a) OWNER shall protect, defend, indemnify and hold harmless the CITY, its officers, elected officials, volunteers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses charged or incurred, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Agreement and this Assumption Agreement, conditions contained therein, the location, construction, repair, maintenance use or occupancy by OWNER of the Improvements, or the breach or default by OWNER of any covenant or provision of the Agreement or this Assumption Agreement, except for any occurrence arising out of or resulting from the intentional torts or negligence of the CITY, its officers, elected officials, volunteers, agents and employees. However, this exception shall not be deemed a waiver of the City's sovereign immunity. Without limiting the foregoing, any and all such charges, claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Improvements by OWNER or others, including but not limited to costs, charges and other expenses charged or incurred, including reasonable attorney's fees and costs actually incurred or liabilities arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Agreement and this Assumption Agreement, or any actual violation of any applicable and known statute, ordinance, administrative order, rule or regulation or decree of any court by OWNER, is included in the indemnity.

(b) OWNER further agrees that upon delivery of proper and timely notice of violations under the Agreement it shall investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense. The City shall retain the right to select counsel of its own choosing as deemed appropriate. This indemnification shall survive termination, revocation or expiration of the Agreement and this Assumption Agreement and shall cover any acts or omissions occurring during the term of the Agreement and this Assumption Agreement.

**5. Insurance.** At all times during the term of the Agreement and this Assumption Agreement, OWNER, at its expense, shall keep or cause to be kept in effect the insurance coverages for the Improvements set forth in the Agreement and OWNER shall cause such coverage to be extended to CITY as an additional insured and shall furthermore provide Certificates of Insurance to CITY at least fourteen (14) days prior to the commencement of the Agreement and annually thereafter on the anniversary date of the policies.

## **6. Removal of Improvements and Restoration of Improvement Area.**

(a) Except as may otherwise be expressly provided herein, it is agreed that upon termination of the Agreement, in whole or in part, OWNER shall remove all or any part of the Improvements in accordance with the terms and conditions of the Agreement, and OWNER shall restore the right of way and any impacted public utilities to conditions acceptable to FDOT. Such removal and restoration shall be at OWNER's sole cost and expense. In the event OWNER fails to begin to remove all or any part of the Improvements contemplated herein with thirty (30) days after written demand by FDOT or CITY, the CITY is hereby authorized to remove the Improvements that interfere with the easement rights or the public's use of dedicated rights-of-way and restore the right of way and any public utilities to conditions acceptable to FDOT, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by OWNER.

(b) In the event OWNER fails to remove the Improvements and CITY finds it necessary to remove the Improvements in accordance with the foregoing, then the total expense incurred by the CITY in removing the Improvements and the reasonable administrative costs associated therewith shall be considered a special assessment and lien upon the Property. OWNER consents to and grants the City the right to place a lien on the Property. OWNER shall have sixty (60) days from the date of the statement of the total expenses incurred by the CITY and the administrative costs associated therewith within which to pay or contest to the CITY the full amount due. Failure to timely pay the amount due or serve upon the CITY Manager a written letter contesting the statement of assessed expenses and administrative costs after an adequate review of no less than sixty (60) days will result in the matter being scheduled before the CITY Commission for consideration of and adoption of a Resolution assessing against the Property the expenses and administrative costs associated with the CITY's removal of the Improvements. The Resolution may also impose a special assessment lien against the Property for the expenses and costs so assessed. A Notice of the Special Assessment assessed by the CITY Commission for the unpaid expenses and costs as stated above shall be recorded with the CITY Clerk and in the Public Records of Broward County, Florida. The assessed expenses and costs and the lien provided for herein may be foreclosed in the manner provided by law. Any lien filed pursuant to this Agreement shall be subordinate to any mortgages/construction financing obtained for any portion of the Project, whether the mortgage/construction financing obtained before or after the Claim of Lien is recorded.

**7. Event of Default; Remedy.** In the event the OWNER fails to perform or violates any of the terms or conditions of the Agreement or this Assumption Agreement or is in breach or default in any term or condition thereof, the City shall notify OWNER of the specific failure or violation of this Assumption Agreement or the Agreement in writing and OWNER shall thereafter have a period of thirty (30) days to cure any such failure or violation to the City's reasonable satisfaction (an "Event of Default"). Upon an Event of Default, the City has the right 1) to take any equitable action to enforce the terms and conditions of the Agreement or this Assumption Agreement, it being stipulated by the parties that since the Agreement and this Assumption Agreement deal with the right to use public easements and rights-of-way of FDOT used for a governmental purpose, a violation or breach of any term or condition of the Agreement or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is

no adequate remedy at law or 2) take such curative action that was required to be taken by the OWNER under the Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER, in which case OWNER shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions associated with the Improvements. OWNER shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

**8. Emergencies.** If an emergency situation arises with respect to the Agreement or the Assumption Agreement where the Improvement Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone or email notice to OWNER's Contact Person. If, following that notice, OWNER fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure or resolve the emergency from OWNER in accordance with provisions hereof. For the purposes of this Section, OWNER's Contact Person shall be Robert J. Guarini, telephone number (561) 783-1405; and e-mail address: [hospitalitygp@aol.com](mailto:hospitalitygp@aol.com). In the event the OWNER's Contact Person or any other information pertaining to the OWNER's Contact Person shall change, such change shall be provided to the CITY Engineer and the CITY's Director of the Transportation and Mobility Department, in writing.

**9. Damage to Public Property.** In the event the use, operation, maintenance, repair, construction, demolition or reconstruction of the Improvements cause(s) any damage whatsoever to any other public property, then OWNER shall be responsible for the cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

**10. Notices.**

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in the Agreement or this Assumption Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as OWNER may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Greg Chavarria  
City Manager  
City Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 1430  
Fort Lauderdale, Florida 33301

With copy to: Thomas J. Ansbro  
City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Suite 1605  
Fort Lauderdale, Florida 33301

With a copy to: Transportation and Mobility Director  
City of Fort Lauderdale  
290 N.E. 3<sup>rd</sup> Avenue  
Fort Lauderdale, Florida 33301

AS TO OWNER: FLL Hospitality, LLLP  
ATTN: Robert Guarini  
2450 Quantum Boulevard  
Boynton Beach, FL 33436

(c) As to activities under Paragraph 8, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 8, Emergencies.

**11. Independent Contractor.** As between CITY and OWNER, OWNER is an independent contractor under this Assumption Agreement. In providing such services, neither OWNER nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to OWNER or OWNER's agents any authority of any kind to bind CITY in any respect whatsoever.

**12. Joint Preparation.** Each party and its counsel have participated fully in the review and revision of this Assumption Agreement and acknowledge that the preparation of this Assumption Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Assumption Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**13. Interpretation of Agreement; Severability.** This Assumption Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Assumption Agreement or the application of the remainder of the provisions, shall not be affected. Rather, this Assumption Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Assumption Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this Assumption Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Assumption Agreement, unless otherwise expressly provided. All terms and words used in this Assumption Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

**14. Successors.** This Assumption Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns. It is intended that this Assumption Agreement and the rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

**15. No Waiver of Sovereign Immunity.** Nothing contained in this Assumption Agreement is intended to serve as a waiver of sovereign immunity by the City to which sovereign immunity may be applicable.



**16. Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Assumption Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**17. Non-Discrimination.** OWNER shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Assumption Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**18. Records.** Each party shall maintain its own respective records and documents associated with this Assumption Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes as applicable, and any resultant award of attorney's fees for non-compliance with that law.

**19. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Assumption Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**20. Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Assumption Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Assumption Agreement shall not be deemed a waiver of such provision or modification of this Assumption Agreement. A waiver of any breach of a provision of this Assumption Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Assumption Agreement.

**21. Governing Law.** This Assumption Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Assumption Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Assumption Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Assumption Agreement, CITY and OWNER hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to the Agreement or this Assumption Agreement or any acts or omissions in relation thereto.**

**22. Recording.** This Assumption Agreement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by OWNER. OWNER shall record this Assumption Agreement with attached exhibits and a copy of the recorded Assumption Agreement shall be provided to City and filed with the City Clerk's Office.

**23. Term.** This Assumption Agreement shall continue in full force and effect until such time as the Agreement becomes null and void by removal of the Improvements, by operation of law or in accordance with the terms of the Agreement, or is terminated by a court order or mutual agreement between OWNER, FDOT and CITY and no obligations lying thereunder survive such termination.

**24. Assignment.** OWNER may assign this Assumption Agreement without the prior written consent of the City to a transferee of the fee simple interest in the Property or to an owner responsible for the common areas of the Property (including a condominium association, homeowner's association or property owner's association), with written notice to the City of such assignment and delivery of a copy of the written assumption of responsibilities executed by the assignor and recorded in the Public Records of Broward County, Florida.

**25. Police Power.** Nothing herein shall be construed as a waiver of the City's police power. OWNER shall comply with the City's codes, ordinances and regulations with respect to installation and construction of the Improvements. OWNER shall construct operate and maintain the Improvements in compliance with all health, sanitary, fire, zoning and building code requirements and any other governing authority with jurisdiction over the Improvement Area and Improvements.

**26. No Property Rights.** OWNER expressly acknowledges that pursuant to the terms hereof, it gains no property right through this Assumption Agreement or the Agreement to the continued possession or use of the Improvements within the Improvement Area.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the undersigned does hereby warrant that they are authorized to enter into this Assumption Agreement by OWNER and the CITY OF FORT LAUDERDALE.

WITNESSES:

OWNER:

[Signature]  
(Witness #1 Signature)

FLL HOSPITALITY, LLLP, a Florida Limited Partnership

JIMMY LEWIS  
(Print Name)

By: FLL HOSPITALITY, INC., a Florida corporation its General Partner

[Signature]  
(Witness #2 Signature)

By: [Signature]  
Robert J. Guarini, President

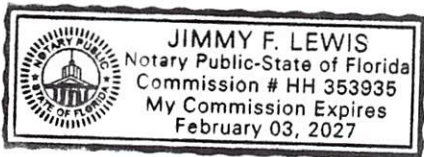
ISAQUE OLIVEIRA  
(Print Name)

ACKNOWLEDGEMENT

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13 day of FEBRUARY, 2024, by Robert J. Guarini as President of FLL Hospitality, Inc., a Florida corporation, the General Partner of FLL Hospitality, LLLP, a Florida Limited Partnership.

(SEAL)



[Signature]  
Notary Public, State of FLORIDA  
(Signature of Notary taking Acknowledgment)

JIMMY F. LEWIS  
Print, Type of Stamp Commissioned Name  
Of Notary Public

Personally Known  OR Produced Identification \_\_\_  
Type of Identification Produced \_\_\_\_\_

AS TO CITY:

CITY OF FORT LAUDERDALE

By: *Dean J. Trantalis*  
Dean J. Trantalis, Mayor

19 day of March, 2024

By: *Greg Chavarria*  
for Greg Chavarria, City Manager

for day of March, 2024



ATTEST:  
*David R. Solomon*  
David R. Solomon, City Clerk

Approved as to form and correctness:  
Thomas J. Ansbro, City Attorney

*Kimberly Cunningham Mosley*  
Kimberly Cunningham Mosley  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19<sup>th</sup> day of March, 2024, by Dean J. Trantalis, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)



Lynette LaShawn McIntosh

Notary Public, State of Florida

(Signature of Notary taking Acknowledgment)

Lynette LaShawn McIntosh

Name of Notary Typed, Printed or Stamped

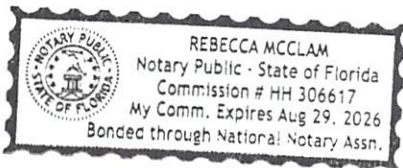
My Commission Expires:

4/19/2024

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8<sup>th</sup> day of March, 2024, by Greg Chavarria, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)



R. McClam

Notary Public, State of Florida

(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

*Susan Grant  
Asst City Mgr*

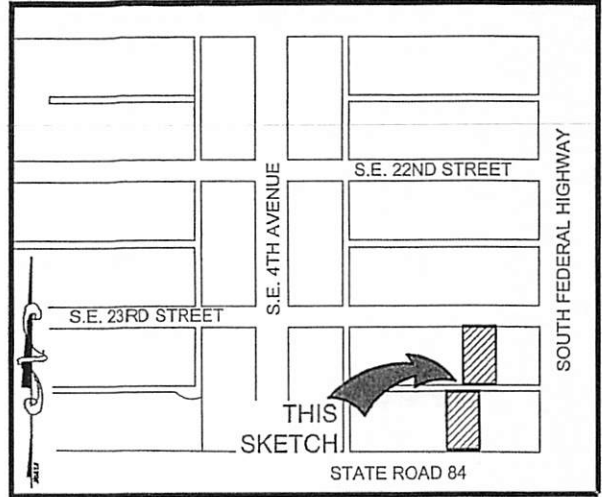
**Exhibit A**

**Legal Description and Sketch**

M.D.O.K.

**LEGEND:**

- B.C.R. BROWARD COUNTY RECORDS
- BK. BOOK
- CHK. CHECKED
- D.C.R. DADE COUNTY RECORDS
- DWNG. DRAWING
- N/A NOT APPLICABLE
- NO. NUMBER
- NW NORTHWEST
- O.R.B. OFFICAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SE SOUTHEAST
- S.R. STATE ROAD



**LOCATION MAP:**  
NOT TO SCALE

**LEGAL DESCRIPTION:**

ALL OF LOTS 3 AND 4, AND LOT 21, LESS THE SOUTH 25 FEET THEREOF, AND LOT 22, LESS THE SOUTH 25 FEET THEREOF, ALL IN BLOCK 130, PLAT OF LAUDERDALE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 9, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

LESS THOSE LANDS CONDEMNED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION UNDER THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 18091, PAGE 727, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

**SURVEY NOTES:**

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
3. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
4. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. BEARINGS AS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF BLOCK 130, PLAT OF LAUDERDALE, P.B. 2, PG. 9, D.C.R. WITH A BEARING OF S88°24'41"W.

**CERTIFICATION:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON DECEMBER 5, 2023 MEETS THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS

DONALD A. SPICER  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION NO. 4677  
STATE OF FLORIDA  
(FOR THE FIRM)



Digitally signed  
by DONALD A  
SPICER  
Date:  
2023.12.07  
14:57:42-05'00'

**SKETCH & DESCRIPTION**

LOTS 3 AND 4, AND  
PORTIONS OF LOTS 22 AND 23  
BLOCK 130  
PLAT OF LAUDERDALE  
PLAT BOOK 2, PAGE 9, D.C.R.

CITY OF FT. LAUDERDALE, BROWARD COUNTY, FLORIDA



301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 11269.00 504215017970 SKD

DATE 12/05/23

SCALE N/A

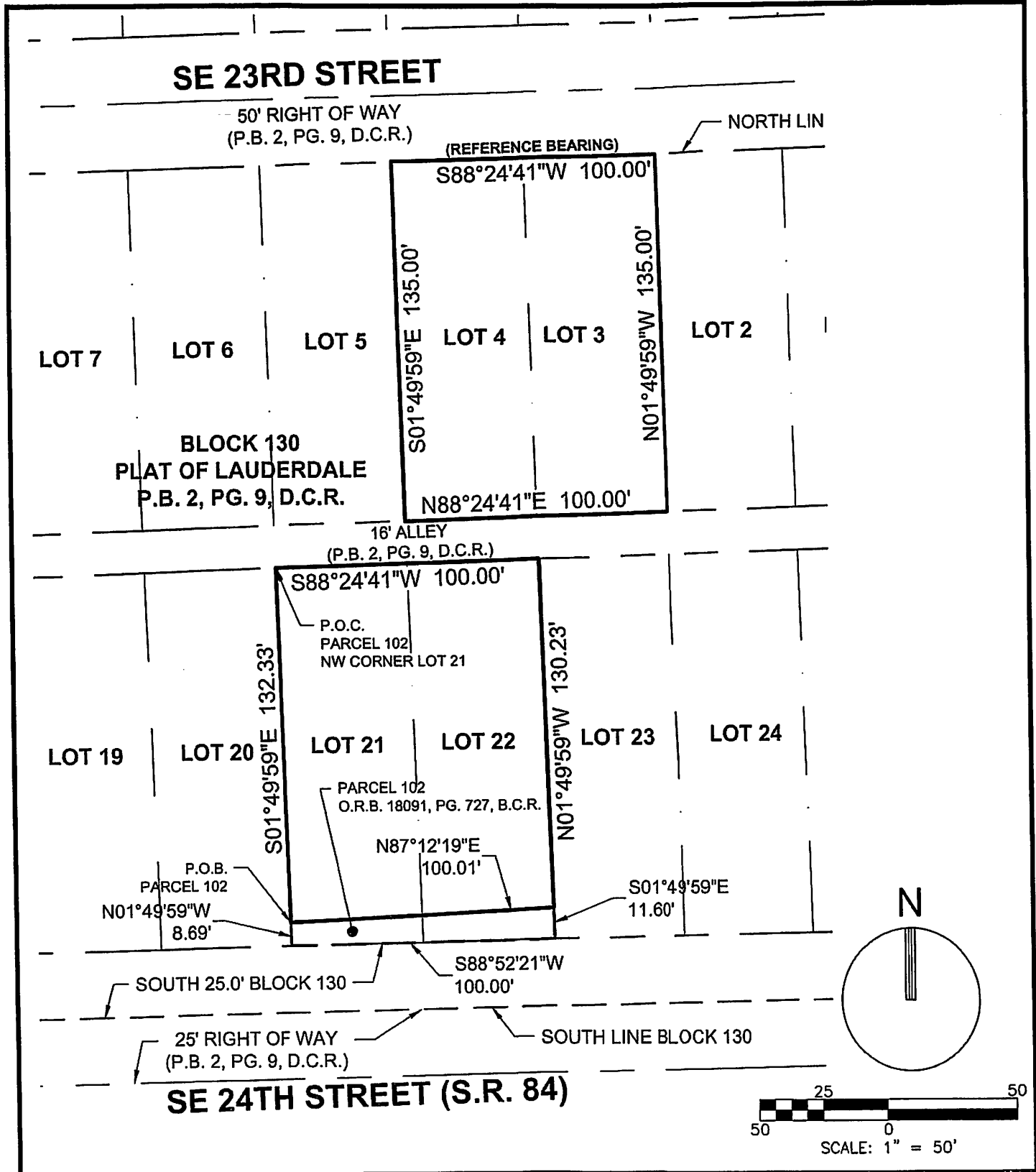
FIELD BK. N/A

DWNG. BY DDB

CHK. BY DAS

DATE	REVISIONS

CAM # 24.0005



**SKETCH & DESCRIPTION**

LOTS 3 AND 4, AND  
 PORTIONS OF LOTS 22 AND 23  
 BLOCK 130  
 PLAT OF LAUDERDALE  
 PLAT BOOK 2, PAGE 9, D.C.R.

CITY OF FT. LAUDERDALE, BROWARD COUNTY, FLORIDA

**KEITH**

301 EAST ATLANTIC BOULEVARD  
 POMPANO BEACH, FLORIDA 33060-6643  
 (954) 788-3400 FAX (954) 788-3500  
 EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 11269.00 504215017970 SKD

DATE 12/05/23

SCALE AS SHOWN

FIELD BK. N/A

DWNG. BY DDB

CHK. BY DAS

DATE	REVISIONS



**Exhibit B**

**State of Florida Department of Transportation District  
Four Landscape Maintenance Memorandum of Agreement**

SECTION No.: 86080000  
Permit No.: 2021-L-491-00004  
COUNTY: Broward  
S.R. No.: 84

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

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **STATE OF 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 **SR 84 (SE 24<sup>th</sup> Street)** as part of the State Highway System as described in **Exhibit "A"**; and

**WHEREAS**, the **AGENCY** seeks to install by permit and maintain certain landscape improvements within the right of way of **SR 84 (SE 24<sup>th</sup> Street)** as described within **Exhibit "B"**; and

**WHEREAS**, as part of the continual updating of the State of Florida 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"** attached hereto and incorporated by reference herein, within the corporate limits of the **AGENCY**; 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 travelway and improvements made to the travelway 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. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so; and

**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, fountain, tree grates, decorative free standing wall, 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 ( 1 ) 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 ( 1 ) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.

- (g) 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)*.
- (h) 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*.
- (i) 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.
- (j) Clear Zone Lateral Offset and as specified in the *FDOT Design Manual, Chapter 215* must be adhered to.
- (k) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- (l) The AGENCY shall provide the local FDOT Operation Center located at Broward Operations, 5548 N.W. 9<sup>th</sup> Avenue, Fort 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.
- (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 Operation Center Public Information Officer (see telephone number in Paragraph ( l ) shall also be notified.
- (n) The AGENCY shall be responsible to clear all utilities 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 travelway 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 travelway to the right of way and/or areas within the travelway containing specialty surfacing. 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 travelway 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 year-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 travelway 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. NOTICE OF MAINTENANCE DEFICIENCIES

A. 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:

- (1) Maintain the landscape improvements or any part thereof, with the 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 8 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.

#### 5. 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.

#### 6. 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.

## 7. 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.

## 8. AGREEMENT TERM

- (a) The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.
- (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.

## 9. 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. 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/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.

#### 10. 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.

#### 11. 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.

#### 12. 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.

### 13. 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.

### 14. 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.

### 15. 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.

### 16. 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:**

State of Florida  
Department of Transportation  
3400 West Commercial Blvd.  
Attn: Bann Williams, RLA  
District IV Landscape Architect

**If to the AGENCY:**

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
Attn: Christopher J. Lagerbloom  
City Manager

### 17. LIST OF EXHIBITS

- Exhibit A: Landscape Improvements Maintenance Boundaries
- Exhibit B: Landscape Improvement Plans
- Exhibit C: Maintenance Plan for Landscape Improvements

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

AGENCY

ATTEST:

David R. Soloman, City Clerk  
David R. Soloman, City Clerk

(SEAL)



CITY OF FORT LAUDERDALE

By: Dean J. Trantalis, Mayor  
19 day of March, 2024

By: Greg Chavarria, City Manager  
day of March, 2024

Approved as to form:  
Thomas J. Ansbro, City Attorney

By: Kimberly Cunningham Mosley, Esq.  
Assistant City Attorney

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Transportation Development Director

Attest: \_\_\_\_\_ (SEAL)  
Executive Secretary

Legal Review

Date

\_\_\_\_\_  
Office of the General Counsel

**SECTION No.:** 86080000  
**Permit No.:** 2021-L-491-00004  
**COUNTY:** Broward  
**S.R. No.:** 84

**EXHIBIT A**

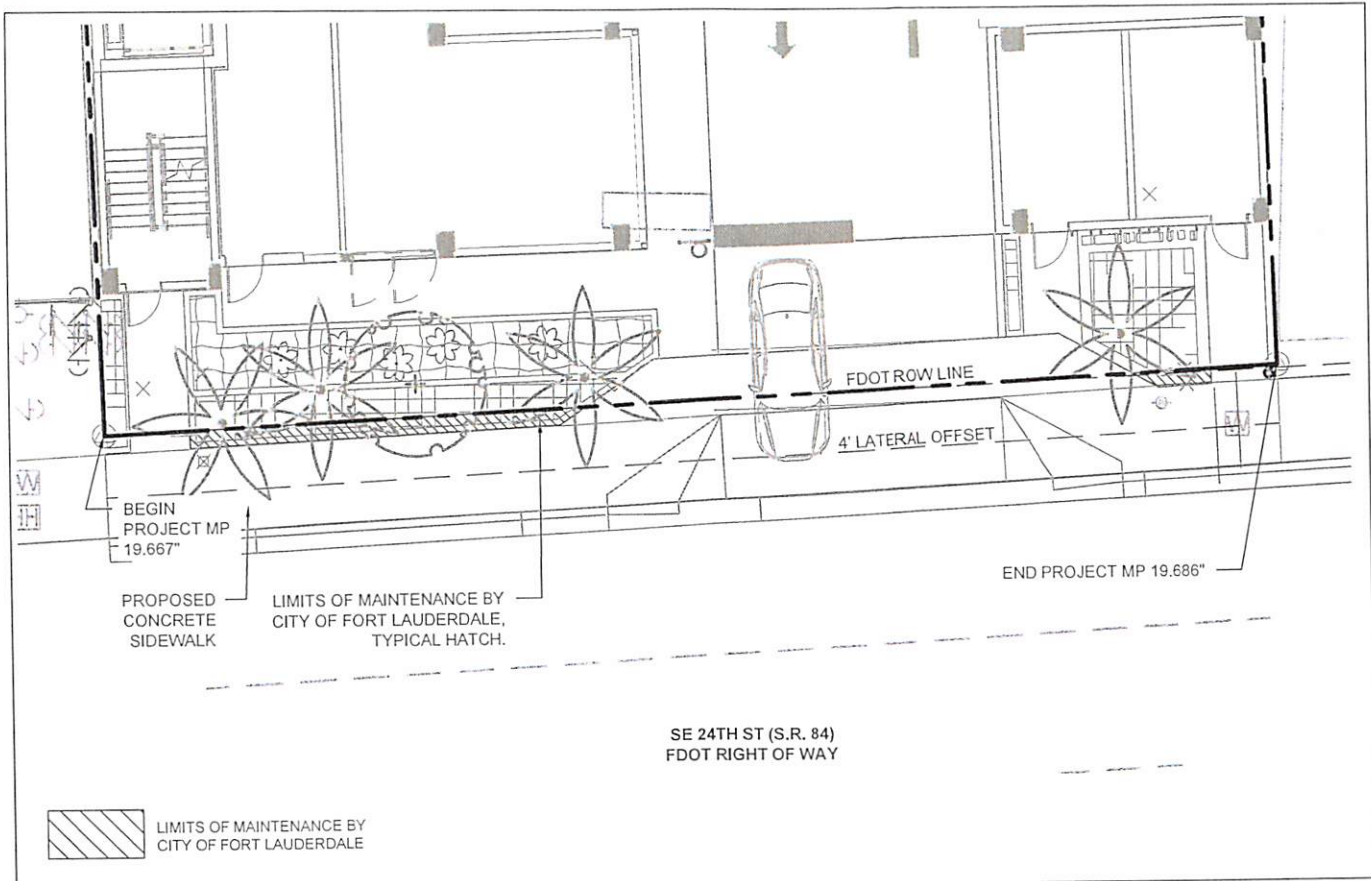
**LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES**

**I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:**

State Road 84 / S.E. 24<sup>th</sup> Street from M.P. 19.667 to M.P. 19.686

**II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:**

*Please see attached map*



SE 24TH ST (S.R. 84)  
 FDOT RIGHT OF WAY

 LIMITS OF MAINTENANCE BY  
 CITY OF FORT LAUDERDALE



301 East Atlantic Boulevard  
 Pompano Beach, FL 33060

Florida Certificate of  
 Authorization # - 7928

DATE: 08/31/2021  
 SCALE: AS NOTED  
 DRAWN BY: VM, BJ  
 DESIGN BY: AS, PW  
 CHECKED BY: PW



SCALE: 1"=10'

NOTE: PRINTED DRAWING SIZE MAY HAVE  
 CHANGED FROM ORIGINAL. VERIFY SCALE  
 USING BAR SCALE ABOVE.



LANDSCAPE IMPROVEMENT  
 MAINTENANCE BOUNDARY MAP  
 CITY OF FORT LAUDERDALE

**LM-001**

FDOT LANDSCAPE PERMIT NO. 2021-L-491-00004

CAM # 24-0005  
 Exhibit 2  
 Page 11 of 25  
 Page 27 of 41

**SECTION No.:** 86080000  
**Permit No.:** 2021-L-491-00004  
**COUNTY:** Broward  
**S.R. No.:** 84

**EXHIBIT B**

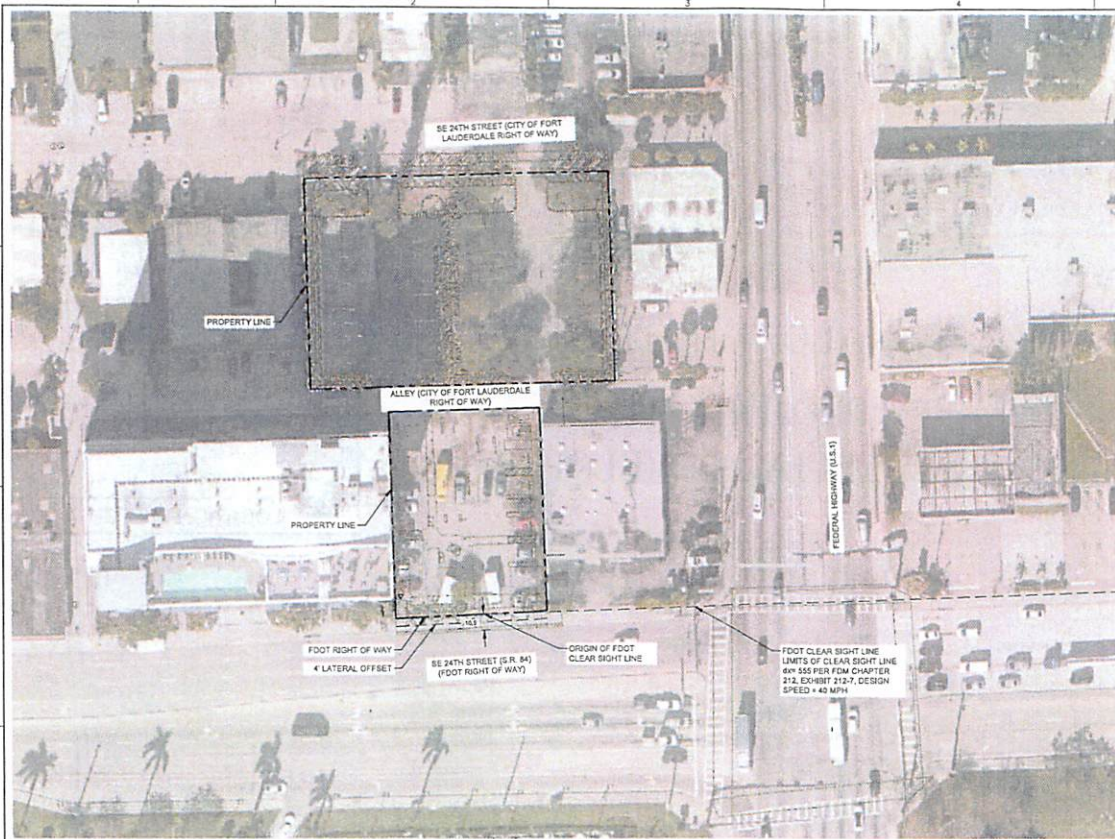
**LANDSCAPE IMPROVEMENT PLANS**

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: September 2, 2021





NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

**KEITH**  
 301 East Atlantic Boulevard  
 Pompano Beach, FL 33060  
 PH: (954) 788-3400

Florida Certificate of Authorization - 7923

REVISIONS		
NO.	DESCRIPTION	DATE

DESIGNED BY: AS, JR.  
 DRAWN BY: JR.  
 CHECKED BY: KS, PW  
 ISSUE DATE: AUGUST 31, 2021  
 PROJECT NO.: 11288.00

PAUL H. WENBERG, R.L.A.  
 FLORIDA REG. NO. LA5666804

**ADACHE GROUP ARCHITECTS**

**ALOFT HOTEL**  
 501 SE 24TH ST  
 FORT LAUDERDALE  
 FL 33316

SHEET TITLE  
**FDOT CLEAR SIGHT TRIANGLE EXHIBIT**

SHEET NUMBER  
**CS-101**  
 CAM # 1010004

FDOT LANDSCAPE PERMIT









REVISIONS		
NO.	DESCRIPTION	DATE

DESIGNED BY: AS, JH  
 DRAWN BY: JH  
 CHECKED BY: KS, PK  
 ISSUE DATE: AUGUST 31, 2021  
 PROJECT NO.: 17289.00

**Paul Weinberg**  
 Digitally signed by Paul Weinberg  
 Date: 2021.09.02 17:18:21 -0400

PAUL H. WEINBERG, R.L.A.  
 FLORIDA REG. NO. LA666824

**ADACHE GROUP ARCHITECTS**

**ALOFT HOTEL**  
 501 SE 24TH ST  
 FORT LAUDERDALE  
 FL 33316

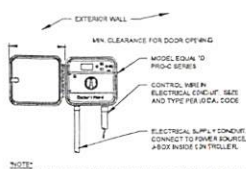
SHEET TITLE  
 IRRIGATION DETAILS

SHEET NUMBER  
 CAM 17-501

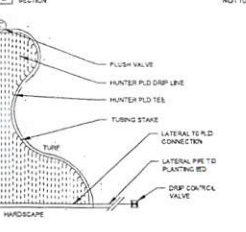
FDOT LANDSCAPE PERMIT

**LANDSCAPE NOTES**

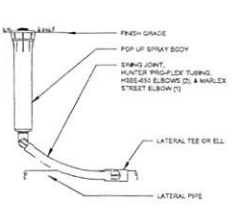
- THE CONTRACTOR IS RESPONSIBLE FOR ALL MATERIAL REQUIRED TO MAKE THE SYSTEM FUNCTION PROPERLY. ALL IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND ALSO STATE AND LOCAL CODES.
- IRRIGATION PLANS ARE SCHEMATIC AND DRAWN FOR GRAPHIC CLARITY. ALL PIPING BELOW PAVEMENT SHALL BE EMBEDDED. LAYOUT OF IRRIGATION SYSTEM SHALL BE COORDINATED WITH CORRESPONDING LANDSCAPE PLAN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING LOCAL UNDERGROUND UTILITY PROVIDERS TO VERIFY LOCATIONS. THE CONTRACTOR IS UNCOMMITTED TO VERIFY THE SIZE PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH EXISTING CONDITIONS.
- VALVE LOCATIONS ARE SCHEMATIC ONLY AND WILL BE ADAPTED FOR SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A METERS OR GASOLINE VALVE BOX. THE FLOW ADJUSTMENT FEATURE WILL BE USED TO BALANCE PRESSURE THROUGHOUT THE SYSTEM.
- PIPING SHALL BE SIZED TO MINIMIZE FRICTION LOSS AND MAINTAIN FLOW VELOCITY BETWEEN 3-5 FPS.
- THE IRRIGATION CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S RECOMMENDATIONS. PROPER GROUNDING EQUIPMENT AND SURGE PROTECTION SHALL BE PROVIDED. A MAIN SENSOR SHALL BE INSTALLED TO OVERIDE THE CONTROLLER.
- ALL HEADS ON BEERS SHALL BE SET AT THE HEIGHT OF ADJACENT PLANT MATERIAL.
- SPRINKLER LOCATIONS ADJACENT TO PAVEMENT, STRUCTURES, FENCES, ETC. SHALL BE OFFSET AS FOLLOWS: 12" MIN FOR POP-UP SPRAY HEADS, 18" FOR BURGLAR BELLERS, 18" FOR ROTOR HEADS, AND TYPICALLY 4 FEET FOR ROTORS ALONG UNBURIED ROADWAYS.
- ALL SLEEPING SHALL BE SCH 40 PVC TO SIZE INDICATED ON PLAN, OR IF NOT INDICATED A MIN. OF 2 PIPE SIZES LARGER THAN SUPPLY LINE CONTAINED. ALL SLEEVES SHALL BE INSTALLED A MIN. OF 3" BELOW FINISH GRADE.
- CONTROL WIRES SHALL BE APPROXIMATE IRRIGATION CONTROL WIRE. USE 14 GAUGE CONTROL WIRE AND 12 GAUGE GROUND WIRE. WIRE SHALL BE BUNDLED AND ATTACHED TO THE MAIN LINE IN TRENCH OR THROUGH WIRE SLEEVES AT 90 DEGREE ANGLES 2" BELOW FIN. GRADE. ALL SLEEVES SHALL BE MADE WITH WATERPROOF GRIFF-TEK PIPING SPLICERS AND CONTAINED IN VALVE BOXES. TWO EXTRA CONTROL WIRES SHALL BE INSTALLED TO THE FURTHEST VALVES IN EACH DIRECTION FROM THE CONTROLLER.
- PIPING IN NARROW PLANTING AREAS, PARKING ISLANDS AND PLANTERS SHALL BE SET TO ONE SIDE TO ALLOW ROOM FOR ROOT BALLS. PIPE AS INDICATED ON PLAN IS SCHEDULED AND SHOULD BE ADJUSTED FOR FIELD CONDITIONS.
- ALL GUESS JOINTS SHALL BE CLEANED, SANDED, AND TREATED WITH A COLORED HIGH ETCH PRIMER AND CURED USING A SOLVENT CONFORMING WITH ASTM D2054.
- SYSTEM PIPE SIZE 3/4" SHALL BE CLASS 200 PVC SYSTEM PIPE SIZE 1" OR GREATER SHALL BE CLASS 150 PVC SYSTEM PIPE. ALL SCH 40 PVC TO SIZE INDICATED ON PLAN. ALL FITTINGS ARE SOLVENT WELD SCH 40 PVC. MAIN LINE SHALL HAVE 24" MINIMUM COVER. ALL OTHER PIPING SHALL HAVE 12" MIN. COVER. ALL SLOTTED 1/2" PIPING TRENCHES SHALL BE CLEAN AND FREE OF FOREIGN DEBRIS AND SHARP OBJECTS. BACKFILLED TRENCHES SHALL BE PROPERLY COMPACTED. ALL MAIN LINES WILL BE INSTALLED A MIN. OF 3' FROM ANY TREE OR PALM.
- WAITING TIME PER STATION WILL BE DETERMINED IN THE FIELD AND PER LOCAL REQUIREMENTS. REFER TO MANUFACTURER'S INSTRUCTIONS FOR PRESETTATION RATES OF SPRINKLERS SPECIFIED.
- IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE WITH 100% OVERLAP MIN. PROVIDE BUBBLERS FOR ALL NEW AND RELOCATED TREES AND PALMS.
- RUST CONTROL SYSTEM TO BE INSTALLED WITH PUMP STATION 8' FROM WELLS.
- THE IRRIGATION SYSTEM IN THE RIGHT-OF-WAY IS TO INCORPORATE LOW TRAFFIC/VEHICLE SPRAY HEADS TO MINIMIZE OVERTSPRAY.
- AS-BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR AND GIVEN TO THE OWNER PRIOR TO FINAL ACCEPTANCE. IT SHALL BE LEFT IN A NEAT AND PRESENTABLE CONDITION SATISFACTORY TO THE OWNER PRIOR TO SUBMITTAL OF THE FINAL PAYMENT.



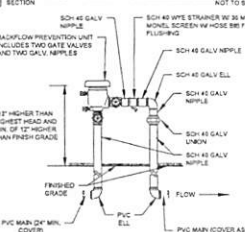
**HUNTER IRRIGATION DETAIL XC-CONTROLLER**  
 SECTION NOT TO SCALE



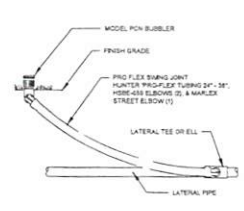
**HUNTER IRRIGATION DETAIL IN-LINE DRIP TUBING**  
 PLAN NOT TO SCALE



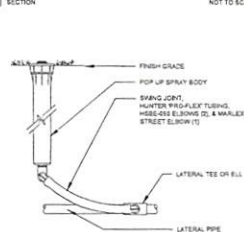
**HUNTER IRRIGATION DETAIL 4" POP-UP SPRAY HEAD**  
 SECTION NOT TO SCALE



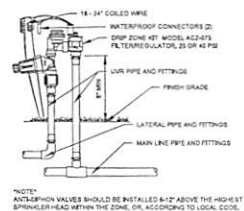
**FESCO 765 PRESSURE VACUUM BREAKER**  
 SECTION NOT TO SCALE



**HUNTER IRRIGATION DETAIL PCN BUBBLER**  
 SECTION NOT TO SCALE



**HUNTER IRRIGATION DETAIL 12" POP-UP SPRAY HEAD**  
 SECTION NOT TO SCALE



**HUNTER IRRIGATION DETAIL ACZ-075 VALVE**  
 PLAN NOT TO SCALE

**SECTION No.:** 86080000  
**Permit No.:** 2021-L-491-00004  
**COUNTY:** Broward  
**S.R. No.:** 84

**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): SR 84 from M.P. 19.667 to M.P. 19.686  
Permit or FM No(s): 2021-L-491-00004  
RLA of Record: Paul Weinberg  
Maintaining Agency: City of Fort Lauderdale  
Date: September 13, 2021

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### PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

*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.*

*The initial portion of the Maintenance Plan, Part I, describes general maintenance requirements and recommendations. The concluding section, Part II, provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.*

### 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.

### 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.

### **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.

### **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.

#### **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) TRAVELWAY 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*.

#### **HARDSCAPE (LANDSCAPE ACCENT LIGHTING) (IF APPLICABLE)**

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.

#### **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.

#### **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.

#### **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. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
2. Inspect groundcovers and shrubs on a monthly basis for maintaining full ground coverage.
3. Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. 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](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/CHAPTER\\_11\\_w\\_fl\\_a\\_specifics.htm](http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fl_a_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](http://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](http://www.fpl.com/residential/trees/right_tree_right_place.shtml)



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

2L

Today's Date: 3/6/24

DOCUMENT TITLE: (1) FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT; (2) ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

COMM. MTG. DATE: 2/6/24 CAM #: 24-0005 ITEM #: CR-2 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: Jolene C./5035 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 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: Documents to be signed/routed?  YES  NO # of originals attached: 2

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 3/7/24

Kimberly Cunningham Mosley  
Attorney's Name

Kele  
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 03/07/24

3) City Manager's Office: CMO LOG #: MAM88 Document received from: CCO 3/8/24

Assigned to:  GREG CHAVARRIA  
 ANTHONY FAJARDO

SUSAN GRANT

GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A FOR G. CHAVARRIA TO SIGN

PER ACM: PER ACM: A. Fajardo (Initial/Date)

PER ACM: S. Grant (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 2 originals to  Mayor  CCO Date: 3/8/2024

4) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

5) City Clerk: Scan original and forwards 2 originals to: Jolene Chism/CAO/Suite 1605

Attach    certified Reso #     YES  NO

Original Route form to Jolene C.