

SECTION No.: 860060000
Permit No.: 2020-L-491-00005
COUNTY: Broward
S.R. No.: 842

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

THIS AGREEMENT, made and entered into this 6th day of July 2021, 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 State Road 842 (Broward Boulevard) as part of the State Highway System as described in **Exhibit "A"**; and

WHEREAS, the AGENCY seeks to have installed by permit and maintain certain landscape improvements within the right of way of State Road 842 (Broward Boulevard) 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. 21-112 dated June 15, 2021, 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 (l) 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 Design Standards, Index 600 Series, Traffic Control through Work Zones*.
- (i) The most current edition of *FDOT Design Standards, Index 546 (Sight Distance at Intersections)* must be adhered to.
- (j) Lateral Offsets as specified in the *FDOT Plans Preparation Manual, Volume 1, Chapters 2 and 4* 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 NW 9th 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 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.

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 TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under anyone (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.

9. 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.

10. 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.

11. 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.

12. 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 (except the associated Permit).

13. 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.

14. DISPUTES

The DEPARTMENT'S District Secretary shall decide 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. Should the AGENCY disagree with the DEPARTMENT's District Secretary's decision, the AGENCY may pursue any and all legal and equitable remedies available under this Agreement.

15. 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.

16. 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. Venue with respect to judicial proceedings arising out of this Agreement shall be in Broward County, Florida.

17. 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.
Ft. Lauderdale, FL 33309-3421
Attention:
FDOT District IV Landscape Architect

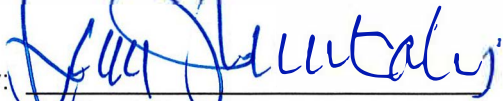
If to the AGENCY:
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Attention:
Christopher J. Lagerbloom
Title: City Manager

18. LIST OF EXHIBITS

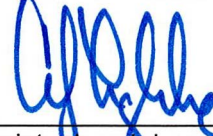
- Exhibit A: Landscape Improvements Maintenance Boundaries
- Exhibit B: Landscape Improvement Plans
- Exhibit C: Maintenance Plan for Landscape Improvements

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

CITY OF FORT LAUDERDALE, through its
CITY COMMISSIONERS

By: 
Dean J. Trantalis, Mayor


24 day of June, 2021


Christopher J. Lagerbloom, ICMA-CM
City Manager

23 day of June, 2021

Approved as to form by Office of City Attorney


Kimberly Cunningham Mosley
Assistant City Attorney

ATTEST: 
Jeffrey A. Modarelli, City Clerk



(SEAL)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Steven Braun
By: _____
80FB79A8F1EF4EE...
Transportation Development Director

DocuSigned by:
Allia E. Chavez
Attest: _____ (SEAL)
E14549BD631D471...
Executive Secretary

Legal Review

Date

DocuSigned by:
Dawn Raduano
_____ **7/6/2021 | 5:55 PM EDT**
CAA57910ADE64DE...
Office of the General Counsel

SECTION No.: 860060000
Permit No.: 2020-L-491-00005
COUNTY: Broward
S.R. No.: 842

EXHIBIT A

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

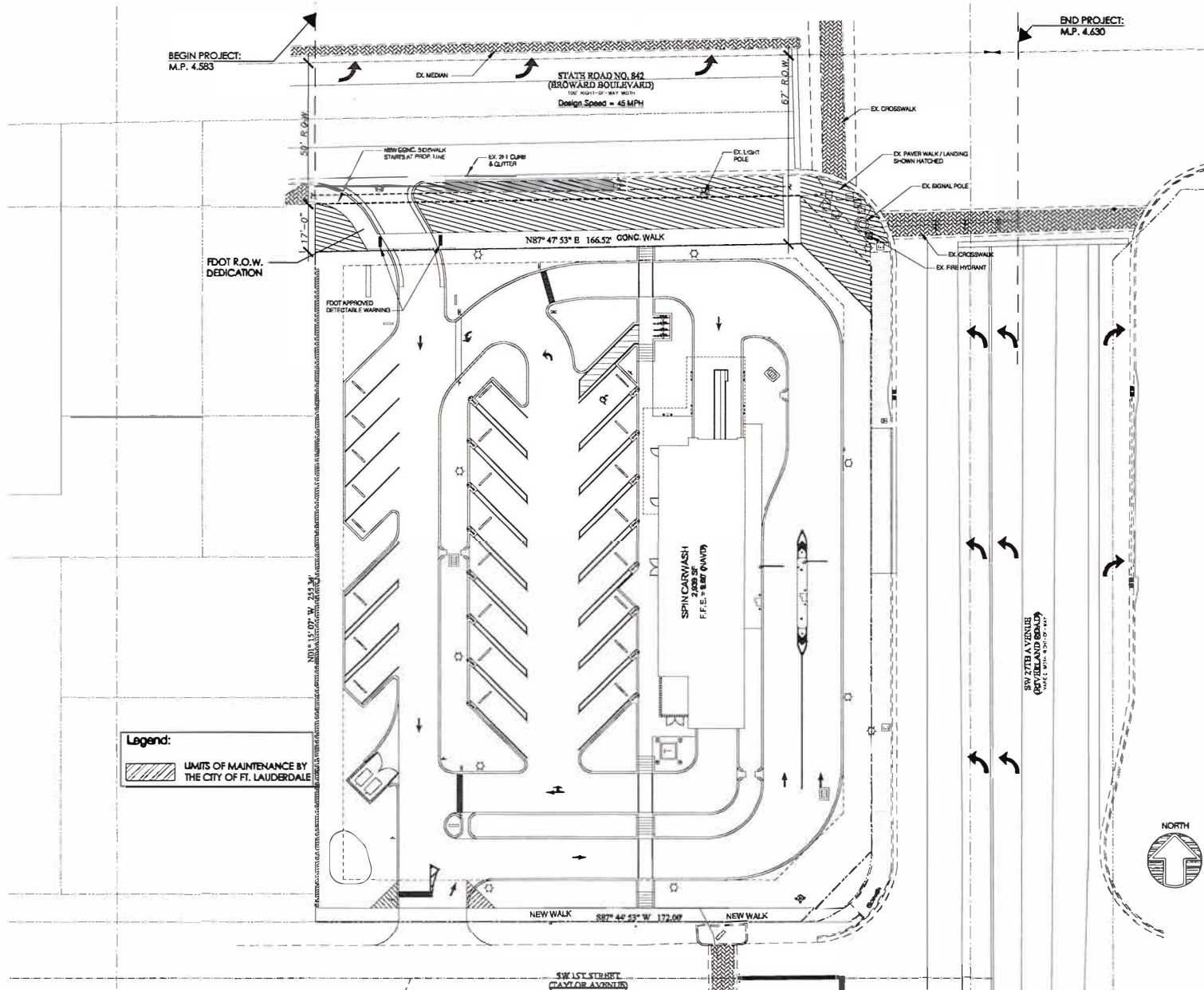
I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

SECTION Number: 860060000

State Road 842 (Broward Boulevard) from M.P.4.630 to M.P. 4.583

II. LANDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

Please see attached map



Landscape Improvement Maintenance Boundary Map - City of Ft. Lauderdale FDOT Landscape Permit Number 2020-L-491-0005

SECTION No.: 860060000
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S.R. No.: 842

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

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

Please see attached plans prepared by: Dan Carter, RLA
Dan Carter & Associates
Landscape Architecture, Inc.

Date: March 5, 2021

Sheets – L – 1 thru L - 4

- RELOCATION NOTES:**
1. All canopy trees to be relocated or associated on this site, are to be replanted for a minimum of 3 months prior to the relocation process.
 2. The root ball size for each tree will depend on the caliber of the individual tree to be relocated. The size of the root ball area may be adjusted to account for and ensure the stability of the individual tree.
 3. All trees to be moved by "rough cut" and the root ball must be wrapped in burlap or other protective material.
 4. Temporary irrigation shall be provided to all relocated trees during the re-rooting process, and after the trees have been relocated to their location for a minimum of 4 months, or as necessary to insure tree survival.
 5. The soil volume of all trees shall be reduced by a minimum of 20% of time of root pruning.
 6. All trees shall be supported with temporary (i.e. cross, rafter and stake, tree brace, or other) capable of holding the tree without causing any portion of the tree, the drainage network or the soil to be displaced or damaged.
 7. All relocation work shall comply with the following Florida Statutes:

- REMOVAL NOTES:**
1. All trees to be removed shall be completely removed from the site.
 2. The root systems of the removal, shall be removed in such a manner to facilitate the installation of new trees, or plants.
 3. The removal of all trees shall be completed within a minimum of 30 days, and a final site cleanup shall be completed.
 4. The removal of all trees shall be completed within a minimum of 30 days, and a final site cleanup shall be completed.

ALL UNDERGROUND UTILITIES SHALL BE LOCATED PRIOR TO COMMENCING ANY WORK ON THE SITE, PER FLORIDA LAW.

PERMIT NOTES:
ALL MATERIAL ON SITE NOT INDICATED TO BE REMOVED OR RELOCATED SHALL REMAIN.
SEE SHEETS FOR RELOCATED MATERIAL LOCATIONS.

NOTE:
RELOCATED TREES WILL BE MOVED BY THE APPLICANT FOLLOWING THE ANSI A300 STANDARDS AND GUARANTEED BY THE PERMIT HOLDER FOR ONE YEAR FOR TREES OF LESS THAN SIX INCHES IN CALIPER AND FOR TWO YEARS FOR TREES GREATER THAN SIX INCHES IN CALIPER, AS PER FDOT 47.21.15. A MONITORING GUARANTEE OF FORTY-NINE MONTHS, COVERING CHECKS ON CALIPER CHECKS MAY BE REQUIRED TO INSURE COMPLIANCE WITH REGULATIONS. A TREE PROTECTION GUARANTEE, BEFORE DURING AND AFTER CONSTRUCTION ACTIVITIES, MAY BE REQUIRED TO INSURE PROTECTION OF TREE OR TREES. THIS CAN BE IN ADDITION TO A MONITORING GUARANTEE. THE AMOUNT OF GUARANTEE IS BASED ON THE EQUIVALENT VALUE OF THE TREE OR TREES SPECIFICALLY INCLUDED. THIS MONITORING GUARANTEE SHALL BE REQUIRED AT THE TIME OF PERMITTING.

TREE INVENTORY CONDUCTED APRIL 22, 2016

EXISTING TREE LEGEND:	SIZE	REVISION	MIGRATION CALC.
#1 EXIST DYPIS LUTEUSCHII / ARECA PALM	4" DBH	TO BE REMOVED	N/A
#2 EXIST DYPIS LUTEUSCHII / ARECA PALM	12" DBH	TO BE REMOVED	N/A
#3 EXIST BUCIDA BUCIFERA / BLACK OLIVE	2" DBH	TO BE REMOVED	17 CALIPER REPLACEMENT
#4 EXIST BUCIDA BUCIFERA / BLACK OLIVE	12" DBH	TO BE REMOVED	N/A
#5 EXIST CUPANOPSIS ANACARDIODES / CAROLINIAN WAX PALM	12" DBH	TO BE REMOVED	N/A
#6 EXIST CALOPHYLLUM BRASILIENSE / BRAZIL BEAUTY LEAF	12" DBH	TO BE REMOVED	N/A
#7 EXIST SABAL PALMETTO / CAMBAGE PALM	18" DBH	TO BE REMOVED	N/A
#8 EXIST CALOPHYLLUM BRASILIENSE / BRAZIL BEAUTY LEAF	12" DBH	TO BE REMOVED	N/A
#9 EXIST SWYRTZIA MARITIMA / MANDOCAY	4" DBH	TO BE REMOVED	N/A
#10 EXIST SWYRTZIA MARITIMA / MANDOCAY	2" DBH	TO BE REMOVED	N/A
#11 EXIST WOODSTONIA BURKATTA / FORTUNA PALM	4" DBH	TO BE REMOVED	N/A
#12 EXIST BURSEERA SPINARUBRA / GUAYMO LIMBO	8" DBH	TO BE REMOVED	N/A
#13 EXIST BURSEERA SPINARUBRA / GUAYMO LIMBO	8" DBH	TO BE REMOVED	N/A

TREE MITIGATION CALCULATION TABLE

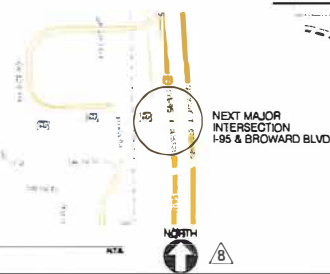
TREE #	BOTANICAL NAME	COMMON NAME	DBH	CANOPY	HEIGHT	CONDITION	DEGRADATION	MIGRATION CALC.
#1	DYPIS LUTEUSCHII	ARECA PALM	4"	6'	4'	70%	TO BE REMOVED	N/A
#2	DYPIS LUTEUSCHII	ARECA PALM	12"	16'	4'	70%	TO BE REMOVED	N/A
#3	BUCIDA BUCIFERA	BLACK OLIVE	2"	35'	40'	80%	TO BE REMOVED	17.344 REPLACEMENT VALUE
#4	BUCIDA BUCIFERA	BLACK OLIVE	12"	30'	29'	50%	TO BE REMOVED	3 CALIPER REPLACEMENT
#5	CUPANOPSIS ANACARDIODES	CAROLINIAN WAX PALM	12"	24'	10'	40%	TO BE REMOVED	N/A
#6	CALOPHYLLUM BRASILIENSE	BRAZIL BEAUTY LEAF	12"	20'	17'	20%	TO BE REMOVED	N/A
#7	SABAL PALMETTO	CAMBAGE PALM	18"	10'	11'	30%	TO BE REMOVED	N/A
#8	CALOPHYLLUM BRASILIENSE	BRAZIL BEAUTY LEAF	12"	14'	22'	80%	TO BE REMOVED	N/A
#9	SWYRTZIA MARITIMA	MANDOCAY	4"	19'	19'	40%	TO BE REMOVED	4 CALIPER REPLACEMENT
#10	SWYRTZIA MARITIMA	MANDOCAY	2"	4'	4'	30%	TO BE REMOVED	N/A
#11	WOODSTONIA BURKATTA	FORTUNA PALM	4"	7'	12'	80%	TO BE REMOVED	N/A
#12	BURSEERA SPINARUBRA	GUAYMO LIMBO	8"	15'	18'	50%	TO BE REMOVED	N/A
#13	BURSEERA SPINARUBRA	GUAYMO LIMBO	8"	15'	18'	80%	TO BE REMOVED	N/A

NOTE: Refer to Landscape Plan for Mitigation Locations

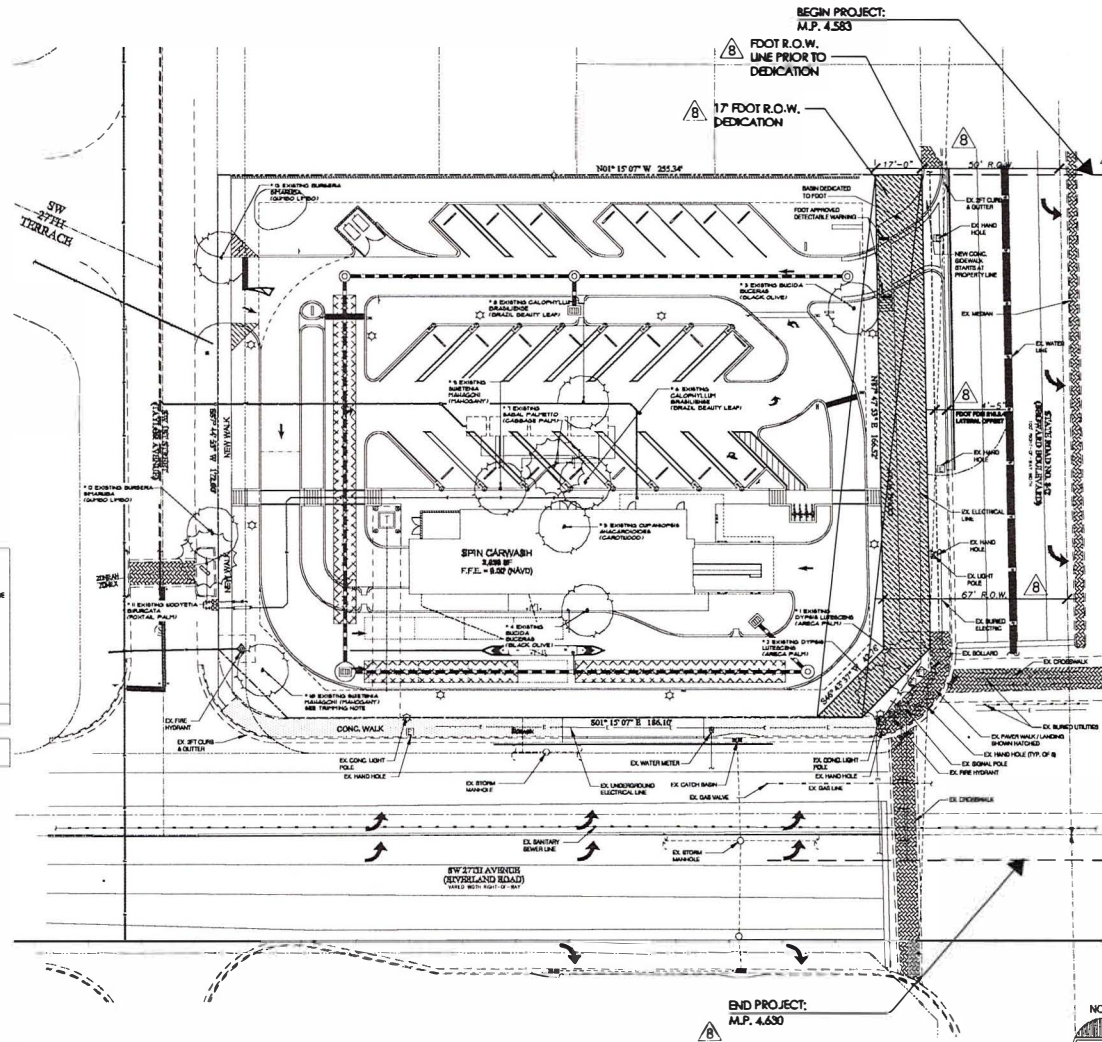
TRIMMING NOTE: tree #10 to have corrective trimming & pruning by Certified Arborist.



General Location Map



Overall Existing Tree Removal & Relocation Plan



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

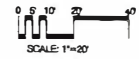
REVISIONS	BY
7.29.16 Permit 8081	
11/17/16 Per revised Site Plan & City Comments	PL
07/11/17 Per City review comments & P.L. Review	PL
02/13/18 Per revised Site Plan	PL
08/15/17 Per meetings w/ City (M.P.) On Street Side	PL
08/27/18 Per revised Arch Site Plan	PL
08/14/18 Per PDOT review 07/26/18 Per PDOT review	TE

DESIGNED BY:
CARTER & ASSOCIATES
LANDSCAPE ARCHITECTS INC.
74 N.E. 5th AVE, DeSoto Beach, FL 33588
561-272-9421 east-office@carterandassociates.com

Landscape for:
SPIN CAR WASH
2700 WEST BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33312

DRW#	05174
DATE	08/20/16
DESIGNER	D.H.C.
CHECKER	D.J.B.
SCALE	1"=20'
DATE	07/26/16
SCALE	1"=20'
DATE	08/14/18
SCALE	1"=20'
DATE	08/14/18
SCALE	1"=20'
DATE	08/14/18
SCALE	1"=20'

Daniel Carter
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Date: 2021.03.05
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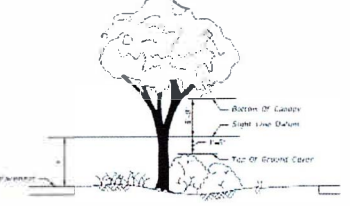
FDOT Landscape Permit Number 2020-L-491-0005

L-1

of 4 sheets



Figure 212.11.2 Window Detail



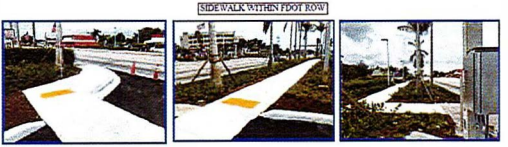
* Since observations are made in both directions, the line of sight datum between roadways is 3.5 feet above both pavements

FDOT Figure 212.11.2

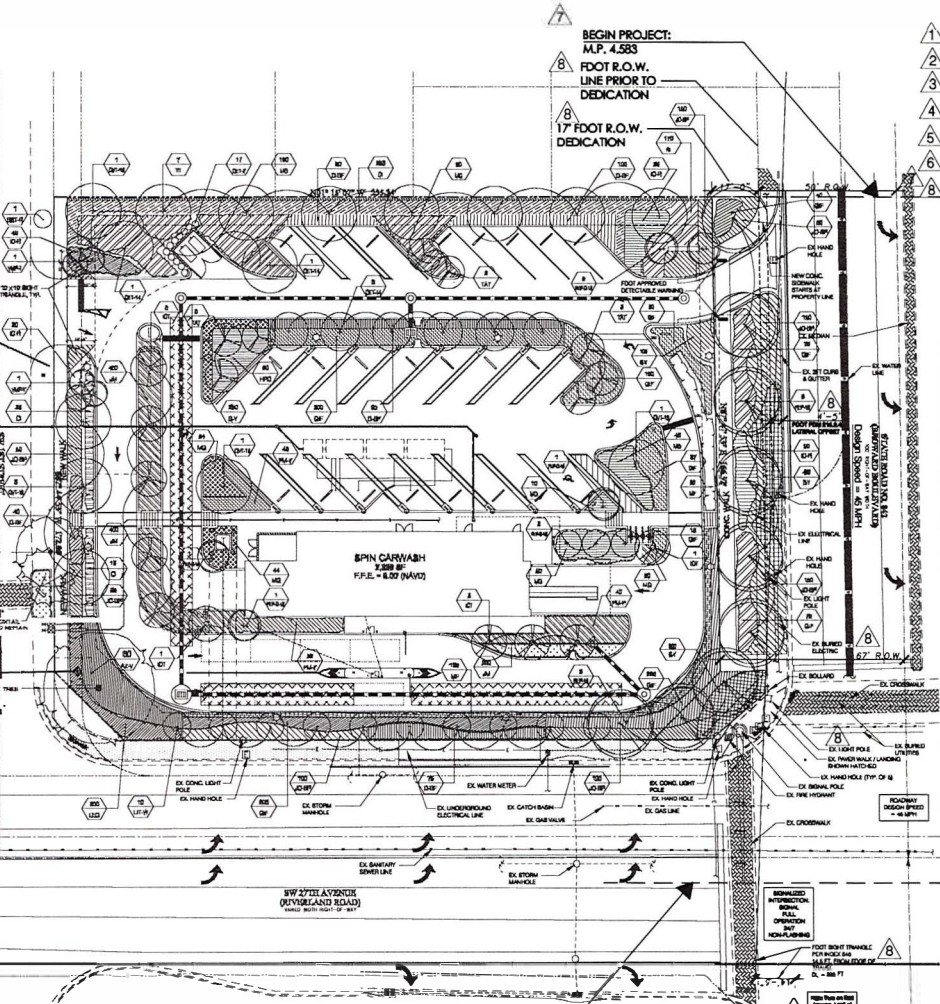
Per FDOT Design Manual (DMM) Chapter 212.11.1, Figure 212.11.2 Repeat Areas Limited to Ground Cover. Do not place trees, palms or shrubs (mature height greater than 10' unless the sight line datum) within the roadway area as shown in Figure 212.11.2. The hatched area is for ground cover only.

LANDSCAPE TABULAR DATA		
Site Area = 427,881 Sq. Ft. (Total Area)		
Vehicle Use Area = 27,814 S.F.		
VJA Landscape Area (84% 20% of VJA) = 18,898 S.F. 64.3% of VJA		
Paved Area Landscape Area = 4,112 S.F.		
Interior Landscape Area = 8,086 S.F. (27 parking spaces)		
DESCRIPTION	REQUIRED	PROVIDED
Total Trees (1 per 1,000 Sq. Ft. net lot area)	81	80
VJA Trees (1 per 1,000 Sq. Ft. VJA)	39	33
VJA Shade Trees of Cal. DBH	7	7
VJA Shade Trees 2" Cal. DBH	7	8
VJA Palm Trees	8	8
VJA Other Tree Species	8	8
VJA Shrubs (8 per 1,000 Sq. Ft. VJA)	168	2,481

- FDOT GENERAL NOTES:**
1. GOVERNING STANDARD PLANS: Florida Department of Transportation, FY 2020-21 Standard Plans for Road and Bridge Construction and available Public Reviews (PR). Website: www.floridadepartmentoftransportation.com
 2. GOVERNING STANDARD SPECIFICATIONS: Florida Department of Transportation, January 2020 Standard Specifications for Road and Bridge Construction, available: www.floridadepartmentoftransportation.com
 3. Contractor shall ensure all permits are to FDOT property during construction, installation &/or maintenance activities at the site location.
 4. Any permit required submission within or impacting the FDOT Right of Way whether requested by the Contractor, Owner, Landscape Architect or other will need to get approval from the FDOT District Landscape Architect. "Required" Permit(s) installation shall comply with current FDOT Standard Specifications (SS), applicable Online Information (OI) and/or other applicable information. "Recommended" Permit(s) installation shall comply with current FDOT Standard Specifications (SS), applicable Online Information (OI) and/or other applicable information. "If applicable" Permit(s) to be installed to ensure the right of way, please add the following notes: "If applicable" Permit(s) installation for sidewalks, medians, driveway or roadway within the FDOT right of way shall comply with current FDOT Standard Specifications (SS), Online Information (OI) and/or other applicable information. "If applicable" Permit(s) to be installed to ensure the right of way, please add the following notes: "If applicable" Permit(s) installation for sidewalks, medians, driveway or roadway within the FDOT right of way shall comply with current FDOT Standard Specifications (SS), Online Information (OI) and/or other applicable information. If ownership of an existing excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be removed by the Permittee, at their own expense from the site to the approved Operations Center or recycled in those areas as directed by the Department, including required permits.
- FDOT PLANNING NOTES:**
1. For the portion of landscape plan included that will be installed within the FDOT Right of Way, landscape installation shall comply with current applicable FDOT Maintenance Specifications (MS), Online Information (OI) and/or other applicable information.
 2. For the portion of landscape plan included that will be installed within the FDOT Right of Way after the FDOT Standard Plans Index (SS-201) Landscape Installation, Online Information (OI) and/or other applicable information.
 3. Quacking is not permitted on FDOT Right of Way. Mulch permitted to be used are mulches from certified nurseries (certified on Organic products), recycled water or approved earth, certified by the local Soil Conservation District (SCD). Mulch shall be installed to the FDOT District Quarterly Report. Landscaping materials used throughout.
 4. Mulch areas shall be in accordance with Standard Plans Index (SS-210) and Standard Specifications Sections 103, 571, 581, 582, 583, 584, 585 of the Department's latest edition of Governing Design Standards and Standard Specifications. All mulched areas will be mulched within one (1) week of installation of said mulched work.



Sidewalk As Located Within FDOT R.O.W. Dedication NTA



REVISIONS	BY
7/20/18 Permit 8 items	
07/27/17 Rev. revised Site Plan & City Comments	PL
07/21/17 Rev. revised Site Plan	PL
06/15/17 Per City review comments & P.L. Review	PL
02/13/18 Per revised Site Plan	PL
08/15/18 Per meetings of City (COP) On Street Sale	PL
08/27/18 Per revised Arch Site Plan	PL
09/14/18 Per FDOT Review	PL
09/25/18 Per FDOT review	PL

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Landscape for:
SPIN CAR WASH
 2700 WEST BROWARD BOULEVARD
 FORT LAUDERDALE, FLORIDA 33312

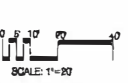
08/01/18	JAC/PA
07/26/18	D.H.C.
07/26/18	
11/1/20	
08/16/18	
08/16/18	

L-2

Landscape Plan

Daniel Carter

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 Date: 2021.03.05
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SCALE: 1"=30'
 FDOT Landscape Permit Number 2020-L-491-0005

PLANT MATERIAL SCHEDULE

Table with columns: QTY, Key, Scientific Name, Common Name, Size, and Description. Lists various plants like Live Oak, Green Dwarfed Tree, Yellow Tab Tree, etc.

* Double native, or highly drought tolerant plant materials, per SRWMD "Landscape Manual".
** SRWMD very drought tolerant list
Planting notes, see specs. & details
Soil Media: ProForm
All landscaping shall receive 100% coverage from an automatic irrigation system.

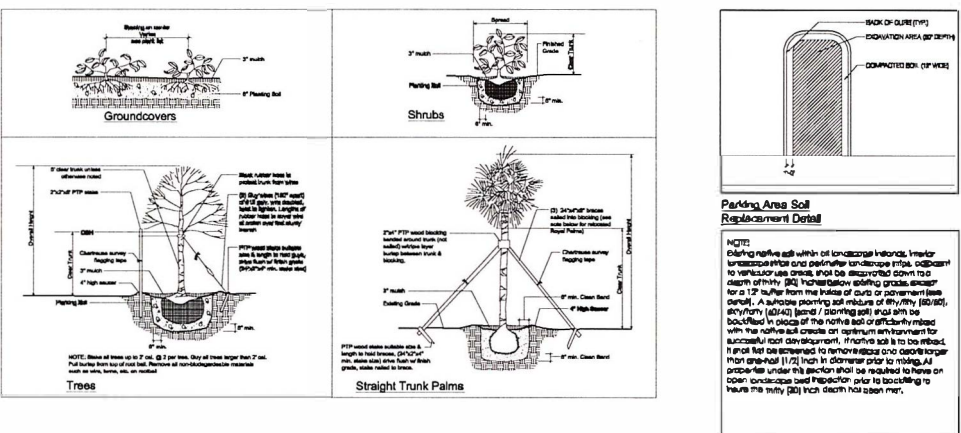
GENERAL LANDSCAPE NOTES

- 1. All plant materials shall be F1, #1, or better, as per the latest addition of F1, Grades & Standards. All "bedroom" quality materials shall be F1, Fancy, and shall be pre-approved by the Landscape Architect.
2. All plant materials shall be true to name & size, as per F1, Grades & Standards. Plant materials which do not meet, or exceed these standards will not be accepted.
3. Quantities, sizes, and locations of plants will be determined by the material schedule. Quantities shown on the material schedule are to be used as a guideline. The landscape contractor shall be responsible for the actual quantities shown on the plan. The plan will take precedence over the material schedule. Discrepancies shall be brought to the attention of the Landscape Architect, prior to commencing.
4. No substitutions shall be accepted without the Landscape Architect's written approval. All substitutions requested shall be made in writing.
5. Planting holes shall be clean, airtight, and free of debris. Soil shall consist of 60% R1, 10% 50% coarse sand, 20% soil to be imported with a minimum of 4" on slope & bottom of root balls. Shrub, plants & ground covers shall be planted with a minimum of 4" of planting soil worked into the top 2" of the planting hole. Saddle points and shrub holes shall be treated with a clean well graded sand.
6. Mulch shall be applied to all plantings, per manufacturer recommendations. In addition, "Agriform" mulch (30-10-5) shall also be applied to all plants 1 gal. and above, per manufacturer recommendations.
7. All trees & palms shall be mulched with a 3" diameter circle, 2" minimum depth. All planting beds shall receive 2" finished grade, much upon completion of planting process. Mulch and "Agriform", or approved equal, NO CYRESS MULCH SHALL BE UTILIZED ON THE PROJECT.
8. All plants shall be planted at soil levels which they were previously grown. Shrub and hedge are to be planted 2" away from any wall, or structure. Materials will be at greater than or average shall be planted so as not to impede the natural growth habit of the plant.
9. All materials are to be watered immediately after planting, as to removal of air pockets. All materials are to be hand-watered for a minimum of 1 week after installation, and thereafter as required. Contractor shall advise the owner of any additional hand-watering requirements.
10. All trees 2" or larger, are to be staked, or guied, to provide complete support until that material remain upright & true in an up-right position through the guarantee period. Staking & guying shall be performed at the option of the landscape contractor, except where required by code. However, the landscape contractor shall be responsible for all trees & palms remaining upright & true through the guarantee period. In the event that a material will be staked, or guied, the landscape contractor shall not be held responsible.
11. All soil shall be "topsoil", unless otherwise specified. Soil shall be dense, green, well-rooted, and free of debris, weeds, clumps, or insects. A complete 4-4-6 fertilizer shall be applied at a rate of 10lbs. per 1,000sq.ft. Soil is to be watered to a depth of 2" immediately after installation. Grasses are to be rolled smooth, and all debris removed, prior to installation.
12. All trees, plants & ground-covers shall be guaranteed for a period of 120 days, and all palms are for a period of one year, after the date of successful completion. Plants, containers & containers/pots are to be maintained, per grower/supplier recommendations, by a qualified person, or firm. Soil maintenance program shall be the responsibility of the owner. The landscape invoice will be cleared at completion of the plant materials. The landscape contractor shall remove any, or all of the rejected materials from the site at their discretion.
13. The removal of "base rock" is not included in the landscape contract.
14. All grades are to be within 2" of finished grade, prior to the landscape contractor commencing work.

Automatic irrigation system to provide 100% irrigation coverage, with 100% overlap minimum, with a programmable controller and rain sensor. Shrub & Turf zones are to be separated. There shall be NO TRESS OR SHRUBS PLACED WITHIN WATER, LOWEST OR DRAINAGE BASINS.

TREE PROTECTION NOTES

- Protection from construction work. During any construction, land development or lot clearing, the contractor and the owner of the property subject to the section shall adhere to the requirements which follow:
(1) Fences and maintain protective barriers around the drip line of all trees to be retained on the site to prevent their destruction or damage. The protective barriers shall be of solid 4" x 4" post in height and conspicuously colored to be seen easily by operators of trucks and other equipment. Protective barriers shall be constructed of sturdy material (not flapping or flailing) and shall be installed prior to and during construction and/or land development.
(2) No stone or use materials or equipment within the drip line of any tree to be retained on site unless the activity is being done to protect trees.
(3) No drainage or construction of the soil within the drip line of any tree to be retained on site with any construction materials such as cement, oil, asphalt, petroleum products, asphalt, concrete, mortar, or other materials that may cause soil stress impacts.
(4) Clearing of vegetation within the drip line of trees designated for preservation shall only be by hand or light rubber wheel equipment. No other equipment shall be used.
(5) Utilities including wires and stumps where needed to protect trees to be preserved from severe grade changes.
(6) Pruning of trees to be preserved shall be in accordance with the standards for pruning established by ANSI.
(7) No use of attachments, other than those of a protective and non-damaging nature, to any tree to be retained on the site.
(8) No change the natural grade above the root system within the drip line of any tree to be retained on site unless it can be demonstrated to the city that it will not damage any tree.
(9) Avoid any encroachments, excavations or severe grade changes within the drip line of preserved trees unless it can be demonstrated to the city that it will not impact any tree and.
(10) No cause soil compaction within the drip line of any tree to be retained on site and.
(11) Any trees designated to be preserved which are damaged during construction and/or property be repaired.



Landscape General Notes and Details

Daniel Carter
Digitally signed by Daniel Carter
Date: 2021.03.05
09:57:08 -05'00'

REVISIONS table with columns: NO., DATE, BY, and Description of revisions.

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Spin Car Wash
2700 WEST BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33312

Table with columns: DRAWN, DESIGNED, CHECKED, DATE, SCALE, and SHEET NUMBER.



REGULATOR LEGEND

- Rain Bird S70 Series Sub 3/4" Heads
- High End 1800 Series WPC or Full on (N/A)
- Bubbler Heads
- Rain Bird PVS Valves
- Rain Bird Controller ESP Series/Mini Clac Both Series
- Water Saver: Valve & Pump capable of providing 45 GPM
- NOTE: Main Line (Type 1) & valves locations are shown for graphic clarity only. Rain Bird Line (Type 2) & valves are to be located within landscape area's on-site. REVISIONS REQUIRED.

NOTES:

Automatic Irrigation System
Water demand zone
Measure required (refer to plan)

GENERAL:

System shall be installed in accordance with a Federal, State, and local codes, Control drawings and Control specifications.
Irrigation design is based on "Pulsar Plan" dated 07/26/14
Contractor shall refer to the plan to coordinate sprinkler locations and pipe routing with plant locations.
The water source for the system shall be Well #2 Pump (capable of providing 45 GPM).
The master shut-off valve shall be activated via the automatic controller, and shall be sized to accommodate the pipe size when the system is not operating.
Contractor shall refer to the plan to coordinate sprinkler locations and pipe routing with plant locations.
The water source for the system shall be Well #2 Pump (capable of providing 45 GPM).
The master shut-off valve shall be activated via the automatic controller, and shall be sized to accommodate the pipe size when the system is not operating.
Contractor shall refer to the plan to coordinate sprinkler locations and pipe routing with plant locations.

6" POP-UP SPRAY FLEX ASSEMBLY

N.T.A.

① Rain Sensor
② Rain Bird Controller
③ Rain Bird Valve
④ Rain Bird Head
⑤ Rain Bird Pipe
⑥ Rain Bird Fitting

(OPTIONAL) ROTOR POP-UP SPRINKLER

N.T.A.

① Rain Sensor
② Rain Bird Controller
③ Rain Bird Valve
④ Rain Bird Head
⑤ Rain Bird Pipe
⑥ Rain Bird Fitting

7 WIRE BUNDLE JUNCTION BOX

N.T.A.

① Rain Bird Valve
② Rain Bird Head
③ Rain Bird Pipe
④ Rain Bird Fitting

REVISIONS	BY
7.20.18 Permit	PL
11/20/18 Per revised Site Plan	PL
07/21/17 Per revised Site Plan	PL
06/15/17 Per City review comments & FPI Review	PL
02/13/18 Per revised Site Plan	PL
06/15/18 Per meeting w/ City (K.P.) On Street Side	PL
05/27/18 Per revised Arch Site Plan	PL
09/14/18 Per FDOT review	FTE
07/16/20 Per FDOT review	FTE

12" POP-UP SPRAY FLEX ASSEMBLY

N.T.A.

① Rain Sensor
② Rain Bird Controller
③ Rain Bird Valve
④ Rain Bird Head
⑤ Rain Bird Pipe
⑥ Rain Bird Fitting

RAIN SENSOR ROD-BEX WALL BRACKET

N.T.A.

① Rain Sensor
② Rain Bird Controller
③ Rain Bird Valve
④ Rain Bird Head
⑤ Rain Bird Pipe
⑥ Rain Bird Fitting

ELECTRIC REMOTE CONTROL VALVE

N.T.A.

① Rain Sensor
② Rain Bird Controller
③ Rain Bird Valve
④ Rain Bird Head
⑤ Rain Bird Pipe
⑥ Rain Bird Fitting

ESP-SMT SMART CONTROL SYSTEM

N.T.A.

① Rain Sensor
② Rain Bird Controller
③ Rain Bird Valve
④ Rain Bird Head
⑤ Rain Bird Pipe
⑥ Rain Bird Fitting

BEGIN PROJECT: M.P. 4.583

END PROJECT: M.P. 4.630

SPIN CAR WASH AREA (M.V.C.)

WATER SAVING VALVE (M.V.C.)

RAIN SENSOR (M.V.C.)

WELL #2 PUMP (M.V.C.)

WELL #1 PUMP (M.V.C.)

WELL #3 PUMP (M.V.C.)

WELL #4 PUMP (M.V.C.)

WELL #5 PUMP (M.V.C.)

WELL #6 PUMP (M.V.C.)

WELL #7 PUMP (M.V.C.)

WELL #8 PUMP (M.V.C.)

WELL #9 PUMP (M.V.C.)

WELL #10 PUMP (M.V.C.)

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WELL #97 PUMP (M.V.C.)

WELL #98 PUMP (M.V.C.)

WELL #99 PUMP (M.V.C.)

WELL #100 PUMP (M.V.C.)

DESIGNED BY:
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561-979-9621 east-coast@carterarchitect.com LA 88

Landscape for:
SPIN CAR WASH
2700 WEST BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33312

DATE	DESCRIPTION
07/26/18	D.H.C.
07/26/18	DATE
11-20	SCALE
09/14	DATE
09/14	DATE

Digitally signed by Daniel Carter
Date: 2021.03.05 09:57:48 -0500

L-4



FOOT IRRIGATION NOTES

- The irrigation system shall use the lowest quality water available which adequately and safely meets the water needs of the system. Rain water, treated water, or grey water should be used whenever possible.
- FOOT IRRIGATION SYSTEMS SHALL BE USED WHERE APPROPRIATE.
- Contractor shall provide FOOT IRRIGATION SYSTEMS with a set of 1/2" SMT irrigation pipes.

Irrigation Plan

IRRIGATION NOTE:
ALL NEW TREES & PLANTS TO RECEIVE BUBBLER HEADS

SCALE: 1"=20'

FDOT Landscape Permit Number 2020-L-491-0005

SECTION No.: 860060000
Permit No.: 2020-L-491-00005
COUNTY: Broward
S.R. No.: 842

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

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

Please see attached

MAINTENANCE PLAN Landscape Improvements

Project State Road No: State Road 842 (Broward Boulevard) from M.P.4.630
to M.P. 4.583

Permit: 2020-L-491-00005
Maintaining Agency: City of Fort Lauderdale
RLA of Record: Dan Carter
Date: October 23, 2020

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 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 describes general maintenance requirements and recommendations. **The concluding section 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 in such a manner as 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. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area 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 specific pruning heights 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 specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II., Specific Project Site Maintenance Requirements and Recommendations as guidance. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages.

STAKING AND GUYING

All staking materials, except for replacements, are to be removed by the completion of FDOT establishment or after one year (whichever comes first). 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 tree grates and concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. 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 specialty surfacing or tree grates 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.

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.

II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

Mulch: The contractor shall maintain a 2" clear zone of mulch, away from the trunks of all trees, palms, shrubs plants & ground covers.

Pruning: The contractor shall disinfect and cleanse all trimming & pruning equipment prior to performing any work at this site.

Trimming Heights:

*Simpson stopper to be maintained @ 30" above the average grade level of the planting area.
Ixora, red to be maintained @ 20-24" above the average grade level of the planting area.*

Green Island Ficus to be maintained, as a solid mass planting @ 12-15" above the average grade level of the planting bed.

Blue Pacific Juniper to be maintained, as a solid mass planting 4-6" above the average grade level of the planting bed.

Royal Palms shall have all brown, or dying fronds, and seed pods, removed immediately.

Bulbine, ground cover to be allowed to grow naturally and kept at a height of 12-15" oa. height. This material is not to be trimmed as a hedge form. All brown leaves & flowers to be removed on a regular basis

REFERENCES

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

Accessible Sidewalk (ADA)

<http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG)

http://www.ada.gov/2010ADAstandards_index.htm

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase

<http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015*

<http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*

http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/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

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

CERTIFICATION

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

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 24th day of June, 20 21

Wendy S. Boyer City Clerk



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RESOLUTION NO. 21-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR INSTALLATION AND MAINTENANCE OF LANDSCAPE AND HARDSCAPE IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD 842, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT WITH 101 SW 27TH AVE, LLC, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale, Florida ("City") wishes to enter into a Landscape Maintenance Memorandum of Agreement ("MMOA") with the Florida Department of Transportation ("FDOT") for installation and maintenance of landscape and hardscape improvements within the right-of-way on State Road 842; and

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

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

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

WHEREAS, the City and the current owner of the property, 101 SW 27th Ave, LLC, have agreed to enter into an Assumption of Liability and Hold Harmless Agreement, which passes the maintenance responsibility and costs associated with the MMOA to 101 SW 27th Ave, LLC and wherein 101 SW 27th Ave, LLC agrees to assume and hold the City harmless from any obligations under the proposed MMOA pertaining to any improvements installed in the right-of-way by 101 SW 27th Ave, LLC;

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

SECTION 1. That the City Manager is authorized to execute a Landscape Maintenance Memorandum of Agreement between the City of Fort Lauderdale, Florida, and the Florida Department of Transportation for the installation and maintenance of landscape and hardscape improvements within the right-of-way on State Road 842.



RESOLUTION NO. 21-112

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SECTION 2. That the City Manager is authorized to execute an Assumption of Liability and Hold Harmless Agreement between the City and 101 SW 27th Ave, LLC, wherein 101 SW 27th Ave, LLC agrees to assume liability and hold the City harmless from any obligations under the Landscape Maintenance Memorandum of Agreement pertaining to any landscape and hardscape improvements installed in the right-of-way by 101 SW 27th Ave, LLC.

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

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this 15th day of June, 2021.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
JEFFREY A. MODARELLI



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 6/21/2021

IL 6/24/21

DOCUMENT TITLE: STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

COMM. MTG. DATE: 6/15/2021 CAM #: 21-0577 ITEM #: CR-3 CAM attached: YES NO

Routing Origin: TAM Router Name/Ext: G.izzuti-Smith/3764 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) Dept: TAM Router Name/Ext: G.Rizzuti-Smith/3764 # of originals routed: 1 Date to CAO: 6/21/2021

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1

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

Date to CCO: 6/21/2021

Kimberly Cunningham Mosley
Attorney's Name

KCM
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 6/22/2021

4) City Manager's Office: CMO LOG #: Jun-44 Document received from: 6-22-21

Assigned to: CHRIS LAGERBLOOM TARLESHA SMITH GREG CHAVARRIA
CHRIS LAGERBLOOM as CRA Executive Director

APPROVED FOR C. LAGERBLOOM'S SIGNATURE N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to Mayor CCO Date: 6-23-21

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Forward 1 originals to CAO for FINAL APPROVAL Date: 6/24/2021

7) CAO forwards ___ originals to CCO Date: _____

8) City Clerk: Scan original and forwards 1 originals to: G.Rizzuti-Smith/3764

Attach 1 certified Reso # 21-112 YES NO

Original Route form to K.Nembhard