S.R. No.: A1A

COUNTY: PALM BEACH

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR (4) INCLUSIVE LANDSCAPE MAINTENANCE **MEMORANDUM OF AGREEMENT**

AGREEMENT. made and entered into this 2017, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the Town of Highland Beach, a municipal corporation of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Road A1A (South Ocean Boulevard) as part of the State Highway System as described in Exhibit "A"; and

WHEREAS, the AGENCY or adjacent property owner seeks to install or has installed and the AGENCY maintains certain landscape improvements, as defined in paragraph numbered 2, page 2, within the right of way of State Road A1A (South Ocean Boulevard) as described within Exhibit "B" and "C"; and

WHEREAS, the AGENCY seeks to install, has installed and maintains certain landscape improvements within the right of way of State Road A1A (South Ocean Boulevard) as described within Exhibit "B", and "C"; and

WHEREAS, the AGENCY and the DEPARTMENT have entered into previous agreements for the AGENCY to maintain landscape improvements on DEPARTMENT right of way; 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 facilities as State Road A1A (South Ocean Boulevard) described further in Exhibit "A" attached hereto and incorporated by reference herein: and

WHEREAS, the AGENCY is of the opinion that the highway facilities within the AGENCY'S limits that contain landscape improvements shall be maintained by the AGENCY; 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 were made at the request of the AGENCY; and

WHEREAS, as designated to be superseded, the AGENCY and DEPARTMENT intend for this agreement to replace and supersede the landscape agreements described within Exhibit "D" designated to be superseded, except as otherwise provided in this Agreement; and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. 17-012 R dated Oulus . 2017, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

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

1. RECITALS

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

2. INSTALLATION OF FACILITIES BY AGENCY

The AGENCY has installed certain *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referenced to as the Project(s) and incorporated herein as **Exhibit** "C". *Hardscape* shall mean, but not be limited to, site furnishings, landscape accent lighting, fountain, tree grates, decorative free standing or retaining wall(s), and/or any sidewalk, median and roadway specialty surfacing, such as concrete pavers, color stained stamped concrete, and/or asphalt patterned pavement, but excludes standard concrete sidewalk.

When the AGENCY is installing or will install the PROJECT, they shall comply with the following criteria.

- (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, clear zones 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 the Maintenance Plan, Exhibit "E".
- (c) Tree and palm pruning shall be supervised by properly trained and certified personnel 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 most current standards set forth by the Florida Irrigation Society (FIS), Standards and Specifications for Turf and Landscape Irrigation Systems.
- (e) The AGENCY shall provide the DEPARTMENT accurate as-built plans of the irrigation system so in the future, if there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible.
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, for these improvements it shall be the AGENCY'S responsibility to obtain a permit for such work through the local maintenance office and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.
- (g) Patterned Pavement (if applicable) shall be installed and maintained as described in Exhibit "F" and Exhibit "G".
- (h) All hardscape 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 Design Standards, Index 600 Series, Traffic Control through Work Zones.
- (j) The most current edition of FDOT Design Standards (Sight Distance at Intersections), Index 546 must be adhered to.
- (k) Horizontal and Clear Zone as specified in the FDOT Plans Preparation Manual, Volume 1, Chapters 2 and 4 and FDOT Design Standards, Index 700 must be adhered to in all activities performed on the State Highway right of way.
- (I) Landscape improvements shall not obstruct roadside signs, traffic signals or permitted outdoor advertising signs (see Florida Administrative Code [F.A.C.] Rule Chapter 14-40, Part I and Part III.)
- (m) The AGENCY shall provide the local FDOT Operation Center, Palm Beach Operations, 7900 Forest Hill Boulevard, West Palm Beach 33413 (561) 432-4966 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 FDOT Operations Center forty-eight (48) hours prior to the start of the project.
- (n) If there is a need to restrict the normal flow of traffic, it shall be done on 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 project. The DEPARTMENT'S Public Information Office shall also be notified.

- (o) The AGENCY shall be responsible to clear all utilities within the landscape improvement limits before construction commences.
- (p) 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, the FDOT Guide to Roadside Mowing and Maintenance Management System, FDOT Maintenance Rating Program Standards and Exhibit "E", the Maintenance Plan for maintenance activities for landscape improvements as well as the superseded landscape agreement's Maintenance Plan's Part II, Exhibit "E", and Exhibit "G", the Patterned Pavement Maintenance.

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". The landscape improvements 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, imgation system repair and/ or repair of any median concrete replacement associated with the specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, Exhibit "E", the Maintenance Plan and Exhibit "G" the Patterned Pavement Maintenance. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas within the median and areas outside the travelway to the right of way and areas within the travelway containing non-standard 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 and the associated header curb and concrete areas (if applicable) on DEPARTMENT right of way within the limits of this Agreement.
- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plants; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage and 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 include trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plants in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment, in optimum condition. To maintain also means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and

grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway for these improvements, all costs associated with the utilities associated with landscape accent lighting and/or irrigation including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining AGENCY'S responsibility.
 - (1) The AGENCY shall be directly responsible for impact and connection fees.

AND

(2) If installed by the DEPARTMENT the AGENCY shall become responsible for the above named utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter. The construction project is accepted prior to the start of the Specification 580 Plant Establishment Period.

AND

- (3) The AGENCY shall be responsible for all the improvements immediately after final acceptance of the construction project by the DEPARTMENT except for the plant materials. The AGENCY shall be responsible for the maintenance of all landscape improvements after the completion of the Specification 580 Plant Establishment Period.
- D. The above named 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 improvement installation and/or maintenance responsibility mentioned above, 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 placing said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:

- Complete the installation, or part thereof, with DEPARTMENT or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or,
- (2) Maintain the landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and / or,
- (3) At the discretion of the DEPARTMENT terminate the Agreement in accordance with Paragraph 10, and remove, by the DEPARTMENT or private 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

In the event the DEPARTMENT decides to construct additional landscape improvements or modify these improvements within the limits of the rights of way herein previously identified, the DEPARTMENT and the AGENCY shall agree in writing and require signature from the AGENCY'S Town Mayor or designee approval signature, who will have approval signature for the new landscape improvements and maintenance plan thereof. If the AGENCY and the DEPARTMENT are unable to come to an agreement, the DEPARTMENT, in its sole discretion, may install sod and the agency shall be required, pursuant to this Agreement, to continue maintaining said landscape 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(s) be widened, altered, or otherwise changed to meet with future criteria or planning of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days notice to remove said landscape improvements 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 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) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.
- (e) If the AGENCY'S landscape improvements include additional maintenance requirements, the DEPARTMENT and the AGENCY shall agree in writing and require signature from the responsible AGENCY'S City Manager or designee approval signature, and the DEPARTMENT shall enter into an Agreement Amendment describing the additional requirements.

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 the Agreement with regard to any additional landscape improvements installed by an adjacent owner.
- (d) If the Adjacent Property Owner's landscape improvements include additional maintenance requirements, the DEPARTMENT and the AGENCY shall agree in writing and require signature from the responsible AGENCY'S Town Mayor or designee approval signature, and the DEPARTMENT shall enter into an Agreement Amendment describing the additional requirements.

8. 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.

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 cancels one or all the landscape improvements described in **Exhibit "B"**, this Agreement shall still be valid.

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 this landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured.
 - (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 coverages 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 PRECEDING LANDSCAPE AGREEMENTS

This Agreement shall replace and supersede any and all preceding landscape agreements as listed in **Exhibit "D"** except as specifically excepted out. The landscape improvement plans and the associated Maintenance Plan Part II attached to the referenced agreements and project costs shall by reference become a part of this agreement as if they were attached hereto unless superseded by later plans. The AGENCY shall have the same duty to maintain those landscape improvements under this Agreement as the AGENCY did under the previous landscape agreements, and as more specifically detailed in this Agreement.

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.

13. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, nor enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

14. 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.

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. 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.

17. EXCEPTION TO SUPERSEDED PRECEDING LANDSCAPE AGREEMENTS

This Agreement constitutes the complete and final expression of parties with respect to the subject matter hereof and supersedes all prior landscape agreements, understandings, or negotiations with respect thereto, with the exception of the landscape improvements plans and the associated Maintenance Plan, Part II.

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:

State of Florida Department of Transportation 3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421

Attention: Elisabeth A. Hassett, R.L.A. FDOT District IV Landscape Architect

If to the AGENCY:

Town of Highland Beach 3614 South Ocean Boulevard Highland Beach, Florida Attention: Valarie Oakes Title: Town Manager

LIST OF EXHIBITS

Exhibit A: Landscape Improvements Limits & Maintenance Boundaries List.

Table and Graphic

Exhibit B: Pending Permit Project Landscape Agreement(s)

Exhibit C: Pending Permit Projects Landscape Improvement Plans

Exhibit D: Preceding Landscape Agreement Description(s) and Other

Agreement Descriptions

Exhibit E: Maintenance Plan for Landscape Improvements

Exhibit F: Agency Patterned Pavement Installation

Exhibit G: Patterned Pavement Maintenance

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

STATE OF FLORIDA

TOWN OF HIGHLAND BEACH	DEPARTMENT OF TRANSPORTATION
By: Chairperson/Mayor/Manager	By: Stockhar Ottoler Transportation Development Director
Attest: Laneld Hask (SEAL) Clerk	Attest: Amdathe (SEAL) Executive Secretary
Legal Review Date	Legal Review Date Date 7/18/2017 Office of the General Coursel

S.R. No.: A1A

COUNTY: PALM BEACH

EXHIBIT A

TOWN OF HIGHLAND BEACH

LANDSCAPE IMPROVEMENT

LIMITS AND MAINTENANCE BOUNDARIES LIST

All state rights of way within the limits of the TOWN OF HIGHLAND BEACH to be maintained are from:

State Road A1A from approximately 1/4 mile North of Spanish River Boulevard (M.P. 4.868) to approximately ½ mile South of Linton Boulevard (M.P. 7.711)

S.R. No.: A1A

COUNTY: PALM BEACH

EXHIBIT A

TOWN OF HIGHLAND BEACH

LANDSCAPE MAINTENANCE LIMITS TABLE

The following are State Road(s) to be maintained within the limits of the Town of Highland Beach

STATE ROAD	BEGIN ROAD NAME	BEGIN MILEPOST	END ROAD NAME	END MILEPOST	MAINTENANCE LIMITS
A1A (S. Ocean Boulevard)	¼ mile North of Spanish River Blvd.	4.868	½ mile South of Linton Blvd.	7.711	ROW to ROW according to the Town Limits

Areas to be maintained by the Agency pursuant to this Landscape Maintenance Memorandum of Agreement (MOA).

S.R. No.: A1A

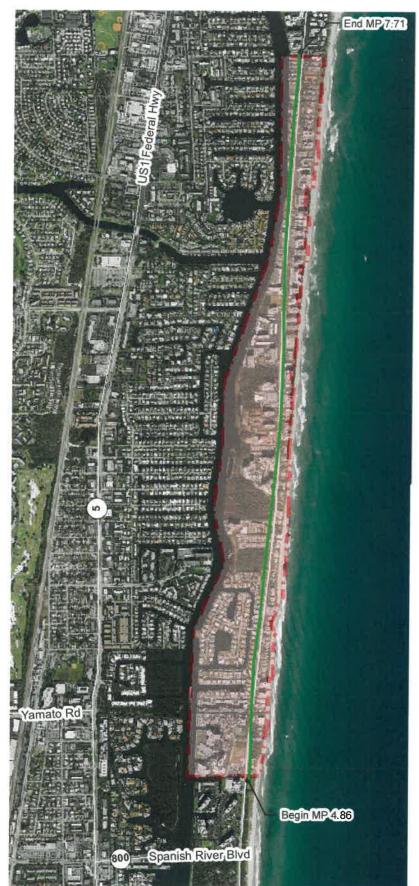
COUNTY: PALM BEACH

EXHIBIT A

TOWN OF HIGHLAND BEACH

LANDSCAPE MAINTENANCE LIMITS GRAPHIC

See Attached Graphic of State Road(s) to be maintained within the limits of the Town of Highland Beach



Legend



Town of Highland Beach

Inclusive Landscape Maintenance Memorandum of Agreement Maintenance Boundary Graphic

0 500 1,000 2,000 3,000 4,000 1 inch = 2,000 feet

S.R. No.: A1A

COUNTY: PALM BEACH

EXHIBIT B

PENDING PERMIT PROJECTS

LANDSCAPE AGREEMENT(S)

PERMIT PROJECTS DESCRIPTION:

Permit 2016-L-496-0014

4111 S. Ocean Drive State Road A1A (S. Ocean Boulevard) from (M.P. 5.46) to (M.P. 5.665)

Permit 2016-A-496-0093 and 2016-L-496-0015

2624 South Ocean Boulevard State Road A1A (S. Ocean Boulevard) from (M.P. 7.327) to (M.P. 7.342)

Permit 2017-L-496-0001

2445 S. Ocean Boulevard
State Road A1A (S. Ocean Boulevard) from (M.P. 7.513) to (M.P. 7.538)

S.R. No.: A1A

COUNTY: PALM BEACH

EXHIBIT C

PENDING PERMIT PROJECT

LANDSCAPE IMPROVEMENT PLANS

Please see attached plans by:

Permit Projects Plans

Permit 2016-L-496-0014

*Romanski Residence
4111 S. Ocean Drive
State Road A1A (S. Ocean Boulevard) from (M.P. 5.46) to (M.P. 5.665)
Peter Strelkow, LA
HS2G, Inc., Landscape Architecture

Date: March 23, 2017

Sheet L-1

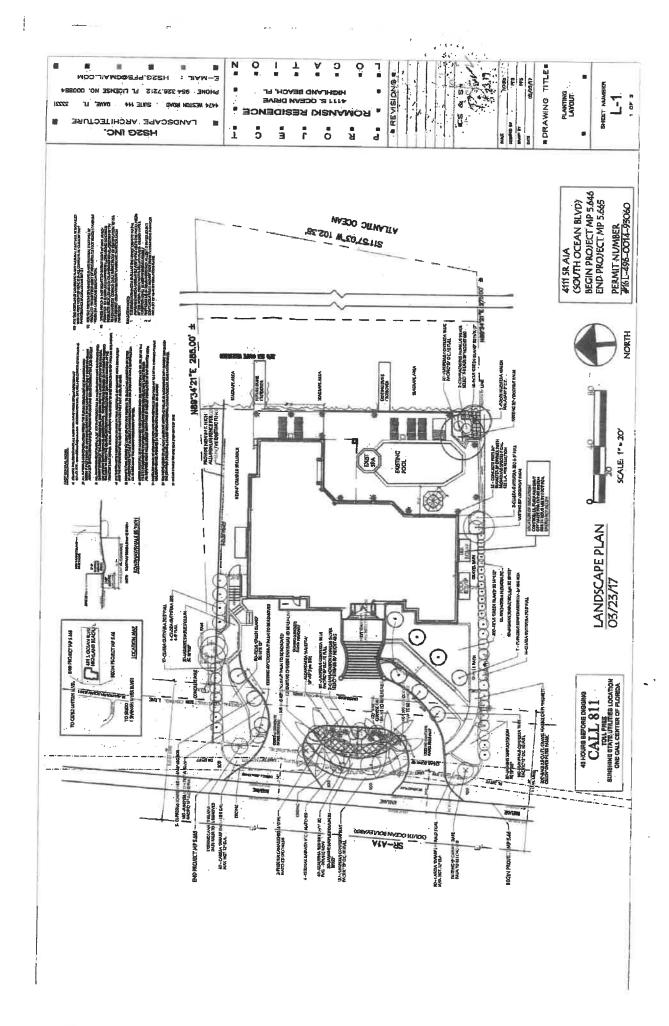
Permit 2016-A-496-0093 and 2016-L-496-0015

Sheets CO- 1 & 2, LP- 1 to 5 & IR - 1 & 2

*Ogilbee Residence 2624 South Ocean Boulevard State Road A1A (S. Ocean Boulevard) from (M.P. 7.327) to (M.P. 7.342) Louis Vlahos, LA Majestic View Landscape Architects Date: March 3, 2017

Permit 2017-L-496-0001

*Hamister Residence
2445 S. Ocean Boulevard
State Road A1A (S. Ocean Boulevard) from (M.P. 7.513) to (M.P. 7.538)
Krent L. Wieland, LA
KWD Landacape Architecture
Date: May 4, 2017
Sheets L – 1 to 4



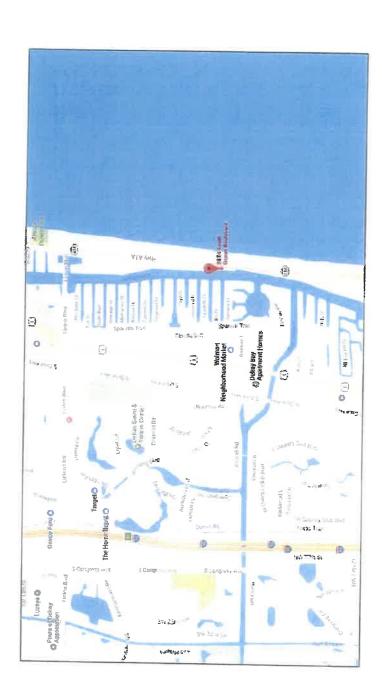
OGILBEE RESIDENCE
S824 SOUTH OCEAN ROULEVARD, HIGHLAND BEACH, FL

MAJESTIC VIEWS LANDSCAPE ARCHITECTS

Landscape Architecture - Construction Management
Phone(6) Presented Construction Management
Phone(6) Presented Construction Management
Phone(6) Presented Construction
Phone(6) Presented Construction
Phone (6) Presented Construc

F.D.O.T. SUBMITTAL DOCUMENTS

2624 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FLORIDA FD07 PERMIT NO. 16L496-0015-93060



MAJESTIC VIEWS LANDSCAPE ARCHITECTS
Landscape Architecture - Construction Management
ATIL Cypress Drive South, Boynion Beoch, R. 33434
Premalabilizarisas resistants





ender 19	DATE	03.03.17		
LC Spee	REV. NO.	0.1		

JOB NO:

DRAWN BY: LY

DATE: 02.05,17

SHEET NO SCALE: NTS

F.D.O.T. GENERAL NOTES

All malerials and construction which the Florida Department of Transportation Design (F.D.O.T.) right-doway stall conform to the latest edition F.D.O.T. Design Standards is tasted and Brigge Construction 2016.
Confractor stall repeal and supplications for Road and Brigge Construction 2016.
Confractor stall repeal and and all demage dome to F.D.O.T property during demotifiant eleoceding &for installation and/willes at his actie expense.
Ownership of all sullable excavated materials as determined by the Department, shall remain in the Department, that a final acceptance of the permittee, at their cost & expense from the elst to the Paim Beach Operations Center or stockpled in those areas as directed by the Department, induding aspinal millings.

Maintenance of Traitific M.O.T. for this project will compty with the F.D.O. Standard Index (Bloo series) and the liess edition of the Manual on Unitrom Traffic Control Devices (MUTCD). Speeds alternitor will be given to FOOT Design Silendard Index. (Blo Seeds) alternitor will be given to FOOT Design Silendard Index.

It for a series and series and service of the Manual on Unitrom Traffic Control Services of the Parameter of the Parameter of the American of the American Services.

It is the Parameter of the Parameter of the Manual on Unitrom Traffic Control Services of the Parameter of t

It is the Permittee's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right-d-way from the POT prior to usage, remittee will restore the Right-d-way as a minimum, to its original condition or belief in accordance wiFDOT's larvest Standard Specifications for Road & Bridge

Construction or as directed by the Resident Operations Engineer. Sodded areas will be in accordance with Standard intext of 8 and sections 182, 30ded of 182,283, 987 of the PEDOT's Standard Specifications and Bridge Construction, Intest edition 2016. All disturbed areas will be socked within one (f) weeks of

Installation of seld permitted work.
For the portion of send permitted work.
For the portion of fandacape plant matchal that will be installed within the FDOT
Right to Way landscape installation shall comply w/ current FDOT Maritanance
Specifications 880-2.
For other properties of the properties of Online Reference:

http://www.gol.alete.fi.uszho.goentesemetereut/Maintonneroozo16sien.
For the portion of landeage plant material than will be insualbad within the FDOT
Right of Way refer to FDOT Design Statemeters hadea Act Landeage of insulation.
Online Robriethner, http://www.cols.sides.ii.usholsesen.rds/16ftgy00g44_bot/
Architectural Povers Installation for sidewells and/or of/reeways within FDOT
Right of Way shall compy with current FDOT Standard's Specifications 626.
Online Robersons: Insulations and the Company of the Com

otherwise approved by the Operations Engineer, or designee.

Permittee will coordinate all work with David Moore of Transleid Services et 954-317-8044, <u>mooret/st/rend/eldservices,com</u>. Coordination will include a

PERMITTEE: PLEASE NOTE:

Permitted's contractors that are performing permitted work activilies shall provide the FDOT (Permit Office) proof of a proper elaie contractor's licenses and certificate of liability insurence prior to any commencement of permitted The installation of all now tendecape meterials will be in accordance with

curront editions 2016 of the Standard Indices #546, 544 and 700 (horizontal clearancalclear zone requirements). Permittee will provide the FDOT with certified "Ae-Bull" plans prior to final

MAINTENANCE AGREEMENT NOTES

such planting eintubs, groundcover, handsepe, and/or an Irrigation system requires and executed Mahrismance Memorandum of Agreement (MaMOA) prior to final parmit approvat for this project. Please aubmit MMOA documents with rexi aubmittal and contact Any non-standard component specified on FDOT right of way in addition to trees and son for this project. Please submit MMOA documents with next submittal and contact Mary Ann Randoth (MaryAnn,Randothoth@dot.state.fl.us - 954-977-7897) for the MMOA process and submittal requirements.

D.O.T. SAFETY NOTES

- Design spead for South Opean Blvd, SR-AfA (South Ocean Blvd.) is indicated as 35 MPH, Clear Sight Limits is indicated on plans per FDOT Design Standard Index 546. Reference: http://www.dot.stele.fl.us/rdcesign/DS/19/IDx00549.pdf

F.D.O.T. PLANTING NOTES

"Landscape Instalbation shall compty with current PDOT Standard Specifications 680. Reference: http://www.dot.stale.fl.usferrocilicationsoff.ce/implementad/Scapbokts/2019/Files/580-2013.pdf Pfenting details use PDOT Standard Index 544 Details. Online

Promise Source of the Control of the

D.O.T. IRRIGATION NOTES ų.

The infigation system shall use the lowest quality water evelebile which adequately and selety threats the water, redeat if the system. Storm water, redeatin water, or grey water trigation stall be used whenever possible. The proposed landscape, irrigation contractor will provide as built intigation frain their to final integration. Or requires a X-A hour entergation and a special contractor of the storm of the stall of the stall or the stall intigation shall not be stall or the stall of the stall of the stall of the stall or the stall of the st

proposed controllers and pumps.

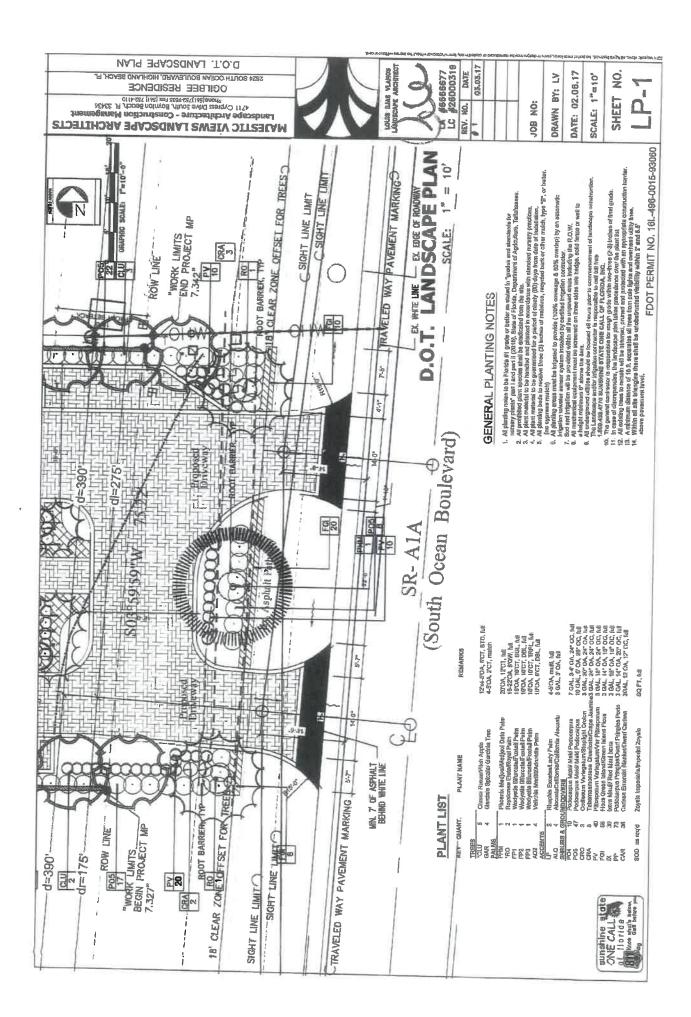
Verify that above-ground Imgation items such as backflow preventors, pumps and controllers are not located within the Horizontal Cleasance Zonp. Contractor shall provide FDOT District Operations Manager with a set of "As-Built" intgetton plans.

DISCLAIMER

The Landscape Architects plans and celeviation are based on information provided by the Surveyor, CMI Engineer and Architect. See Engineering Plans for any roadway & drivewey construction, grading & drainage, utilities, stor. The Landscape Plans are aciety for approved of tendecape and triggland introceaments and trian relationship will exist elements within the ROW, inquired DOT Sight Lines and FPL Right Tree Right Place requirements.

Sunshine stote ONE CALL I florida Minor mala balan

CO-2



GENERAL NOTES

RECUIRED NOTES FOR LANDSCAPE PLANS

the plant material shall be Piorida #1 or better, as set farth by the current edition of the Florida Department of Agriculture grades and standards for unrooty plants

minhrum of 12 months. The Centractor is responsible for the maintenance and recruival of stakes and braces after a 12-month perfod. When applicable, existing trees to be saved should be barricaded prior to the construction as per detail. Protocled arous shall remain clear of construction debrie, vehicles, storage of naterials and choulcals, etc., and barricades are to remain until final job acceptance. The Contractor is responsible for the maintenance and removal of the barricades use to remain until 2. All plantings shall be done in accordance with muticipal codes and use sound horiteratural practices, as provided by the International Society of Arbarfoullure (ISA). All plants shall be installed so that the top of the root buil remains oven with the soil grade. All trees and palms are to be hosed in with vatter at the time of installation to eliminate any air prockets. There and palms shall be prenperly braced and for staked at the time of planting as per detail. Stakes and braces are to remain for a

Pre-Chinstruction Meeling prior to the landscape Installation. Landscape and trigation permits are required priors to the issuance of my commercuental (i.e., nove-saldential) building permits. For residential projects, landscape and insight openwits must be issued prior to the commercuences of any authorsping installation and thin work must be approved through a Final families and the work must be approved through a Final Landscape Fleid Insights, prior to the issuance of a Final Certificate of Cocupanay (CD) for the entire project. Tree Redocation/Removal permits, if necessary, are required prior to the issuance of any building permits. The project's Landscape Commeter shall contact the Town of Highland Reach Landscape Inspector to schedule a

4. Planting soil shall be a weed-free and debris-free 60/40 mis, in be mixed with existing soil, free from cocks und debris, and

he citiled into planting pits by washing in.

* Sharbs shall receive 12" of planting soil around the root bell.

* Trees shall receive 12" of planting soil around the root bell.

* Sodood areas shall receive 2" of planting soil between flux sod.

All arid palms are to be backfilled with same.

5. All Inchecape islands in parking box and around buildings shall be excurated to a depth of 3' and bookfilled with voed- and

debris-five 60040 planting soil, to the top of the curb.

6. All trocs and paints in sodded acress shall have a minimum of 36th in dimenter ring, cowered with a 3° layer of mulch over the sauther or the live to that he in principle and shrulb peak with a 3° layer of mulch Avoid piling around the trunk areas. Plue teres abid in lawe plue models mulch overtight in toos in a 3° layer of mulch Avoid piling around the trunk areas. Plue teres abid in lawe plue noted in mulch overtight toos in groupings. Where planting areas include a coach bestin, install profosion control matiling (or per manufacturer spres) 25° from the inter sitt fabric to install abrubs and apply 3° layer of mulch. Mulch shall be Citade A, weed-free, Eucatypins or abdellence.

7. All hardscape material shall maintain ckaranos sround all fürs bydrans, cheuk valves, bsekflow prepentens, Fire Department Equipment, etc., of at kenst T' in the front sac on the sides and 4' in the rear.

8. All shade trees shall be planted a minimum of 15' clearmace from light pokes; and may be 7'-6" owny for small trees and nalnıs only. 9. She preparation shall include the cradication and rennoval of any exotic nulsance vagetution, weeds, gauss; and the clean-up of any dead material, debris and rubbish, 10. All synthotic burdap, synthetic string Acords or wire baskets shell he removed before any trees are planted. All synthetic tape (i.e. argging tape, aurzer; tape) shell be removed from the tranks, hanches, etc. hefore inspection. The top 1/3 of any natural harten shall be removed or nucked into the planting tode, before the trees are backfilled.

All ground cover requires 75% coverage at the time of planting and 100% within 3 months of installation.

All trees installed within 6 of curbs shall be installed with root barriers.

13. Substitutions of plant material shall be percaited only after written approved of the Landscape Architect and the Town of Fightand Beach. Landscape Inspector. For any substitutions of plant material within the SK-ALA right of way will also uced Written approved by the FDOT District Operations Manuger.

14. All owners of the find or their agenis shall be responsible for the maintenance of all landscaping pursuant to LDC Sections 901. 14-901, 15.

15. All plant material shall be guaranteed for a ported of 12 months after fami inspection by the Town of Highland Beach Landscape Inspector and the owner's acceptunes.

16. All bandscapud meus will be provided with a 100% intigation coverage, 50% overlap, from a fully automatic insigntion system with a tall season shall soft and pump and rust control and rust inhibitor devices. Adjust the system to avoid overspray onto structures or pavilly. Preserved exological communities shall not be infigered. All watering procedures shall conform to restrictions and regulations of the South Florida Water Management District and local watering restrictions. All watering centrictions. Acriticape to the Spain Florida Water Management District and local watering restrictions. Acriticape Plant Gather Management District to Acriticape Plant Gather Management Districts Acriticape.

17. The Contractor is required to submit certified as-builts of the landscape bern to the Engineering Services Department for review and opported, Prior to placing the seed and installing the sees, the us-builts must include the design elevations and sab-built clevelules, steep are fear at least every 17 or prior by the permit in the services and handscape buffer, etc., must be incleded on the se-built plan. Conse-sections must be provided at least every 50 of the bern and must indicate the scope, with and height of the bern and must indicate the scope, be planed on the latter of the bern and must indicate the scope, be planed on the horn tenth the Engheering Services Department approves the as-built.

D.O.T. LANDSCAPE SPECIFICATIONS

MAJESTIC VIEWS LANDSCAPE ARCHITECTS
Landscape Architecture - Construction Management
4711 Cypress Ofter South, Boynion Beoch, R. 33436
ProneSci. 19, 324363 for [51] 3254110

2834 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, PL.
OGILLBEE RESIDENCE

18. The Landsuape Contractor shall be aware of the Location of all ensurements and utilities above and helow the ground and shall call for Utility Statement forty-cityl (48) hours before any digging operations begin. All plant pits located in the wasnivents shall be hand dug. The Landscape Contractor shall repair all the damage to the underground stillities caused by

19. All trees will be located a minimum of 4" from underground utility lines.

The Landscape Confraetor shall verify estimated quantities of the material shown on the drawing prior to submitting his . The City-uppsoved Planting Plan shall take precedence over the Plant List.

 All plant material symbols shown on the Lundscape Plan shalt be considered diagrammatic and should he educated in the field by the Contractor to avoid all utilities and any other obstructions.

22. All areas disturbed during the evastruction stall be sodded with St. Auguwine "Pleatum", unless otherwise noted, i.e., andded, payed. 23. All sizza shown for the plant material on the plan are to be considered minimum. All plan mutorial must must or exceed these minimum requirements for the both height and spired. Any other requirements for specific shape or effect as noted on the plan shall also be required for acceptance. All the trees shall be single-tank, unless otherwise noted on the plans. All Royal Palms must be Flowing Equation.

24: The scope of work includes all plants, materials, equipment and labor necessary to fulfill these plans and specifications. All cousts resouch with staking, grying, farrianders, certifizations, evenerations, top-soil layer, mulch, water souces, watering, prunings, removal of maces excavation material and work-site clean-up, are to be included in the price. Unless otherwise indicated, any other requirements accessary for complete acceptance of the job skall be considered incidental to the work involved. Pruning of all trees shall once standards sol forth by the National Arberts Association, Inc.

25. All machualeal equlument, air condidoning units, genemicm, irrigation punya, PPL transformers, pool pumps, etc., must be strucened on three (3) sides with lendscaping; If a fance or wall is also required, than the lendscaping shall be installed on the outside of the ferredwall. Plant unsterful shall be to the fadght of each above ground element, with branches touching each

26. Trees and sixules shall be fertilized with a general purpose fertilizer with a 1:1:1 ratio of Nitrogen, Phosphorous, and conversion Protein and Control and Co

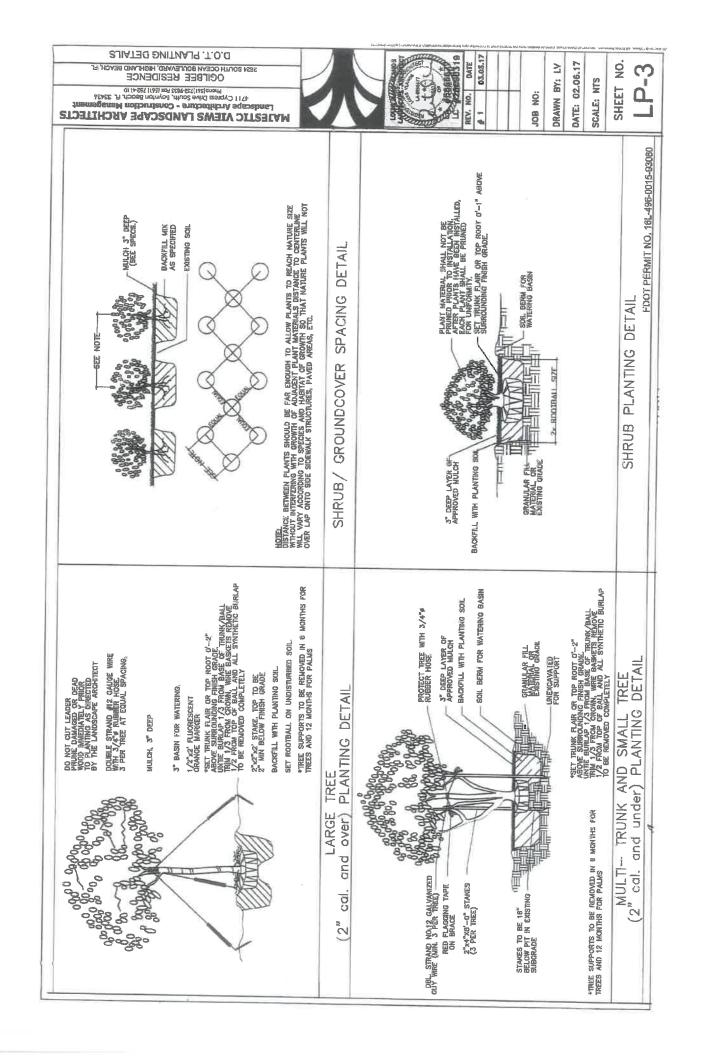
27. The Landscape Contractor shall be responsible for the maintenance of the landsreped area until the fixed jab has been issued. The owner or his agent shall do watering to keep the plant root masses and planting sail untiloraly majes to maintain a healthy growing condition until final job acceptance. The plant bedts shall be free of debris and mewed. Sad shall be maintained between 3" and 5".

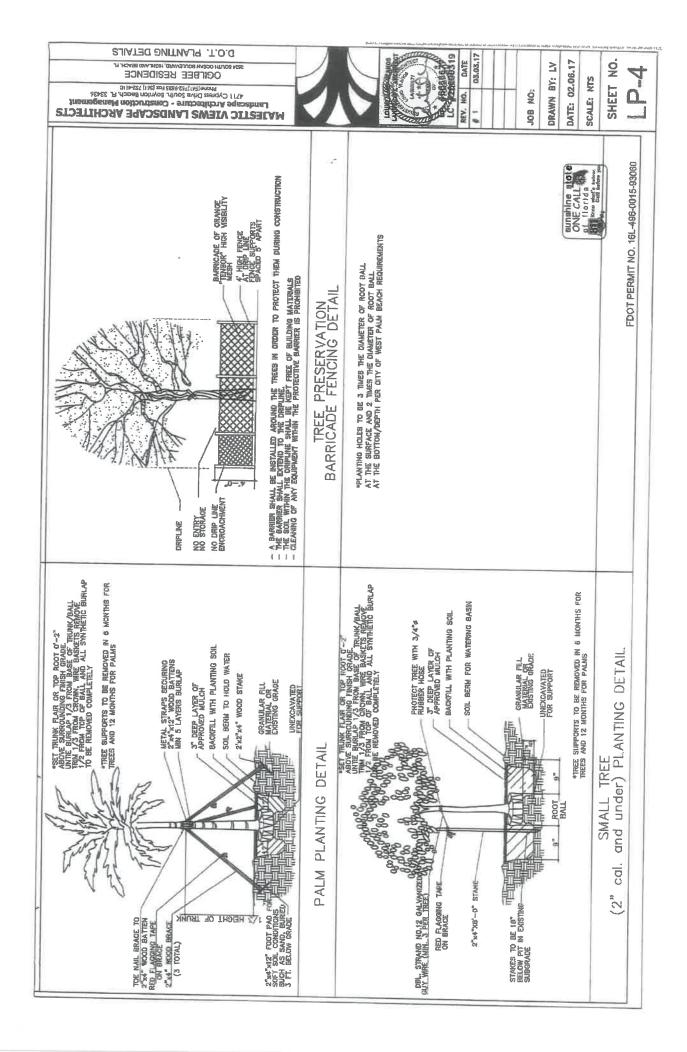
2.8. Final excorptance of this planting plan will not be given until:

a. A final walk-chrough by the landscape Architect is performed for commercial properties only).

b. Completion of all planch its from.
c. Submission of a written guerunice line been obtained and reviewed.
d. All FDOT Standards have been and FDOT acceptance has been issued.
FDOT PERMIT NO. 16L-496-0015-93080







D.O.T. PLANTING DETAILS KEN SOUTH OCEAN BOUTEVARD, HIGHEAND BEACH, P. OGILBEE RESIDENCE

WAJESTIC VIEWS LANDSCAPE ARCHITECTS

Landscape Architecture - Construction Management

Anti Cypres Drive South, Soynon Beach, FL 35436

Anti-Cypres Drive South, Soynon Beach, FL 35436

Anti-Cypres Drive South, Soynon Beach





LP-5

FOOT ENVOYER (SEE NOTES BELOW)

(SEE NOTES BELOW)

ALREAL IN TESS AT MATURITY

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REGURDIARY

- 1. THIS DISTANCE BHALL BE 10' MAINLIM WITH ROOT BARNER AND 16" MAINLIM IF 50 ROOT BARNER IS USED.
 - 2. ALL ROOT BARRIERS SHALL SE 4" MINIMUM FROM ALL SEACOAST FACILITIES.
- 3. The installation of root barreds shall be cogridiated with seconst and inspected by seacoast Prior to backfilms, all noot barreds shall extend up to pinsked onlide.
 - a. Root Barriers shall be minralm 38" deep, approved products diclide "Deep Root" and Sclitons", Flégier Barriers byall be, 38" paries salmons", Flégier Barriers byall be, 38" paries salmons", Flégier Barriers byall be, 38" paries salmons by brobarrier.

3. THE INSTALLATION OF ROOT BARRESTS SHALL BE CHORRINATED WITH SEACONST AND INSPECTED BY SEACONST PRIZE TO EACHDLING, ALL ROOT EMPRESTS SHALL EXTEND UP TO PHISPED GRAUS.

8. AL ROOT CARNERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS. 4. ROOT BANKERRS SHALL BE AUMMAIN 18° DEPS. APPROVED PROSLICTS INCLLICE "DEEP ROOT" AND "KOOT SOLUTIONS", PLECIBLE BARRISSS SHALL BE 30° PANELS, IMARLIAGTURED BY GKREWRIER.

1. THIS GISTANCE SHALL BE 7" NINBALM WITH FACT EMPTER AND 10" MINIMAM IP NO FOOT GARRIER IS USED,

2. ALL ROOT BARRIERS SHALL BE + MINIMUM FROM ALL SEACOAST FACUTES.

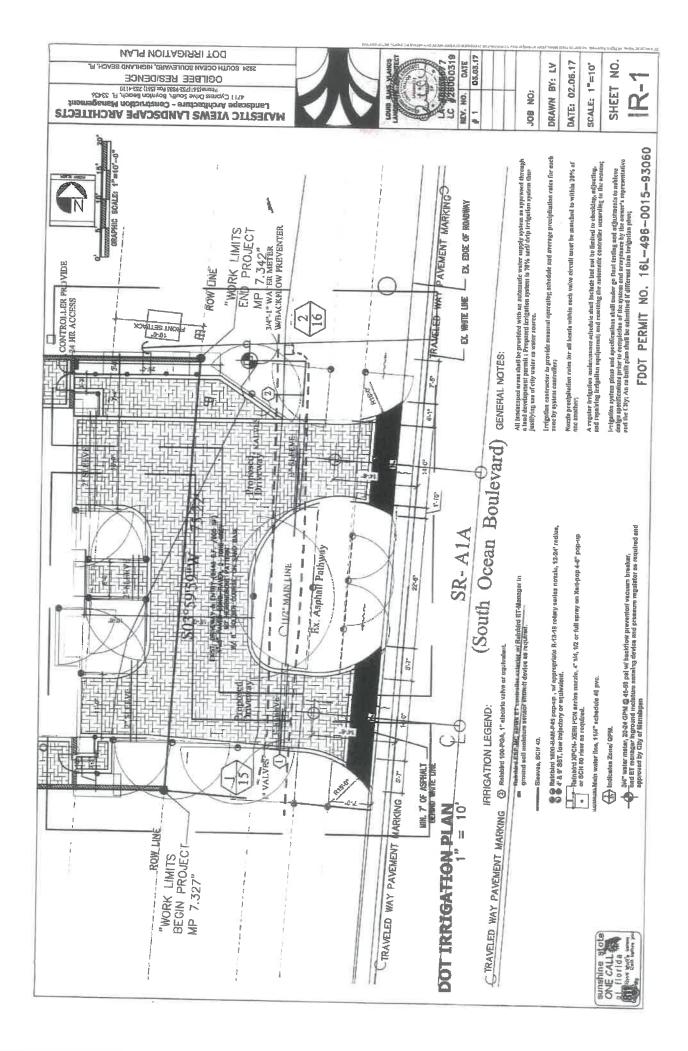
NOTES (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADMITONAL REQUIREMENTS)

B. Alt Root Barrers Shall be inspuled in accordance with manifacturers writen inspuleibles.
 Large Palm Trees include Royal, Wishinsteran, Bisalack and Sullar Sized Bpezies.

Typ. Canopy Tree, Large or Exotic Palm Tree with Root Barr Typical Small Tree or Palm Tree with Root Barrier



FDOT PERMIT NO. 16L 496-0015-93060



RRIGATION NOTES:

Autamatic irrigation System Water Demond Zone 3/4" water meter, 22–24 GPM @ 45–50 pei w/ backflow preventor/

vocuum breaker, and El manager inground moisture sensing device

GENERAL

Contract drawings and Contract System shall be installed in accordance with local codess, specifications.

shall refer to the new and existing Irrigation design based on Majestic Views, dated 03.03.17 Contractor landscape plan to coordinate sprinkler location and pipe routing with n

new location s for new location and size of piping, for 1 the purpose of this irrigation plan is to show sprinkler locations landscaping. The Contractor considering the size of the source, and the size of existing valves shall zone system in the field.

Contractor shall adjust sprinkler lacations to insure proper coverage in common areas between new and existing landscaping.

and as built drawings. Irrigation contractor to provide 100 % coverage with a 50% overtop

as a construction document. irrigation plan is for bid, permit purposes, and shall not be utilized

Irrigation contractor will provide shop drawings and product epecification's (aut aheats) and installation documents, to the Landscape Architect for review, comments and approvals.

A licensed contractor who installs or performs work on automatic landscape irrigation symmetrical system per manufacturers specifications and test for the correct operation of inhibiting or interrupting davice or switch an the system. If such devices are not hardled, are not functioning property, the contractor must finital new devices or reput the existing and insure that each is operating properly before completing other work on the system.

5 ğ All contractors performing work on irrigation systems within the inwn shall be licensed registered under F.S. ch. 469, and shall hold a municipally—issuant ileanse or business certificate that permits work on irrigation systems.

Pipe shall be installed in accordance with local codes and pipe manufacturer's recommendations.

Contractor shall utilize Pipe routed under povement and patio shall be steeved in SCH 40 PVC. existing sleeves.

Muin tine shall be schaduled 40 PVC,

160. 26, SDR 99 and larger shall Lateral sized 1" All pipes shall be type 1120 PVC. Lateral siz Laterals sized \$" shall be SDR 21, Class 200.

main line and all lateral the Pipe shall be installed so backfill depths are maintained at 1B" far routed under pavement, and at 12" for all other laterials.

Backfill shall be of suitable material free of rocks, stones, or other debris that would damage irrigation systems consponents.

GENERAL IRRIGATION SPECIFICATIONS





03.03.17 DATE REV. NO.

DATE: 02.08.17

SHEET NO. IR-2

SEA SOUTH OCZAN BOULEVARD, HIGHLAND BEACH FL MADESTIC VIEWS LANDSCAPE ARCHITECTS
Landscape Architecture - Construction Management
A711 Cypose Dave South, Soynton Seoch, R. 33436
Phreefish/782-9835 fox [81] 725-7110

JOB NO:

DRAWN BY: LV

SCALE: NTS

SPHINKLERS

Sprinkler locations shall be adjusted for wind, ismoscaping and mounding to insure proper coverage with minknol undestrable overthrow, in order to prevent coverthrow, iow trajectory heads or fow voitime water distributing devices shall be used when irrigating confined areas. No more than ten percent of spray radius shall be allowed onto impervious areas.

other o pe Sprinkler heads intigating laws or other high water requirement landscape areas shall to chaulted so that they are on a separate sector from those intigating trees, shrubbery reduced water requirement areas,

radjus, Pop-up roters Roinbird 5000-PRS series w/ adjustabls nozzles or equivelent, $25^{\circ}-50^{\circ}$

Pop-up mistheads Reinbird 1800-SAM-P45 series w/ R-13-18 rotary nozales or equivalent, 12-24 radius. Sirub type mistheads shall be installed a uniform height of 6' shove plant material and shall be located to be concealed from Vew and inaccessable from traffic.

OGITBEE KESIDENCE

Rainbird XPCN- Xeri PCN sories nozzle, 2.5' & 4' 1/4, 1/2 or full spray an Xerl-pap 4-6" SCH 80 riser as required.

most palms. the Rothbird Xerl Bubblers shall be installed on SQN 80 risers to the best halpht for effective irrigation of the plants to be watered. Bubblers are required for trees

All SCH 80 PVC risers shall be painted green to blend in with piont material,

All sprinklors located adjacent to povement, walkways, patios, etc., shall be loinstalled from the edge to minimize the chance of damage to vehicles, pedestrains and lown maintenance personnel. Pap-up heads shall be installed in 6° and shrub type heads shall be installed in

coverage insure proper utilized to Adjustment factures of sprinking specified shall be minimizing overthrow.

aquivalent, with timer ě pressure regulator Valve W/ angle electric Rainbird 100-PGA 1" sensor davice,

guo

3/4" water meter,22-24 GPM @ 45-50 psi w/ bookflow preventor/ vacuum breaker, and ET manager inground maleture sensing device and pressure reguister as required and approved by City of Deiray Beach. All connections and installation of backflow shall be made by a lisesned WATER SOURCE

Roinbird ESP—MC series automatic autobor controller will be exterior wall mount or equivalent w/ Rainbird ET-Manager in ground sall inoleture enems. Verify location on eits. Rainfall or moisture sensing devices shall be used to avoid operation of the eyetem during periods of increased rainfall. Evapotranspiration—based (ET) controllers are recommended but optional on any automatic landscape irrigation system will be installed per manufocturers specifications. All electrical connections to be made by a lisacersed electricion.

INPE DIAMETER (INCH)

3-8

Bhall Automatic underground irrigation with Rainbird ET-Manager in ground sall maisture sensor be designed and installed in compliance with the South Florida Building Code and alty code requirements. The system shall provide a minimum coverage of 100% with 50% overlap. FDOT PERMIT NO. 16L-496-0015-93060

Hamister Residence state a coost account Hamister R. sage Landscape Tane And Note TAMBIC US.B. FDOT Submission (1) Site 2445 S. Ocean Blvd. Atlantic Ocean E. Liriton Blvd. Waterway Intracoastal Are will practice the F.D.O.T. with equified "AS-Bull" plans gates to final mass of the parameter to our. hours of operation for lass channes will be from MODus to As Welly), where otherwise approved by the Operation Engineer ERMÍT IS VALID POR ONS VEAR PROMIDATE OF MSIJE. NOTE: DESIGN GPEED FOR ENTIRE PROJECT TO Skript A FDOT GENERAL, NOTES 2 LAVE INDIVIDIES

1

CAUTON: PLEASE NOTE

THE DAMPING DAY OF THE PRINCIPLE

THE DAY OF THE PRINCIPLE

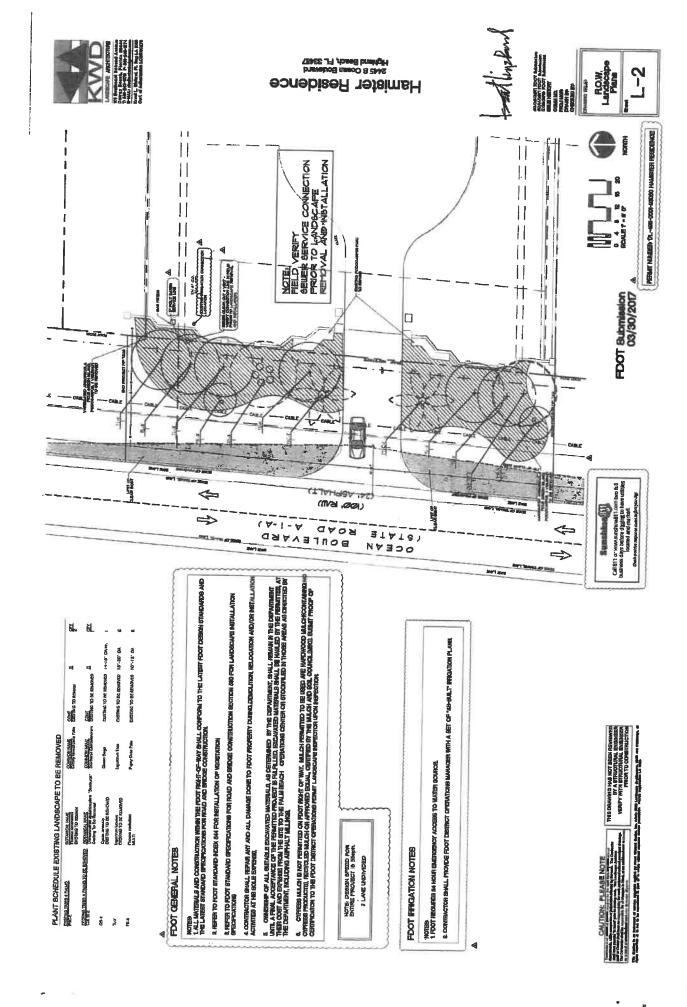
THE DAMPING DAY OF THE PRINCIPLE

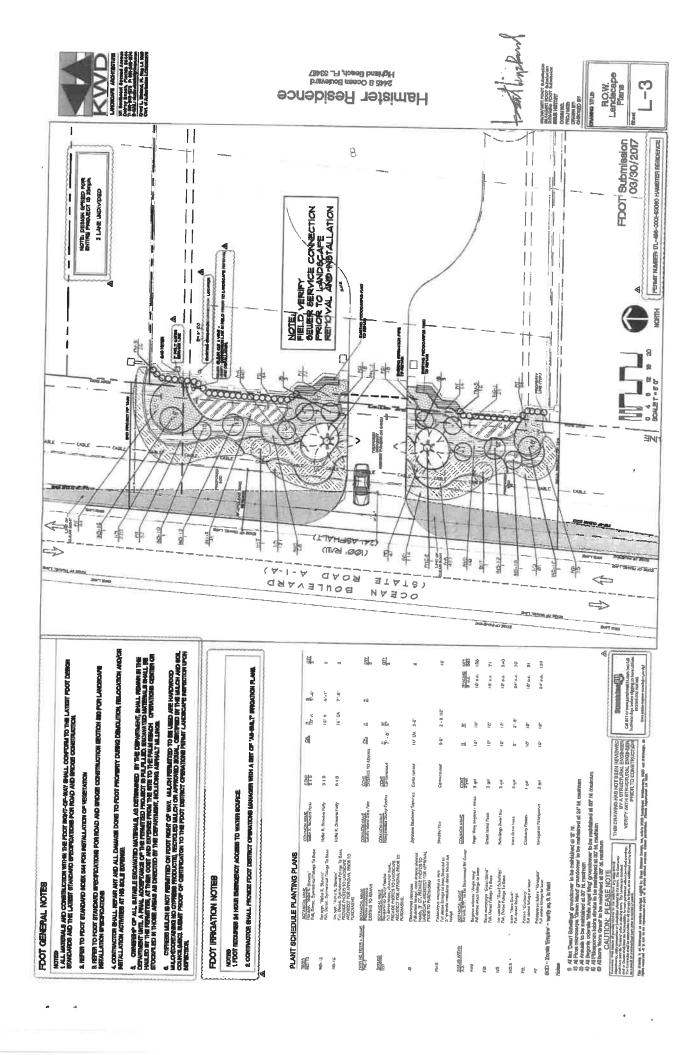
THE DAY OF THE PRINCI

the formal to the control of the first the formal to the formal to the formal to the first the first to the first to the first the first

Ξ

PERMIT MARIER OL-400-0009-00000 HAMERER RESIDENCE





KWD WEEN MOREON

Hamister Residence sees 8 coom galawad Hatland Basch, PL 20427

PROVINCE AND AND PROVINCE OF A 40-PARTY. PROPERTY NAME OF TANKSONED IN: 4" TANKSONED ROW Cross Bectlon A STATE OF THE PARTY OF THE PAR Θ THE REAL PROPERTY OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED TOTAL STREET, STATE OF THE PARTY OF THE PARTY OF COLUMN DATE OF THE PARTY NAMED MANAGEMENT CONTRACTOR AND AND ADDRESS OF THE PERSON AND ADDRESS OF THE 354 THE PARTY のない MATE

ACO - Zeyrik Tingiro' - varity as it. In Gold

O All the control change of the control change of the chan

COLUMN TOOT AND INC. COLUMN TO THE PROPERTY OF THE PROPERTY OF

Call 811 or wave aunishine 811.com two full business days before digging to have utilities located and marked. Check poolike response coder before you sign

PERMIT MAKEER TZ.-485-0001-00060 HAMSTER REGISERS FDOT Submission 03/30/2017 4

L-4

ROW. Landscape Section

CTASSEC, TITLE

The equals is a former of earlies captific to first the warm people, he done and coloring specially tills and coloring the course of a till of the first of earliest and earliest the special of the coloring special special

CAUTION, PLEASE NOTE
THIS DAWNER ONE BEEN REPRESENTED THIS DAWNER ONE BEEN REPRESENTED THE STRUCTURE, BEFOREMENT THE STRUCTURE, BEFOREMENT THE STRUCTURE STRUCTURE, BEFOREMENT THE STRUCTURE OF STRUCTURE STRUCTURE, BEFOREMENT THE STRUCTURE STRUCTUR

I ALI IMITEMA B AIC COMETIAUTION WITHIN THE PICTIFIZATION MALL CONFIGNIN TO THE LATER POOT DEMON STANDARDS AIC THE LATERT STANDAYD EFECTICATIONS FOR FRANCIAND MICHIGAND AND INTOCE COMETIAUTION.

& REPTER TO FOOT BEAMOND ROLEX AN FOR INSTALLATION OF VECETATION

FDOT GENERAL NOTES

4 CONTRACTOR BHALL REPAR ANY AND ALL DAMAGE DONE TO FDOT PROPERTY DURND DEMOLITICAL PELACIONINA AND/OR Netallation activities act he sold exprise.

A RETER TO POOT STANDARD SPECIFICATORS FOR ROAD AND BEDGE CONSTRUCTION SECTION IND FIOR LANDSCAPE METALLATION SPECIFICATIONS

6. OWNERS OF ALL GUIVELE DYANNIND MATERIAL, AS DETERMINED BY THE DEWINGHT, EVALL REAVEN IT THE CENTRATES OF THE APPLICATION OF THE THERMIND PROJECT IS PLAYED SHOWING THE DECAMPINED BY THE HALLED BY THE PREMITIES AT THE COST AND EXTERMINE FROM THE RETE TO THE PLAY GRAPH OF STORMER OR STORMER OR

C. CITTERS MALCH B NOT FEMALED ON POOT REPIT OF WAY, MALCH PERMITTO TO BE WIND AND HACKNOOD MALCH SCHOOL HOUTING PRODUCTING RESPONDED MALCH ON APPROXIDE BOUNE, CHITTEND BY THE MALCH AND BOLL COUNCAI, MICH. 3 CAME THOOP OF CENTROANIDA TO THE FOOT DETROTO OF SENTICKE FEMALE LANDSCAFE INTERCICE IN PRESCIOUS WORKSTOON.

2 CONTRACTOR BHALL PRONDE FOOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-SELL" PREVATOR PLANE.

NOTES 1 POOT FEOLIFIES AN HOUR BASINGNOT ADDESS TO WATER SOURCE.

FDOT IFFICATION NOTES

S.R. No.: A1A

COUNTY: PALM BEACH

EXHIBIT D

PRECEDING LANDSCAPE AGREEMENT DESCRIPTION(S)

AND OTHER AGREEMENT DESCRIPTIONS

The following Landscape agreements have previously been executed for projects that have been installed in accordance with the plans and specifications attached thereto and incorporated herein but not exclusive to the following agreement descriptions:

LANDSCAPE AGREEMENTS SUPERSEDED BY THIS AGREEMENT

7/10/08 - State Road A1A from 1/2 Mile north of Spanish River Boulevard to 1/2 mile South of Linton Boulevard, from (M.P. 4.540) to (M.P. 7.441). (\$400,006.03) Landscape improvements which include plant material and hardscape pavers. Section No. 93060, FM No.: 423845-1-58-01, Connected Contract No. AP751, Resolution No. 08-004 (6/9/08).

3/2/07 - State Road A1A (Town limits of Highland Beach) from (M.P. 4.540) to (M.P. 7.441). (\$202,138.00) Plant material only. Section No. 93060, FM# 421216-1-58-01, Connected Contract No. AOP79, Resolution No. 07-002R (2/6/07).

7/2/02 - State Road A1A from (M.P. 4.54) to (M.P. 7.41). (\$283,000.00) Landscape improvements not described. Section 93060, FM No. 229785-1-52-01, Resolution No. 792 (7/2/02).

This Agreement, pursuant to paragraph number 14, page 9,, shall supersede all other above agreements except as to the actual landscape plans and project cost that have not been replanted by subsequent FDOT approved projects and those that are "excepted out". The terms of this agreement shall apply to those landscape plans.

S.R. No.: A1A

COUNTY: PALM BEACH

EXHIBIT E

MAINTENANCE PLAN

FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms and 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

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 Design Standards, FDOT Plans Preparation Manual Vol. I, Chapter 2.11 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 Requirements and Recommendations for guidelines. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be maintained at a height in compliance with FDOT Design Standards Index 546; Page 6 of 6, Window Detail. Vertical tree heights must meet FDOT Maintenance Rating Program (MRP) standards.

STAKING AND GUYING

All staking materials, except for replacements, are to be removed by the completion of FDOT warranty period or at one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). 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 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 Pages 43-47; 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.

Or Use When Concrete Pavers

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 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 replace with the same type and specification as the approved plan.

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.

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 (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

requirements continue to apply.

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

Superseded agreements' Maintenance Plans and any specific project site maintenance

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/quidelines-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, 2010 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A

http://www2.iccsafe.org/states/florida_codes/

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 544 Landscape Installation

http://www.dot.state.fl.us/rddesign/DS/16/IDx/00544.pdf

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 546 Sight Distance at Intersections

http://www.dot.state.fl.us/rddesign/DS/16/IDx/00546.pdf

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 600 Traffic Control through Work Zones

http://www.dot.state.fl.us/rddesign/DS/16/IDx/00600.pdf

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 700 Roadside Offsets Florida Department of Transportation, FDOT Plans Preparation Manual (PPM) Vol. I Chapter 2.11 Lateral Offset

Table 2.11.5 Lateral Offset Clearance to Trees

Table 2.11.11 Recoverable Terrain

http://www.dot.state.fl.us/rddesign/PPMManual/2016PPM.shtm

Florida Department of Transportation, FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation http://www.dot.state.fl.us/specificationsoffice/Maintenance/Jul14/Files/SS5800000.doc

http://www.dot.state.fl.us/specificationsoffice/Implemented/Workbooks/JulWorkbook2014/Files/SP5800000FA.pdf

Florida 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

A Guide to Roadside Vegetation Management http://www.dot.state.fl.us/statemaintenanceoffice/RDW/DOT%20Final%20(3)Turf%20Management%20Guide%20UF.pdf

Interlocking Concrete Pavement Institute (ICPI) http://www.icpi.org/

International Society of Arboriculture (ISA) www.isa-arbor.com

UF IFAS: Selecting Tropical and Subtropical Tree Species for Wind Resistance http://edis.ifas.ufl.edu/pdffiles/FR/FR17500.pdf

UF IFAS: Fertilization of Field-grown and Landscape Palms in Florida http://edis.ifas.ufl.edu/ep261

U.S. Department of Transportation, Federal Highway Administration, *Manual on Uniform Traffic Control Devices* http://www.mutcd.fhwa.dot.gov

S.R. No.: A1A

COUNTY: PALM BEACH

EXHIBIT F

PATTERNED PAVEMENT INSTALLATION

(If Applicable)

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

- (1) Prior to acceptance by the DEPARTMENT, all lanes for each of the stamped asphalt crossings projects shall be tested for friction in accordance with ASTM E 274-06. All costs for friction testing will be the responsibility of the AGENCY. The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed test tire (FN40R) or equivalent. Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-bylane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL). All lanes receiving new installations shall again be friction tested within 60-90 days of their acceptance by the local AGENCY. The initial friction resistance of each new installation shall be at least 35 (FN40R) or equivalent. Failure to achieve this minimum resistance shall require all deficient areas be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the DEPARTMENT 'S Qualified Products List (QPL), or replaced with conventional pavement.
- (2) The results of all friction tests and condition surveys shall be sent to the Operations Engineer at the local FDOT District Four Operations Center located at Palm Beach Operations, 7900 Forest Hill Boulevard, West Palm Beach 33413 (561) 432-4966, with a cover letter either certifying that the crosswalks comply with the above stated requirements; or what remedial action will be taken to restore the friction and/or integrity of the crosswalk area.
- (3) When remedial action is required in accordance with the above requirements, the local AGENCY at its own expense shall complete all necessary repairs within 90 days of the date the deficiency was identified.

(4) Should the local AGENCY fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the DEPARTMENT reserves the right to replace the patterned pavement with conventional pavement and bill the local AGENCY for this cost. No more than two full stamped asphalt pavement depth repairs shall be made to an area without first resurfacing the pavement to its full depth.

S.R. No.: A1A

COUNTY: PALM BEACH

EXHIBIT G

PATTERNED PAVEMENT MAINTENANCE

(When Applicable)

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

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, as a minimum, to include its frictional characteristics and integrity as follows:

- (1) Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted using either a locked wheel tester in accordance with FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements) or Dynamic Friction Tester in accordance with ASTM E1911. All costs for friction testing are the responsibility of the AGENCY.
- (2) The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (FM 5-592 attached). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (land-by-land) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL) or replaced with conventional pavement.
- (3) Approximately one year after project acceptance and one year thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with ASTM E274 or ASTME 1911. Friction resistance shall, at a minimum, have a FN40R value of 35 (or equivalent).
- (4) The results of all friction tests shall be sent to the Operations Engineer at the local FDOT District Four Operations Center located at Palm Beach Operations, 7900 Forest Hill Boulevard, West Palm Beach 33413 (561) 432-4966, with a cover letter either certifying, that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.

- (5) Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL, or replaced with conventional pavement.
- (6) When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
- (7) The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
- (8) Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.



RESOLUTION NO. 17-012 R

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR INCLUSIVE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT ON BEHALF OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has advised the Town that in order for landscaping to be placed in the FDOT right-of-way the Town must execute the attached State of Florida Department of Transportation District Four Inclusive Landscape Maintenance Memorandum of Agreement; and

WHEREAS, the purpose of this Resolution is to authorize the Mayor to execute on behalf of the Town the Agreement attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Highland Beach, Florida, that:

Section 1. The recitations set forth above are true, accurate and correct and are incorporated herein.

<u>Section 2.</u> That the Mayor is authorized to execute the State of Florida Department of Transportation District Four Inclusive Landscape Maintenance Memorandum of Agreement attached to this Resolution and made a part hereof.

<u>Section 3.</u> That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 5TH DAY OF JULY, 2017.

Carl Feldman, Mayor

William Weitz, Vice Mayor

Rhoda Zelniker, Commissioner

George Kelvin, Commissioner

Elyse Riesa, Commissioner

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY

Lanelda Gaskins, MMC

Town Clerk

Glen J. Torcivia, Town Attorney

Florida Bar No. 343374

Approved as to form and legal sufficiency