



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, January 16, 2024 AT 1:30 PM

LIBRARY COMMUNITY ROOM, 3618 S. OCEAN BLVD.,
HIGHLAND BEACH, FL

Town Commission

Natasha Moore	Mayor
David Stern	Vice Mayor
Evalyn David	Commissioner
Donald Peters	Commissioner
Judith M. Goldberg	Commissioner
Marshall Labadie	Town Manager
Lanelda Gaskins	Town Clerk
Glen J. Torcivia	Town Attorney

-
1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **PLEDGE OF ALLEGIANCE**
 4. **APPROVAL OF THE AGENDA**
 5. **PRESENTATIONS / PROCLAMATIONS**
 6. **PUBLIC COMMENTS (NON-AGENDA ITEMS)**

Public Comments will be limited to five (5) minutes per speaker.

7. **ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

A. None.

8. **UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Fire Rescue Implementation Update

- B. Florida Department of Transportation (FDOT) RRR Project Update
- C. Building Department Recertification Program Update
- D. Continued discussion of Milani Park

9. CONSENT AGENDA (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. Approval of Meeting Minutes

December 19, 2023 Town Commission Meeting Minutes

10. NEW BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Resolution No. 2024-001

A Resolution of the Town Commission of the Town of Highland Beach, Florida, authorizing the Mayor to execute Amendment Number Eight to the State of Florida Department of Transportation District Four Landscape Inclusive Memorandum of Agreement on behalf of the Town; providing for conflicts; and providing for an effective date.

B. Consideration of Proposed Addendum No.1 to the Settlement Agreement between the Town of Highland Beach and Highland Beach Real Estate Holdings, Inc.

C. Consideration to approve and authorize the Mayor to execute a Janitorial Maintenance Services Agreement with Imperial Cleaning Corporation in an amount of \$77,976.00 for janitorial maintenance services for Town-owned facilities.

11. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

12. TOWN ATTORNEY'S REPORT

13. TOWN MANAGER'S REPORT

14. ANNOUNCEMENTS**Board Vacancies**

Board of Adjustment and Appeals Board One (1) vacancy for an unexpired term ending September 21, 2024

Meetings and Events

January 31, 2024 9:30 A.M. Board of Adjustment and Appeals Board Regular Meeting

February 06, 2024 1:30 P.M. Town Commission Meeting

Board Action Report (Information Only)

None.

15. ADJOURNMENT

NOTE: Any person, firm or corporation decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record including testimony and evidence upon which the appeal is to be based. (State Law requires the above Notice. Any person desiring a verbatim transcript shall have the responsibility, at his/her own cost, to arrange for the transcript.) The Town neither provides nor prepares such record.

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall 561-278-4548 within a reasonable time prior to this meeting in order to request such assistance.

File Attachments for Item:

A. Approval of Meeting Minutes

December 19, 2023 Town Commission Meeting Minutes



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

LIBRARY COMMUNITY ROOM, 3618 S. OCEAN
BLVD., HIGHLAND BEACH, FL

Date: December 19, 2023
Time: 1:30 PM

1. CALL TO ORDER

Mayor Moore called the meeting to order at 1:30 P.M.

2. ROLL CALL

Commissioner Judith Goldberg
Commissioner Donald Peters
Commissioner Evalyn David
Vice Mayor David Stern
Mayor Natasha Moore
Town Manager Marshall Labadie
Town Attorney Glen Torcivia (arrived at 1:48 P.M.)
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance to the United States of America.

4. APPROVAL OF THE AGENDA

Mayor Moore moved Item 11.B. under New Business to Item 5. under Presentations / Proclamations.

MOTION: David/Stern - Moved to approve the agenda as amended, which passed unanimously 5 to 0.

5. PRESENTATIONS / PROCLAMATIONS

Consideration of a request for a Town of Highland Beach Right-of-Way (ROW) permit for the property located at 2362 South Ocean Boulevard. (Formerly Item 11.B.)

Mayor Moore read the title of this item, and Town Manager Labadie presented the item.

Mayor Moore opened the item for public comments, and after hearing none she closed the public comments.

MOTION: David/Goldberg - Moved to approve the Right-of-Way (ROW) permit for the property located at 2362 South Ocean Boulevard. The motion passed unanimously 5 to 0.

6. PUBLIC COMMENTS

There were no public comments.

7. ANNOUNCEMENTS

Mayor More read the announcement as follows:

Board Vacancies

Board of Adjustment and Appeals Board One (1) vacancy for an unexpired term ending September 21, 2024

Financial Advisory Board One (1) vacancy for an unexpired term ending April 30, 2024

Meetings and Events

December 24 and December 25, 2023 Town Hall closed in observance of Christmas Eve and Christmas Day

January 01, 2024 Town Hall closed in observance of New Years Day

January 09, 2024 1:00 P.M. Code Enforcement Board Regular Meeting

January 11, 2024 9:30 A.M. Planning Board Regular Meeting

January 16, 2024 1:30 P.M. Town Commission Meeting

Board Action Report

None.

8. ORDINANCES (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

A. Ordinance No. 2023-007 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Section 30-7 "Official Zoning Map" of the Town Code of Ordinances to update information pertaining to the date of the most recent amendment to the Town's Official Zoning Map as set forth in Ordinance No. 2022-002; providing for repeal of all ordinances in conflict; providing for

severability and codification; and providing an effective date (First Reading was December 05, 2023).

Mayor Moore read the title of Ordinance No. 2023-007 followed by Town Manager Labadie presenting the item.

Mayor Moore opened the item for public comments, and after hearing none she closed the public hearing.

MOTION: David/Stern - Moved to adopt Ordinance No. 2023-007. Upon roll call: Commissioner David (Yes); Vice Mayor Stern (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); and Mayor Moore (Yes). The motion passed 5 to 0.

B. Ordinance No. 2023-008 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida adopting administrative amendments to the 8th Edition (2023) of the Florida Building Code; providing for the repeal of all laws in conflict; providing for severability and providing for an effective date (First Reading was December 05, 2023).

Mayor Moore read the title of Ordinance No. 2023-008 followed by Building Official Remas presenting the item.

Mayor Moore opened the item for public comments, and after hearing none she closed the public hearing.

MOTION: David/Goldberg - Moved the adopt Ordinance No. 2023-008 on second reading. Upon roll call: Commissioner David (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed 5 to 0.

9. CONSENT AGENDA (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. Certification of Inadequate Attendance and Automatic Removal of Member Peter Weiner from the Financial Advisory Board effective December 19, 2023

B. Approval of Meeting Minutes

December 05, 2023 Town Commission Meeting Minutes

C. Approve and authorize the Mayor to execute the First Amendment to Amended and Restated Agreement between the Town of Highland Beach and Palm Beach County for use of the County Public Safety Radio System.

MOTION: David/Stern - Moved to adopt the Consent Agenda as presented.
The motion passed unanimously 5 to 0.

10. UNFINISHED BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Fire Rescue Implementation Update

Fire Chief Glenn Joseph provided an update on the construction of fire rescue building regarding stucco and painting the exterior walls, drywall installation and painting the interior walls, delivery of the elevators, a potential delay with the civil drainage onsite, and the recruiting, hiring, and onboarding of the fire personnel as well as some personnel will start on March 1.

B. Florida Department of Transportation (FDOT) RRR Project Update

Town Manager Labadie announced that the Florida Department of Transportation will hold its construction meeting on March 7, 2024, to discuss the RRR project. It will be a two-part meeting. The virtual portion of the meeting will be from 5:00 p.m. to 6:00 p.m. and the physical in-person meeting will be from 6:00 p.m. to 7:00 p.m. at the Highland Beach Library. FDOT is moving forward with the project and plans to start in May.

C. Continued discussion of Milani Park.

Town Manager Labadie mentioned that is trying to work with our team to facilitate some of the more recent discussions. He has shared some articles that fit well into the argument that the Town Commission has presented, and the advocacy team will communicate out into the other districts. He also mentioned resident Ron Reame held a meeting with some of the condominiums to pull that grassroots piece together in preparation for the February 1st meeting.

Additionally, Town Manager Labadie is working with Mr. Sweetapple, the Town's legal counsel and Mr. Neal Schiller, the Town's advocate on this matter. Town Manager Labadie will contact each Commissioner with information he receives.

Commissioner Peters spoke about the Boca Raton Condominium Association meeting that he attended today.

11. NEW BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Resolution No. 2023-036

A Resolution of the Town Commission of the Town of Highland Beach, Florida, authorizing the Mayor to execute Amendment No. Nine to the State of Florida Department of Transportation District Four Landscape Inclusive Memorandum of Agreement on behalf of the Town; providing for conflicts; and providing for an effective date.

Mayor Moore read the title of title of Resolution No. 2023-036. Town Manager Labadie presented the item.

MOTION: David/Goldberg - Moved to implement Resolution No. 2023-036. The motion passed unanimously 5 to 0.

- B. Consideration of a request for a Town of Highland Beach Right-of-Way (ROW) permit for the property located at 2362 South Ocean Boulevard. (This Item was moved to Item 5. under Presentation /Proclamations)**
- C. Approve and authorize the Mayor to execute an Equipment Lease-Purchase Agreement with Motorola Solutions, Inc. in an amount not to exceed \$294,016.00 for 23 portable radios for the Police Department.**

Mayor Moore read the title of this item.

Town Manager Labadie introduced the item. Chief of Police Craig Hartmann provided comments about the necessity for the portable radios and the transmission issues with the current radios. Also, the Motorola Representative and Finance Director David DiLena both provided comments about the Motorola contract and costs.

Mayor Moore opened the item for public comments.

Mr. Ron Reame provided comments.

Hearing no further comment, Mayor Moore closed the public comments.

MOTION: David/Goldberg - Moved to approve and authorize the Mayor to execute an agreement to acquire twenty-three portable radios for the Police Department, with Motorola Solutions, Inc. at what is to be determined as the most economically feasible method. Upon roll call: Commissioner David (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed unanimously 5 to 0.

- D. Approve and authorize Town staff to purchase the Bunker Gear from Bennett Fire Products Co., Inc. in the amount of \$98,530.04 for the Fire Rescue Department (In accordance with Lake County Contract 22-730B).**

Mayor Moore read the title of this item and Fire Chief Joseph presented the item.

MOTION: David/ Goldberg - Moved to approve Item 11.D. Upon roll call: Commissioner David (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed unanimously 5 to 0.

12. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg wished everyone happy holidays.

Commissioner Donald Peters wished everyone healthy and happy holidays.

Commissioner Evalyn David wished everyone healthy and happy holidays.

Vice Mayor David Stern also wishes everyone a happy holiday and a healthy and prosperous new year.

Mayor Natasha Moore wished everyone healthy and happy holidays.

13. TOWN ATTORNEY'S REPORT

Town Attorney Torcivia wished everyone a safe, healthy, and happy holiday.

14. TOWN MANAGER'S REPORT

Town Manager Labadie thanked everyone for the kind words. He thanked Reverend Father Horgan of Saint Lucy Catholic Church. He also wished everyone happy holidays.

15. ADJOURNMENT

The meeting adjourned at 2:40 P.M.

APPROVED: January 16, 2024 Town Commission Meeting.

ATTEST:

Natasha Moore, Mayor

Transcribed by
Lanelda Gaskins

01/16/2024

Date

Lanelda Gaskins, MMC
Town Clerk

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <https://highlandbeach-fl.municodemeetings.com/>.

File Attachments for Item:

A. Resolution No. 2024-001

A Resolution of the Town Commission of the Town of Highland Beach, Florida, authorizing the Mayor to execute Amendment Number Eight to the State of Florida Department of Transportation District Four Landscape Inclusive Memorandum of Agreement on behalf of the Town; providing for conflicts; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE January 16, 2024

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: Amendment Number Eight (8) to the Florida Department of Transportation’s Landscape Inclusive Memorandum of Agreement for the property located 3425 South Ocean Boulevard

SUMMARY:

On July 20, 2017, the Florida Department of Transportation (FDOT) and the Town of Highland Beach entered into a Landscape Inclusive Maintenance Memorandum of Agreement (“Agreement”) for the purpose of maintaining landscape improvements on State Road A1A (South Ocean Boulevard). Since the execution of this Agreement, there have been eight (8) amendments to the Agreement as follows:

AMENDMENT NUMBER	LOCATION	FDOT PERMIT NO.	DATE OF EXECUTED AMENDMENT
1	3615 S. Ocean Blvd.	2019-L-496-00005	February 5, 2020
2	Several (crosswalks)	2020-L-496-00002	February 19, 2020
3	2352 S. Ocean Blvd.	2020-L-496-00005	December 21, 2020
4	2500 S. Ocean Blvd.	2021-L-496-00004	January 21, 2022
5	4005 S. Ocean Blvd.	2022-L-496-00008	September 13, 2022
6	3805 S. Ocean Blvd.	2023-L-496-00004	August 26, 2023
7	3521 S. Ocean Blvd.	2023-L-496-00006	October 10, 2023
8	3425 S. Ocean Blvd.	2023-L-496-00009	TBD*
9	2362 S. Ocean Blvd.	2023-L-496-00005	TBD**

* Due to the Applicant's newly proposed landscape improvements in FDOT's ROW, they were required to go back before the Planning Board for an amendment to their previously approved landscape plan (part of their Major Modification approval, DO-23-0003) to reflect those new landscaping improvements in FDOT's Right-of-Way.

** Resolution No. 2023-036 was approved by the Town Commission on 12-19-23 and was forwarded to FDOT for execution.

Landscaping improvements are proposed to be installed in FDOT's Right-of-Way (ROW) along State Road A1A at 3425 South Ocean Boulevard and therefore an amendment (No. 8) to the Agreement is required. While this amendment to the Agreement indicates that the Town will maintain the additional landscape improvements, Section 28-10(a) of the Town Code of Ordinances, requires the property owner to be responsible for the maintenance of all landscaping on adjacent public rights-of way as follows:

Sec. 28-10. - Maintenance standards for cultivated landscape areas.

(a) *General: The owner, and/or lessee of land subject to this chapter shall be responsible for the maintenance of all landscaping located on their property and on adjacent public rights-of-way, which shall be maintained in good condition so as to present a healthy, neat and orderly landscape area which shall include, but not be limited to, weeding, mulching, fertilizing, pruning, mowing, and edging as generally set forth in this section.*

At the December 14, 2023 Planning Board ("Board") meeting, the Board granted an amendment to a previously approved major modification to an existing building (Development Order No. 23-0003) to modify the landscape plan to reflect landscaping improvements in FDOT's ROW (State Road A1A) adjacent to the subject property. Note that the initial major modification approval (Development Order No. 23-0003) included a landscape plan for the property only and not for the adjacent FDOT ROW. The FDOT ROW landscaping approved by the Board is consistent with the ROW landscaping plan approved by FDOT via permit number 2023-L-496-00009. The Town's Public Works Director, Pat Roman, has indicated that the proposed landscaping in FDOT's ROW does not conflict with existing Town utilities.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Aerials

Resolution

Amendment Number eight (8) to FDOT Landscape Inclusive Memorandum of Agreement.

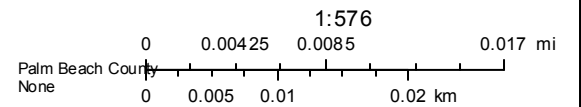
FDOT Inclusive Landscape Maintenance Memorandum of Agreement – July 20, 2017.

RECOMMENDATION:

At the discretion of the Town Commission



3425 South Ocean Boulevard





**TOWN OF HIGHLAND BEACH
RESOLUTION NO**

A RESOLUTION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER EIGHT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 20, 2017, the Town of Highland Beach entered into a Landscape Inclusive Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT), District Four, for the purpose of maintaining landscape improvements by the Town on State Road A1A (South Ocean Boulevard); and

WHEREAS, since the execution of the Landscape Inclusive Maintenance Memorandum of Agreement, there have been seven (7) amendments to the Agreement which were executed on February 5, 2020 (FDOT Permit No. 2019-L-496-00005); February 19, 2020 (FDOT Permit No. 2020-L-496-00002); December 21, 2020 (FDOT Permit No. 2020-L-496-00005); January 21, 2022 (FDOT Permit No. 2021-L-496-00004); September 13, 2022 (FDOT Permit No. 2022-L-496-00008); August 26, 2023 (FDOT Permit No. 2023-L-496-00004); and October 10, 2023 (FDOT Permit No. 2023-L-496-00006 (amendment number nine (9) is currently pending FDOT execution (FDOT Permit No. 2023-L-496-00005); and

WHEREAS, new landscaping improvements (FDOT Permit No. 2023-L-496-00009) are proposed to be installed in the State Road A1A right-of-way at 3425 South Ocean Boulevard; and

WHEREAS, these new landscaping improvements, as noted above, require an amendment to the Landscape Inclusive Maintenance Memorandum of Agreement whereby the Town and FDOT agree to the installation of the improvements at 3425 South Ocean Boulevard; and

WHEREAS, the purpose of this Resolution is to authorize the Mayor to execute, on behalf of the Town, the amendment to the Landscape Inclusive Maintenance Memorandum of Agreement attached to this Resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:

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

Section 2. The Mayor is hereby authorized to execute amendment number eight (8) to the State of Florida Department of Transportation Landscape Inclusive Memorandum of Agreement attached to this Resolution and made a part hereof.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. This Resolution shall be effective immediately upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this ___ day of _____, 2024.

ATTEST:

Natasha Moore, Mayor

REVIEWED FOR LEGAL SUFFICIENCY

Lanelda Gaskins, MMC
Town Clerk

Glen J. Torcivia,
Town Attorney

VOTES:

YES NO

Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Evalyn David
Commissioner Donald Peters
Commissioner Judith Goldberg

SECTION: 93060000
STATE ROAD: A1A
PERMIT: 2023-L-496-00009
COUNTY: PALM BEACH

**AMENDMENT NUMBER EIGHT (8) TO
FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FOUR (4)
LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AMENDMENT Number Eight (8) to the Agreement dated July 20, 2017, made and entered into this _____ day of _____ 20____ by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT** and the **TOWN OF HIGHLAND BEACH**, a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

WITNESSETH

WHEREAS, the parties entered into the Landscape Inclusive Maintenance Memorandum of Agreement dated, July 20, 2017 for the purpose of maintaining the landscape improvements by the AGENCY on State Road A1A (South Ocean Boulevard); and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape by permit to be installed on State Road A1A (South Ocean Boulevard) in accordance with the above referenced Agreement; and,

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

1. Pursuant to Page 7, Paragraph 7 of the Landscape Inclusive Maintenance Memorandum of Agreement for State Road A1A (South Ocean Boulevard) dated July 20, 2017, the DEPARTMENT will allow an adjacent property owner to construct additional landscape improvements or to modify an improvement as indicated in **Exhibit "A"**, State Road A1A (South Ocean Boulevard) from M.P. 6.394 to M.P. 6.413. In accordance with the plans attached as **Exhibit "B"**.
2. The AGENCY shall agree to maintain the additional landscape improvements in the Agreement described above according to Part I of the Maintenance Plan, Exhibit "E" of the original agreement and Part II as follows:

Part II - Specific Project Site Maintenance Requirements and Recommendations:

The landscape design consists of hardy plants that are meant to supplement and accent the existing landscaped right-of-way and property frontage. Plant choices are to be maintained to allow visibility from cars entering and/or existing the property safely.

- A. Where low groundcovers need to be sheared to promote uniform growth, the edges should be rounded off.
- B. Remove suckering growth from base and clear trunk areas of palm trees monthly.
- C. To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
- D. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
- E. Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.
- F. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain a (6)" setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.
- G. Maintain the vertical height of:
 - (Schellings Dwarf Illex) between (12)" and (18)", full to ground
 - (Ficus Green Island) between (18)" and (24)", full to ground
 - (Dwarf Fuchsia Bougainvillea) between (20)" and (24)", full to ground
 - (Bougainvillea Standard) between (6)' and (7)', standard w/3' of clear trunk
 - (St. Augustine 'Palmetto') mature height.
- H. Inspect groundcovers and shrubs monthly for maintaining full ground coverage.
- I. Evaluate plant material monthly for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
- J. Inspect the existing irrigation system performance monthly to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

LIST OF EXHIBITS

Exhibit A - Landscape Improvements Maintenance Boundaries Limits

Exhibit B - Landscape Improvement Plans

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

TOWN OF HIGHLAND BEACH

By: _____ Date: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
Town Clerk

Legal Approval: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____ Date: _____
Transportation Development Director

Attest: _____ (SEAL)
Executive Secretary

Legal Review: _____
Office of the District General Counsel

SECTION: 93060000
 STATE ROAD: A1A
 PERMIT: 2023-L-496-00009
 COUNTY: PALM BEACH

EXHIBIT A

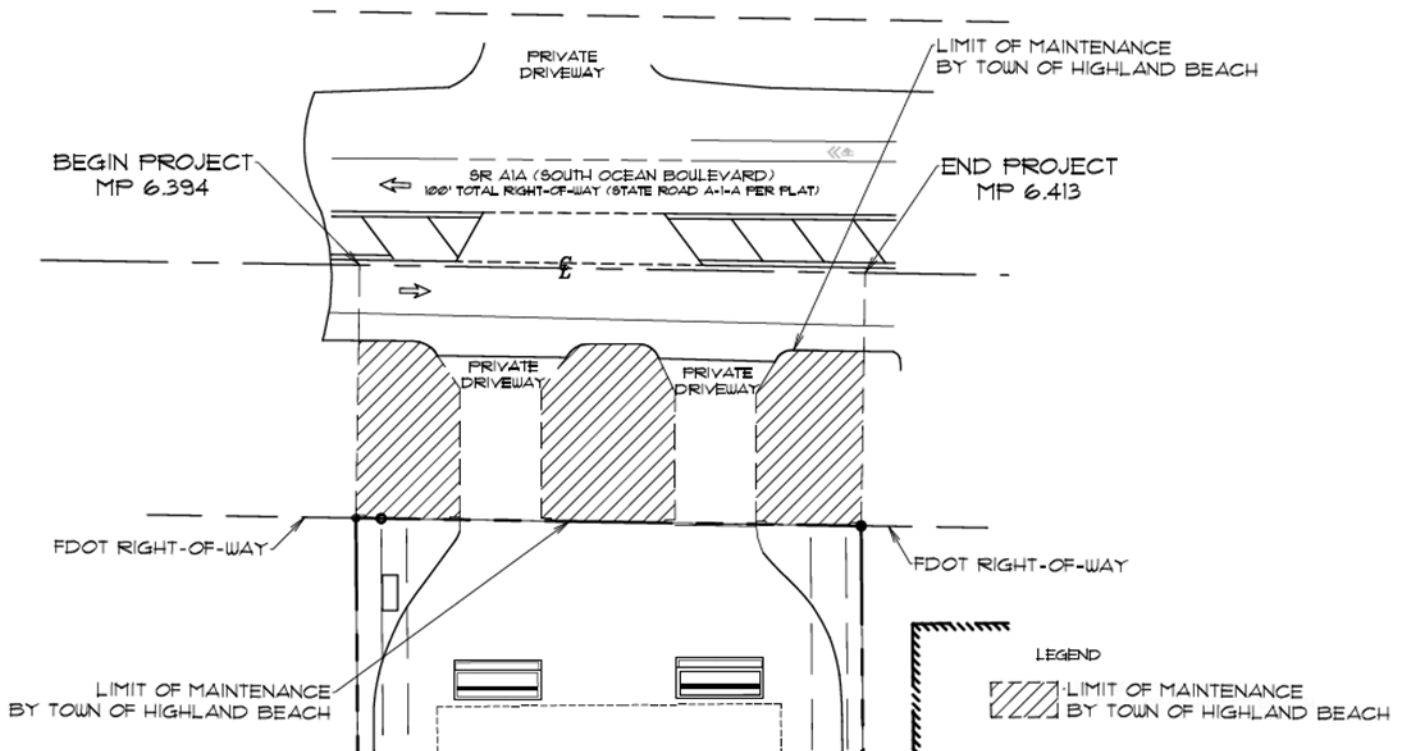
LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES LIMITS

I. ORIGINAL INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS:

State Road A1A (South Ocean Boulevard) from approximately ¼ mile North of Spanish River Blvd (M.P. 4.868) to approximately ½ mile South of Linton Blvd (M.P. 7.711)

II. LANDSCAPE PERMIT PROJECT LIMITS (THIS PROJECT)*:

State Road A1A (3425 South Ocean Boulevard) from M.P. 6.394 to M.P. 6.413



***All other limits of the original agreement and amendments shall apply**

SECTION: 93060000
STATE ROAD: A1A
PERMIT: 2023-L-496-00009
COUNTY: PALM BEACH

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: Krent Wieland, PLA
KWD Landscape Architect
August 31, 2023

FDOT GENERAL NOTES

NOTES :

- 1) It is the responsibility of the contractor to prepare a work zone traffic control plan. Plan shall be reviewed by FDOT and the owner prior to commencement of construction.
- 2) All barricades, signal devices and traffic control personnel to be used during construction shall be shown clearly on the contractor prepared work zone traffic control plan.
- 3) It is the responsibility of the contractor to control vehicular and pedestrian traffic in the work zone.
- 4) Contractor shall isolate pedestrian traffic from work zone using suitable barrier. The barrier shall be sized and located to prevent entry into work zone. A bypass path with firm footing in all weather conditions shall be provided.
- 5) Vehicular access to any commercial properties in the work zone shall remain unobstructed at all times.
- 6) Refer to F.D.O.T. Standard Specifications for Road and Bridge Construction Section 580 for landscape installation specifications.

NOTE:
DESIGN SPEED FOR ENTIRE PROJECT IS 35mph.

(2) LANE DIVIDED

NOTES :

Permittee will coordinate all work with Paul Donovan of Louis Berger at: 1-888-238-6215, Extension 701, US1-A1A-Permits@louisberger.com. Coordination will include a Pre-construction meeting.

All materials and construction within the Florida Department of Transportation Design (F.D.O.T.) right-of-way shall conform to the latest edition F.D.O.T. Design Standards and latest edition Standard Specifications for Road and Bridge Construction.

All maintenance Of Traffic M. O. T. for this project will be in compliance with the Departments current edition of the Design Standards, (600 series) and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). The Operations Engineer or his designee reserves the right to direct the removal/relocation/modification of any traffic devices(s) at the permittee' s sole expense. Special attention will be given to FDOT Design Standard Index 601, 602, 603, and 660.

It is the Permittee's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right-of-Way from the F.D.O.T. prior to usage.

Permittee will restore the Right of Way as a minimum, to its original condition or better in accordance w/F.D.O.T.'s latest Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer.

Restricted hours of operation for lane closures will be from 9:00am to 3:30 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.

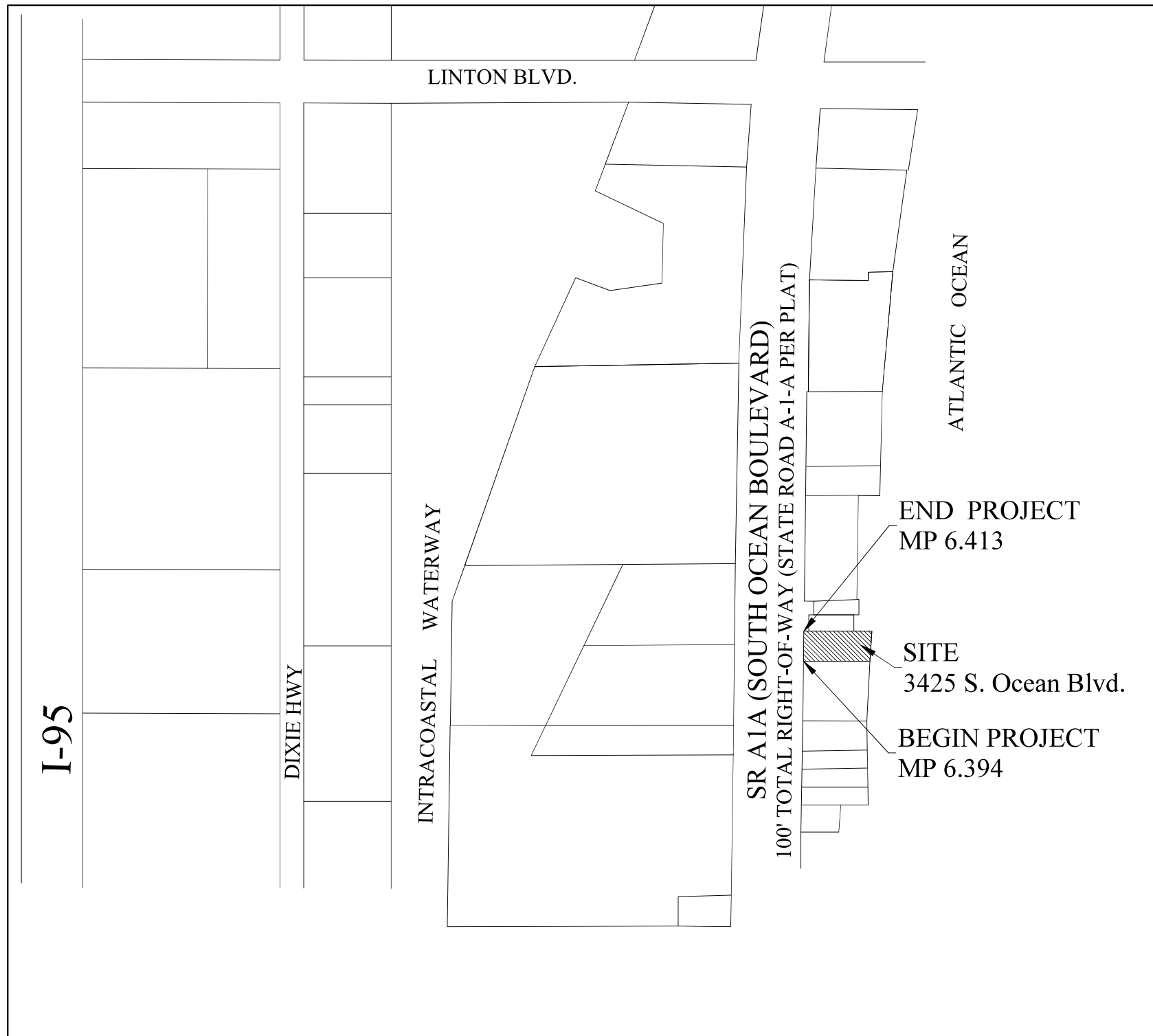
PERMITTEE: PLEASE NOTE:

Permittee's contractors that are performing permitted work activities shall provide the F.D.O.T. (Penny Office) proof of a proper state contractor's license and certificate of liability insurance prior to any commencement of permitted work.

The installation of all new landscape materials will be in accordance with current editions of the Standard Indices #212, 215, and 580 (horizontal clearance/clear zone requirements).

PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE.

Permittee will provide the F.D.O.T. with certified "AS-Built" plans prior to final acceptance of permitted work.



Le Sanctuaire
3425 South Ocean Boulevard
Highland Beach, Florida



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

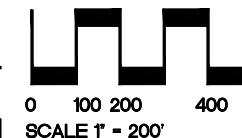
Check positive response codes before you dig!

CAUTION: PLEASE NOTE

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FOR SUBMITTAL
08/31/2023
NOT FOR CONSTRUCTION

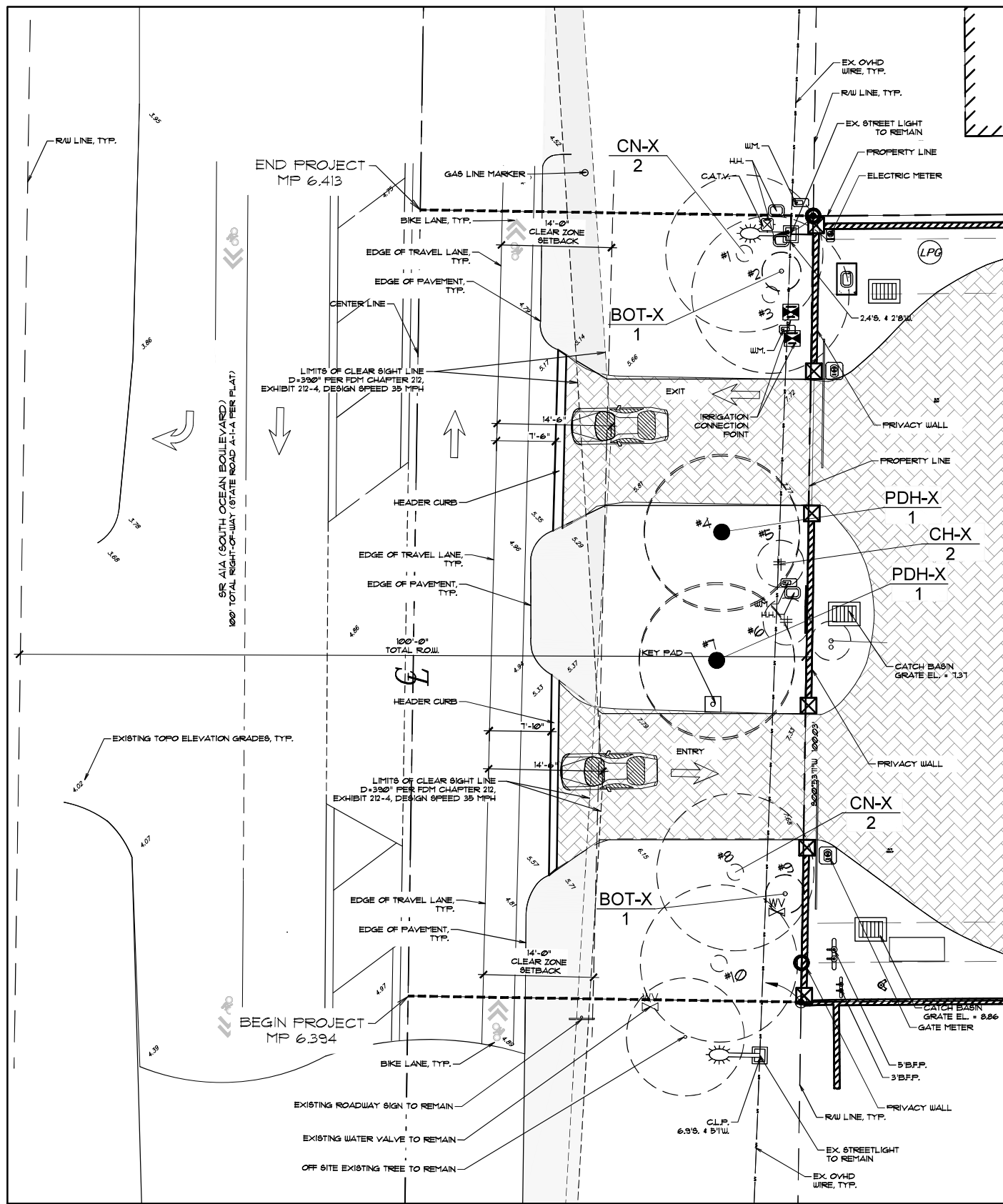


20230831 - ADDED EAST BIKE LANE
20230724 - FOR SUBMITTAL TO FDOT
20230612 - FOR SUBMITTAL TO FDOT
ISSUE HISTORY
COMM NO. 22060R
PROJ MGR: KDW
DRAWN BY: EL
CHECKED BY: KDW

DRAWING TITLE:
R.O.W.
Landscape
Plans And Notes

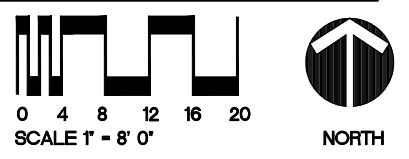
Sheet
L-1

PERMIT NUMBER: 2023-L-486-00000



TREE DISPOSITION CHART										
SHEET NUMBER	TREE NO.	SYMBOL	BOTANICAL NAME	COMMON NAME	DBH (IN.) FOR TREES CTH (FT.) FOR PALMS	HEIGHT (FT.) (APPROX.)	CANOPY SPREAD (FT.) (APPROX.)	CONDITION	DISPOSITION	NOTES
L-2	1	CN-X	Cocos nucifera	Green Malaysian Coconut	25	25 GW	18	FAIR	REMOVE	APPROVAL PERMIT TO BE PROVIDED
L-2	2	BOT-X	Hyphorbe lagenicaulis	Bottle Palm	6	6 GW	7	FAIR	REMOVE	APPROVAL PERMIT TO BE PROVIDED
L-2	3	CN-X	Cocos nucifera	Green Malaysian Coconut	20	20 GW	18	FAIR	REMOVE	APPROVAL PERMIT TO BE PROVIDED
L-2	4	PDH-X	Phoenix dactylifera 'Medjool'	Medjool Date Palm	30	30 GW	20	FAIR	REMOVE	APPROVAL PERMIT TO BE PROVIDED
L-2	5	CH-X	Chamaerops humilis	Mediterranean Fan Palm	5	5 GW	3	POOR	REMOVE	APPROVAL PERMIT TO BE PROVIDED
L-2	6	CH-X	Chamaerops humilis	Mediterranean Fan Palm	10	10 GW	6	FAIR	REMOVE	APPROVAL PERMIT TO BE PROVIDED
L-2	7	PDH-X	Phoenix dactylifera 'Medjool'	Medjool Date Palm	30	30 GW	20	FAIR	REMOVE	APPROVAL PERMIT TO BE PROVIDED
L-2	8	CN-X	Cocos nucifera	Green Malaysian Coconut	25	25 GW	18	FAIR	REMOVE	APPROVAL PERMIT TO BE PROVIDED
L-2	9	BOT-X	Hyphorbe lagenicaulis	Bottle Palm	6	6 GW	7	FAIR	REMOVE	APPROVAL PERMIT TO BE PROVIDED
L-2	10	CN-X	Cocos nucifera	Green Malaysian Coconut	20	20 GW	18	FAIR	REMOVE	APPROVAL PERMIT TO BE PROVIDED

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!



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THIS DRAWING HAS NOT BEEN REVIEWED BY A STRUCTURAL ENGINEER. VERIFY WITH STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION.

POOLS BARRIERS AND GATES ALL POOL BARRIERS MUST MEET THE REQUIREMENTS OF 2020 F.B.C. 7TH EDITION, SECTIONS 454.2.17.1.1 THROUGH 454.2.17.1.8. ALL DOORS AND WINDOWS PROVIDING DIRECT ACCESS TO A POOL MUST MEET THE REQUIREMENTS OF 2020 F.B.C. 7TH EDITION, SECTION 407.1.9.

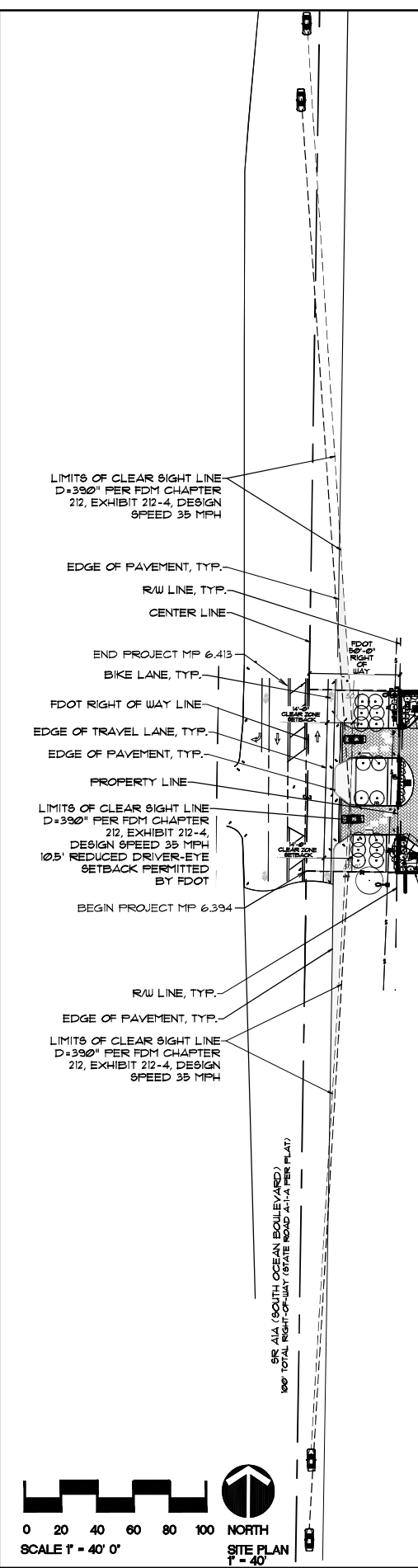
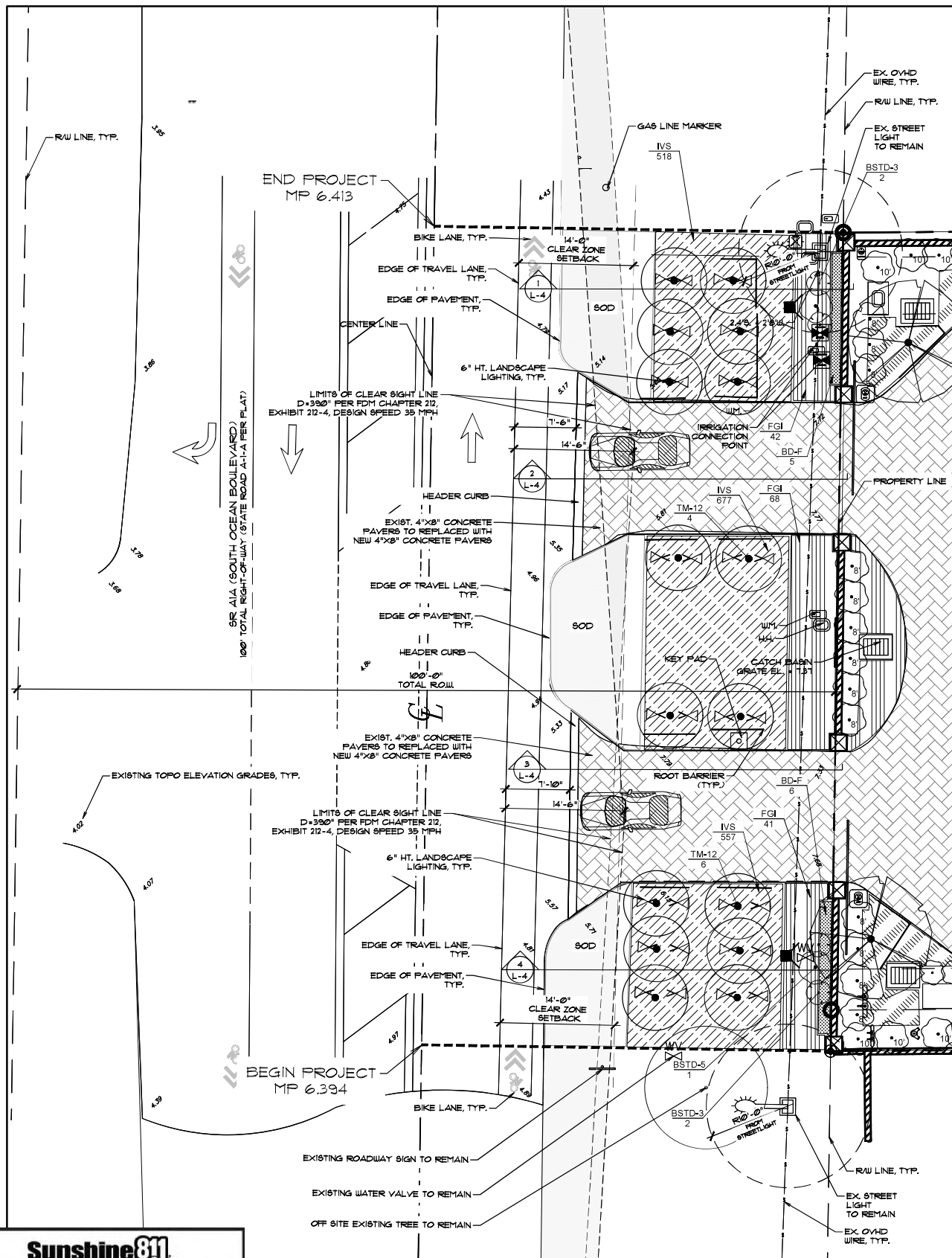
FOR SUBMITTAL
08/31/2023
NOT FOR CONSTRUCTION

PERMIT NUMBER: 2023-L-406-00009

Le Sanctuaire
3425 South Ocean Boulevard
Highland Beach, Florida

20230831 - ADDED EAST BIKE LANE
20230724 - FOR SUBMITTAL TO FDOT
20230612 - FOR SUBMITTAL TO FDOT
ISSUE HISTORY
COMM NO. 22060R
PROJ MGR: KDW
DRAWN BY: EL
CHECKED BY: KDW

DRAWING TITLE:
Existing Landscape Plan
Sheet
L-2



FDOT GENERAL NOTES

- NOTES:**
- GOVERNING STANDARD PLANS FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2023-24 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IR) are available at the following website: <https://www.fldot.gov/design/standardplans>
 - GOVERNING STANDARD SPECIFICATIONS FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2023-24 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION at the following website: <https://www.fldot.gov/programmanagement/implemented/specbooks>
 - ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FDOT RIGHT OF WAY WEATHER REQUESTED BY THE CONTRACTOR, OWNER, LANDSCAPE ARCHITECT OR OTHER WILL NEED TO GET APPROVAL FROM THE FDOT DISTRICT OPERATIONS MANAGER.
 - ARCHITECTURAL PAVERS INSTALLATION FOR SIDEWALKS AND/OR DRIVEWAYS WITHIN FDOT RIGHT OF WAY SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 526. Online Reference: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2023-24/fy2023-24ebook.pdf?sfvrsn=6b69416d_6
 - FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT, LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT APPLICABLE FDOT STANDARD SPECIFICATIONS 580. ONLINE REFERENCE: <http://www.dot.state.fl.us/programmanagement/Maintenance/2016Jan>.
 - CONTRACTOR SHALL REPAIR ANY AND ALL DAMAGE DONE TO FDOT PROPERTY DURING DEMOLITION, RELOCATION AND/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
 - OWNERSHIP OF ALL SUITABLE 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 HAULED BY THE PERMITTEE, AT THEIR COST AND EXPENSE FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.
 - CYPRESS MULCH IS NOT PERMITTED ON FDOT RIGHT OF WAY. MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH (CONTAINING NO CYPRESS PRODUCTS), RECYCLED MULCH OR APPROVED EQUAL, CERTIFIED BY THE MULCH AND SOIL COUNCIL (MSC). SUBMIT PROOF OF CERTIFICATION TO THE FDOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION.
 - SODDED AREAS WILL BE IN ACCORDANCE WITH STANDARD PLANS INDEX 570-010 AND STANDARD SPECIFICATIONS SECTIONS 182, 570, 981, 982, 983, 987 OF THE DEPARTMENT'S LATEST EDITION OF GOVERNING DESIGN STANDARDS AND STANDARD SPECIFICATIONS. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.

FDOT PLANTING NOTES

- NOTES:**
- FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY, LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT APPLICABLE FDOT MAINTENANCE SPECIFICATION 580. ONLINE REFERENCE: [ssm580000wd-722-17892.pdf \(windows.net\)](ssm580000wd-722-17892.pdf)
 - FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY REFER TO THE FDOT STANDARD PLANS INDEX 580-001 LANDSCAPE INSTALLATION. Online Reference: <https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2023/dw/580-001.pdf?>
 - CYPRESS MULCH IS NOT PERMITTED ON FDOT RIGHT OF WAY. MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH (CONTAINING NO CYPRESS PRODUCTS), RECYCLED MULCH OR APPROVED EQUAL, CERTIFIED BY THE MULCH AND SOIL COUNCIL (MSC). SUBMIT PROOF OF CERTIFICATION TO THE FDOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION.

FDOT IRRIGATION NOTES

- NOTES:**
- FDOT REQUIRES 24 HOUR EMERGENCY ACCESS TO WATER SOURCE.
 - CONTRACTOR SHALL PROVIDE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.
 - THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
 - EXISTING IRRIGATION SYSTEM TO REMAIN AND REPAIR AS NEEDED.

NOTE:
DESIGN SPEED FOR ENTIRE PROJECT IS 35mph.
(2) LANE DIVIDED

PLANT SCHEDULE FDOT PLANT LIST TO COMPLY WITH INDEX 580-001 LANDSCAPE INSTALLATION

TREES	BOTANICAL / COMMON NAME	CONT	CAL. IN.	SIZE	NATIVE	QTY
TM-12	Thrinax morrisii / Key Thatch Palm - Single Straight, Unscarred Trunk, Full Head, Intact Fronds, Single	B & B	12"	0A	Yes	16
SHRUBS	BOTANICAL / COMMON NAME	CONT	HEIGHT	SPREAD	FIELDS	QTY
BSTD-3	Bougainvillea / Bougainvillea Standard Standard, Straight Trunk, Full, Symmetrical Heads, ALTERNATE PURPLE AND FUCHSIA	Containerized	3'-4'	3'		4
BSTD-5	Bougainvillea / Bougainvillea Standard Standard, Straight Trunk, Full, Symmetrical Heads, ALTERNATE PURPLE AND FUCHSIA	Containerized	5'	3'-4'		2
SHRUB AREAS	BOTANICAL / COMMON NAME	CONT	HEIGHT	SPREAD	SPACING	
BD-F	Bougainvillea 'Dwarf Fuchsia' / Dwarf Fuchsia Bougainvillea Full, Dense Foliage To Base, Fuchsia	3 gal	20"	20"	24" o.c.	11
FGI	Ficus microcarpa 'Green Island' / Green Island Ficus Full, Dense Foliage To Base	Containerized	18"	18"	18" o.c.	151
IVS	Ilex vomitoria 'Dwarf Schellings' / Schellings Dwarf Ilex Full, Dense Foliage To Base	3 gal	10"-12"	10"-12"	10" o.c.	1,752
MISC. BIO	NAME	COMMENTS			QTY	
	Bio-Barrier	Root/Bio Barrier as required by utilities, Provide root barrier in planters adjacent to pool.			Verify Quantity In Field	

20230831 - ADDED EAST BIKE LANE
20230724 - FOR SUBMITTAL TO FDOT
20230612 - FOR SUBMITTAL TO FDOT

ISSUE HISTORY

COMM NO.	22060R
PROJ MGR.	KDW
DRAWN BY:	EL
CHECKED BY:	KDW

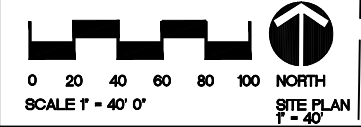
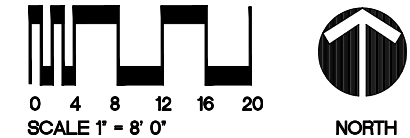
DRAWING TITLE:
Proposed Landscape Plan

Sheet **L-3**

FOR SUBMITTAL
08/31/2023
NOT FOR CONSTRUCTION

PERMIT NUMBER: 2023-L-486-00000

Sunshine811
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CAUTION: PLEASE NOTE

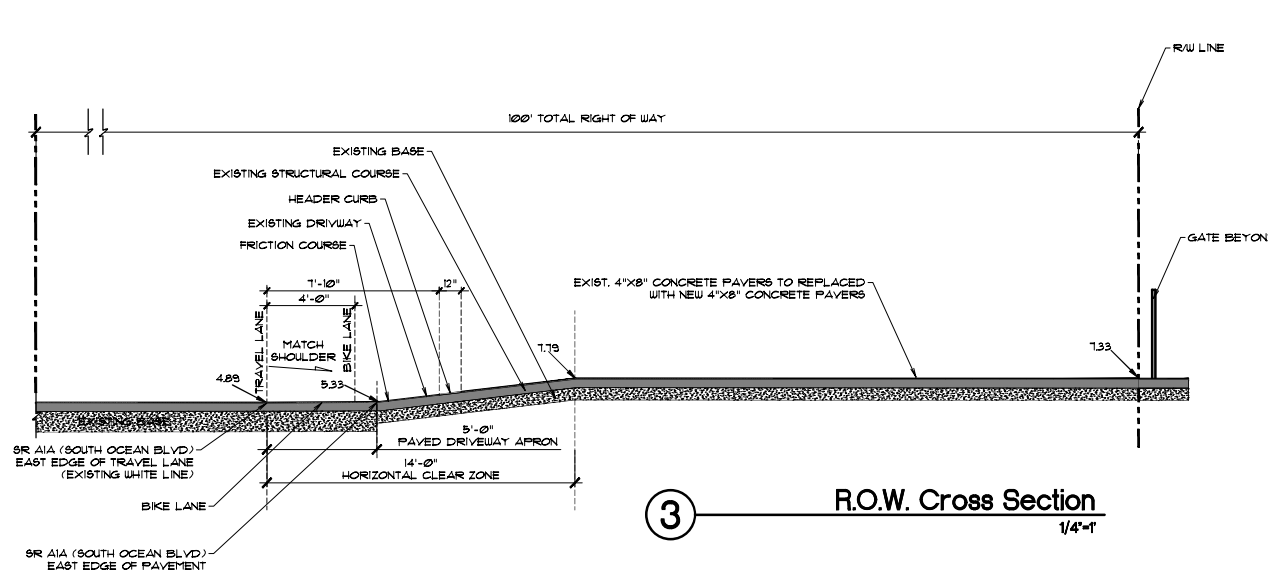
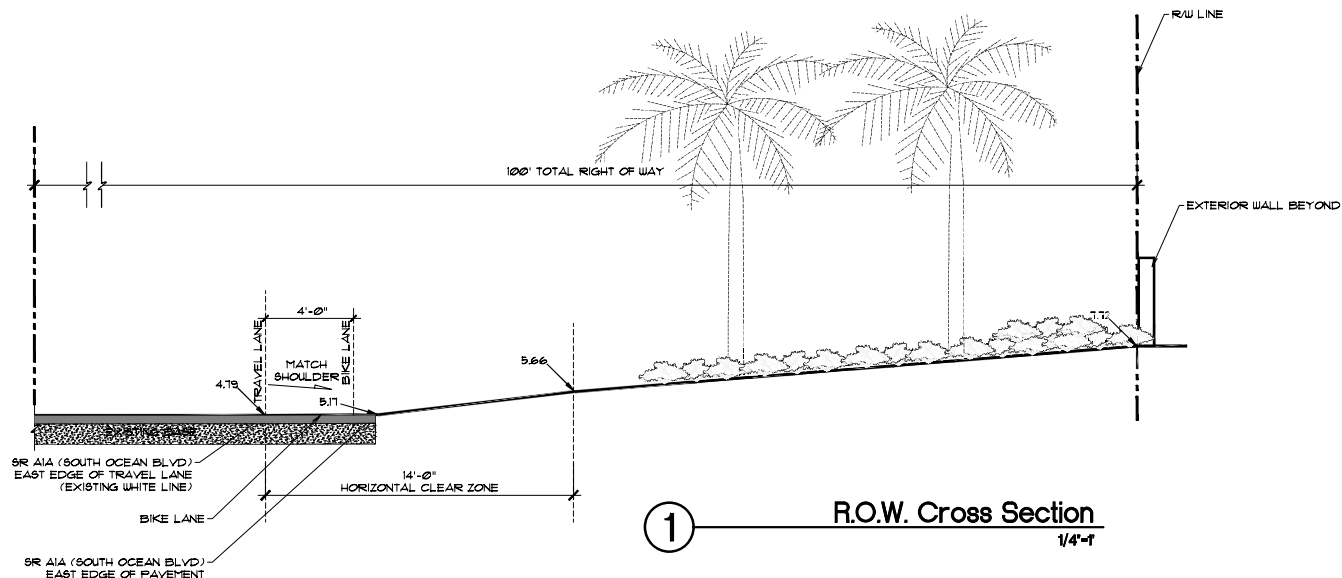
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POOLS BARRIERS AND GATES
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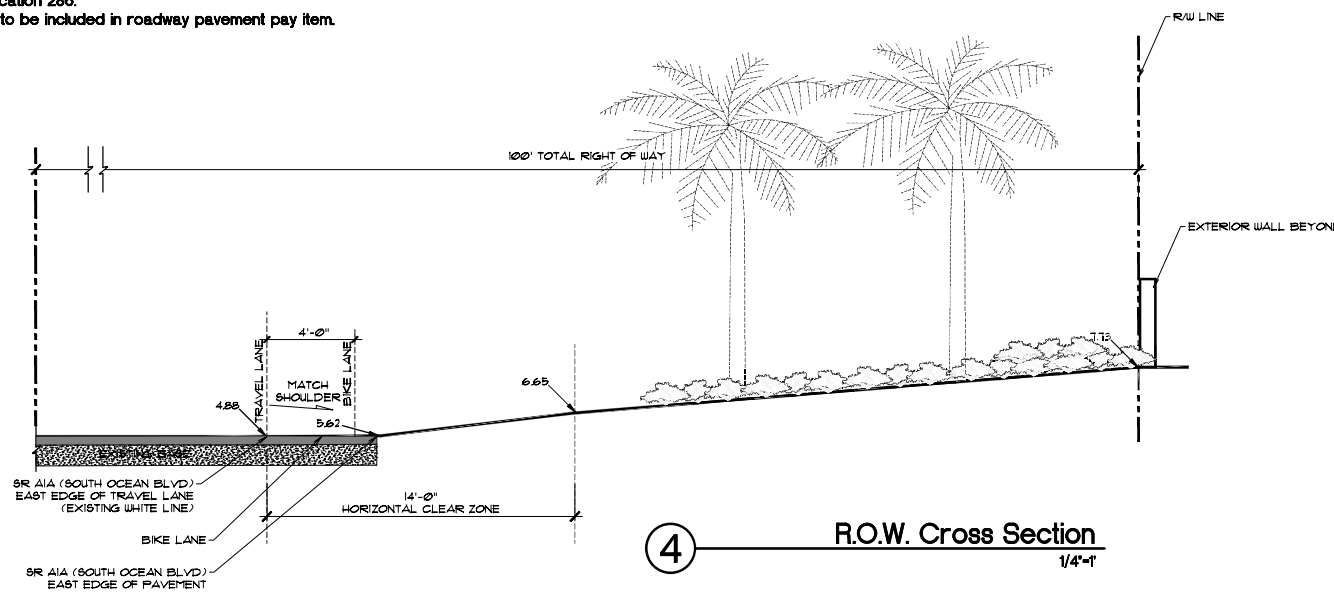
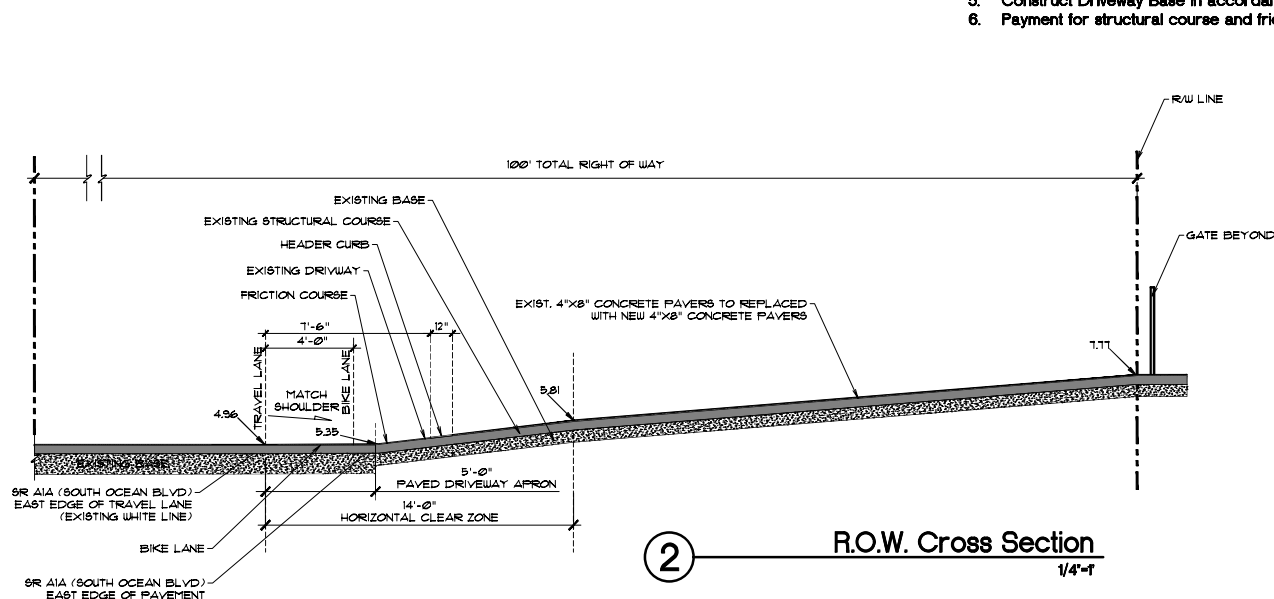
Note:

- 1) All Ficus microcarpa 'Green Island' groundcover to be maintained at 24" ht. maximum



PAVED AND GRADED DRIVEWAYS
General Notes:

1. Driveways are to be constructed or resurfaced for low volume (single family, duplex, farm, etc.) residential connections as directed by the Engineer.
2. Driveways construction is not required for low volume residential connections where roadway shoulders are paved.
3. Match existing paved shoulder widths > 4'. For all other shoulders conditions, construct at 5' wide.
4. Connections beyond the shoulder widths are to be constructed as directed by Engineer.
5. Construct Driveway Base in accordance with Specification 286.
6. Payment for structural course and friction course is to be included in roadway pavement pay item.



Le Sanctuaire
3425 South Ocean Boulevard
Highland Beach, Florida

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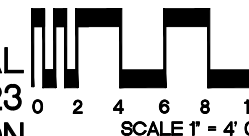
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FOR SUBMITTAL
08/31/2023
NOT FOR CONSTRUCTION



DRAWING TITLE:
R.O.W. Landscape Cross Section

Sheet
L-4

20230831 - ADDED EAST BIKE LANE
20230724 - FOR SUBMITTAL TO FDOT
20230612 - FOR SUBMITTAL TO FDOT
ISSUE HISTORY
COMM NO. 22060R
PROJ MGR: KDW
DRAWN BY: EL
CHECKED BY: KDW

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 July 5, 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.
- (l) 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, irrigation 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:

- (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.

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

TOWN OF HIGHLAND BEACH

By: *Cal Feldman*
Chairperson/Mayor/Manager

Attest: *Lanell Gaski* (SEAL)
Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: *Stacy Ottler*
Transportation Development Director

Attest: *Annatahne* (SEAL)
Executive Secretary

Legal Review _____ Date 7-5-17

Legal Review _____ Date 7/18/2017
Office of the General Counsel



**SECTION No.: 93060
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 1/2 mile South of Linton Boulevard (M.P. 7.711)

**SECTION No.: 93060
 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**

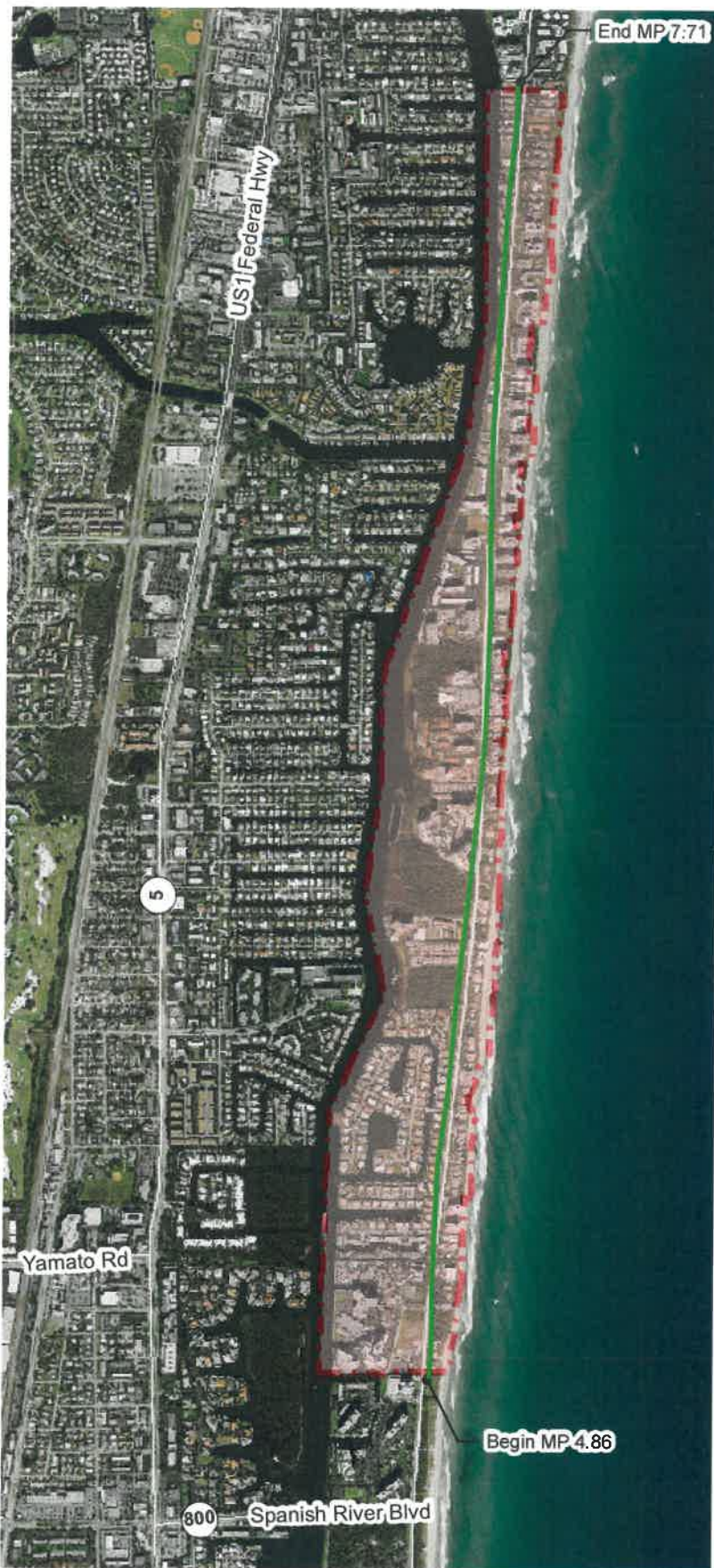
STATE ROAD	BEGIN ROAD NAME	BEGIN MILEPOST	END ROAD NAME	END MILEPOST	MAINTENANCE LIMITS
A1A (S. Ocean Boulevard)	¼ mile North of Spanish River Blvd.	4.868	½ mile South of Linton Blvd.	7.711	ROW to ROW according to the Town Limits

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

**SECTION No.: 93060
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

-  Highland Beach City Limits
-  Inclusive Agreement

Town of Highland Beach

Inclusive Landscape Maintenance Memorandum of Agreement

Maintenance Boundary Graphic



**SECTION No.: 93060
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)

**SECTION No.: 93060
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

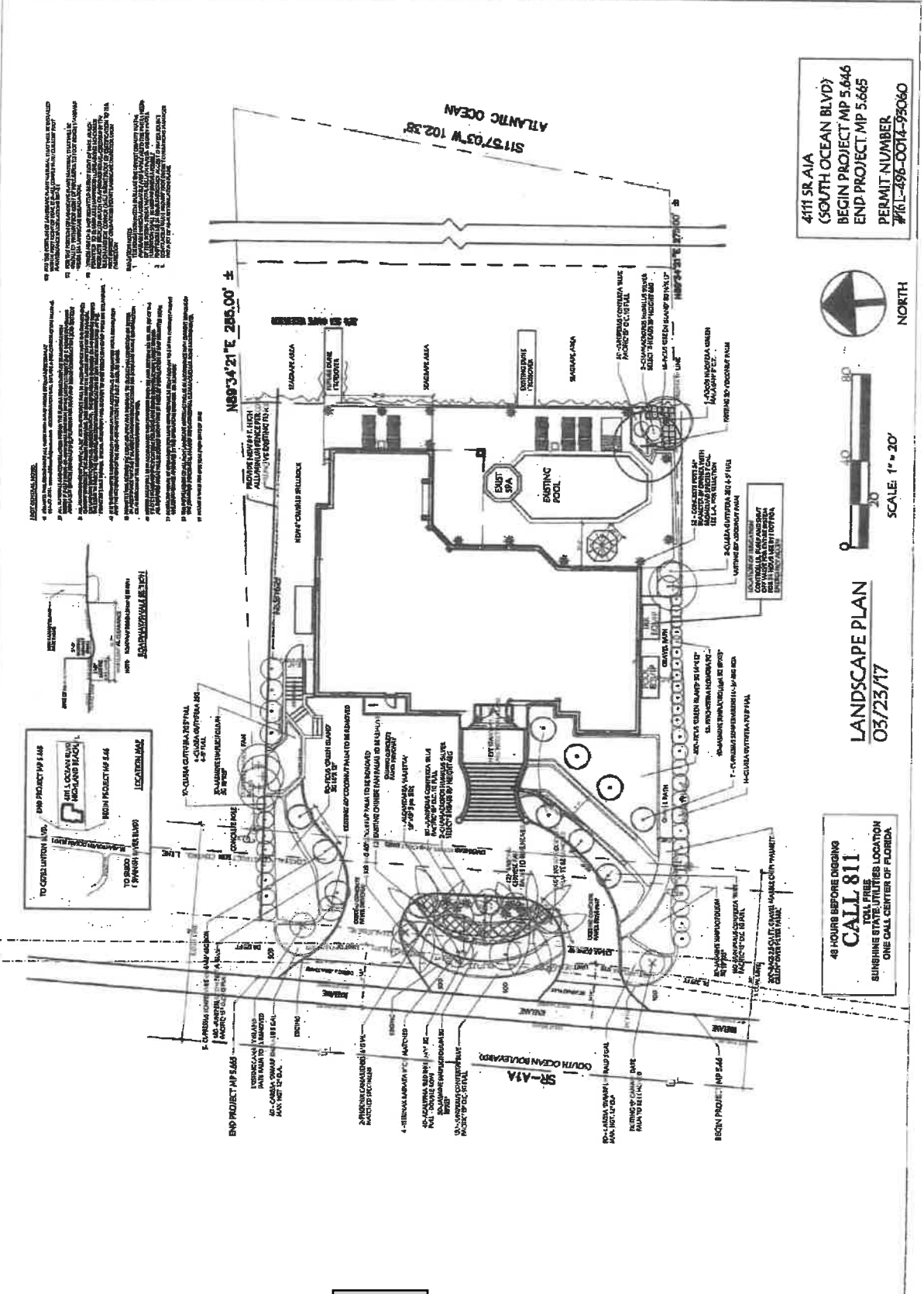
***Romanski Residence
4111 S. Ocean Drive
State Road A1A (S. Ocean Boulevard) from (M.P. 5.46) to (M.P. 5.665)
Peter Strelkow, LA
HS2G, Inc., Landscape Architecture
Date: March 23, 2017
Sheet L-1**

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

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

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**



4111 SR A1A
 (SOUTH OCEAN BLVD)
 BEGIN PROJECT MP 5.646
 END PROJECT MP 5.665
 PERMIT NUMBER
 #16L-498-0014-98060



SCALE: 1" = 20'

LANDSCAPE PLAN
 03/23/17

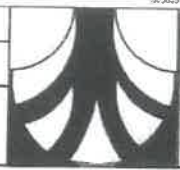
48 HOURS BEFORE DIGGING
CALL 811
 TO GET FREE UTILITY LOCATIONS
 BURNING TREE UTILITY LOCATION
 ONE CALL CENTER OF FLORIDA

F.D.O.T. SUBMITTAL DOCUMENTS

2624 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FLORIDA
FDOT PERMIT NO. 16L-496-0015-83080



MAJESTIC VIEWS LANDSCAPE ARCHITECTS
Landscape Architecture - Construction Management
4711 Cypress Drive South, Boynton Beach, FL 33466
Phone: 561-752-9835 Fax: (561) 752-4110



REV. NO.	DATE
# 1	03.05.17

JOB NO:
DRAWN BY: LV
DATE: 02.08.17
SCALE: NTS

SHEET NO.
CO-1



REV. NO.	DATE
1	03.03.17
JOB NO:	
DRAWN BY: LY	
DATE: 02.06.17	
SCALE: NTS	
SHEET NO.	
CO-2	

MAINTENANCE AGREEMENT NOTES

- Any non-standard component specified on FDOT right of way in addition to trees and soil such as planting shrubs, groundcover, hardscape, and/or an irrigation system requires an executed Maintenance Memorandum of Agreement (MMOA) prior to final permit approval for this project. Please submit MMOA documents with next submittal and contact Mary Ann Fienobor (MaryAnn.Fienobor@dot.state.fl.us - 904-677-7897) for the MMOA process and submittal requirements.

F.D.O.T. SAFETY NOTES

- Design speed for South Ocean Blvd. SR-A1A (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.state.fl.us/roadsafety/DSI/DSI00546.pdf>

F.D.O.T. PLANTING NOTES

- Landscape installation shall comply with current FDOT Standard Specifications 680. Reference: <http://www.dot.state.fl.us/roadsafety/roadsafety/maintenance/SpecBooks/2016/Files/680-2016.pdf>
- Planting details use FDOT Standard Index 644 Details. Online Reference: <http://www.dot.state.fl.us/roadsafety/DSI/DSI0644.pdf>
- Sod areas are existing and proposed as part of this project.
- Sodded areas will be in accordance with Standard Index 105 and sections 162, 675, 981, 982, 983, 987 of the Department's Standard Specifications for Road and Bridge Construction, latest edition. All disturbed areas will be sodded within one (1) week of installation of said permitted work.

F.D.O.T. IRRIGATION NOTES

- The Irrigation system shall use the lowest quality water available which adequately and safely meets the water needs of the system. Storm water, reclean water, or grey water irrigation shall be used whenever possible.
- Irrigation and its water source must be indicated for proposed landscapes. Irrigation contractor will provide a built Irrigation Plan prior to final inspection.
- COOT requires 24 hour emergency access to water source.
- Irrigation plan need to indicate water connection points and electrical connection for proposed controllers and pumps.
- Verify that above-ground irrigation items such as backflow preventers, pumps and controllers are not located within the Horizontal Clearance Zone.
- Contractor shall provide FDOT District Operations Manager with a set of "As-Built" irrigation plans.

DISCLAIMER

- The Landscape Architects plans and calculation are based on information provided by the Surveyor, Civil Engineer and Architect. See Engineering Plans for any roadway & driveway construction, grading & drainage, utilities, etc. The Landscape Plans are solely for approval of landscape and irrigation improvements and their relationship w/ exist elements within the ROW, required DOT Sight Lines and FPL, Right Tree Right Place requirements.

F.D.O.T. GENERAL NOTES

- All materials and construction within the Florida Department of Transportation Design (F.D.O.T.) right-of-way shall conform to the latest edition F.D.O.T. Design Standards & latest edition Standard Specifications for Road and Bridge Construction 2016.
- Contractor shall repair any and all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense.
- Ownership of all suitable 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 hauled by the Permittee, at their cost & expense from the site to the Palm Beach Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.
- Maintenance of Traffic M.O.T. for this project will comply with the FDOT Standard Index (600 series) and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Special attention will be given to FDOT Design Standard Index 611, 612, 613, and 660.
- It is the Permittee's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right-of-way from the FDOT prior to usage. Permittee will restore the Right-of-way as a minimum to its original condition or better in accordance with FDOT's latest Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer.
- Sodded areas will be in accordance with Standard Index 105 and sections 162, 675, 981, 982, 983, 987 of the FDOT's Standard Specifications and Bridge Construction, latest edition 2016. All disturbed areas will be sodded within one (1) week of installation of said permitted work.
- For the portion of landscape plant material that will be installed within the FDOT Right of Way landscape installation shall comply w/ current FDOT Maintenance Specifications 580-2.1. Online Reference: <http://www.dot.state.fl.us/roadsafety/maintenance/Maintenance/2016/SpecBooks/580-2.1>
- For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to FDOT Design Standard Index 644 Landscape Installation. Online Reference: <http://www.dot.state.fl.us/roadsafety/DSI/DSI0644.pdf>
- Architectural Fovers Installation for sidewalks and/or driveways within FDOT Right of Way shall comply with current FDOT Standards Specifications 688. Online Reference: <http://www.dot.state.fl.us/roadsafety/maintenance/SpecBooks/688>
- Restriated hours of operation will be from 8:00am-3:30pm. (Monday-Friday), unless otherwise approved by the Operations Engineer, or assignee.
- Permittee will coordinate all work with David Moore of Transfield Services at 954-317-8044. dmoores@transfield-services.com. Coordination will include a Pre-Construction meeting.

PERMITTEE: PLEASE NOTE:

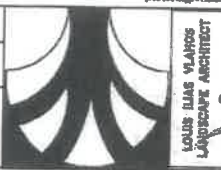
- Permittee's contractors that are performing permitted work activities shall provide the FDOT (Permit Office) proof of a proper state contractor's license and certificate of liability insurance prior to any commencement of permitted work.
- The installation of all new landscape materials will be in accordance with current editions 2016 of the Standard Indexes #546, 544 and 700 (horizontal clearance/clear zone requirements).
- Permittee will provide the FDOT with certified "As-Built" plans prior to final

FDOT PERMIT NO. 16L-496-0015-93060



MAJESTIC VIEWS LANDSCAPE ARCHITECTS
 Landscape Architecture - Construction Management
 4711 Cypress Drive South, Boynton Beach, FL 33435
 Phone: (561) 733-9333 Fax: (561) 732-4110

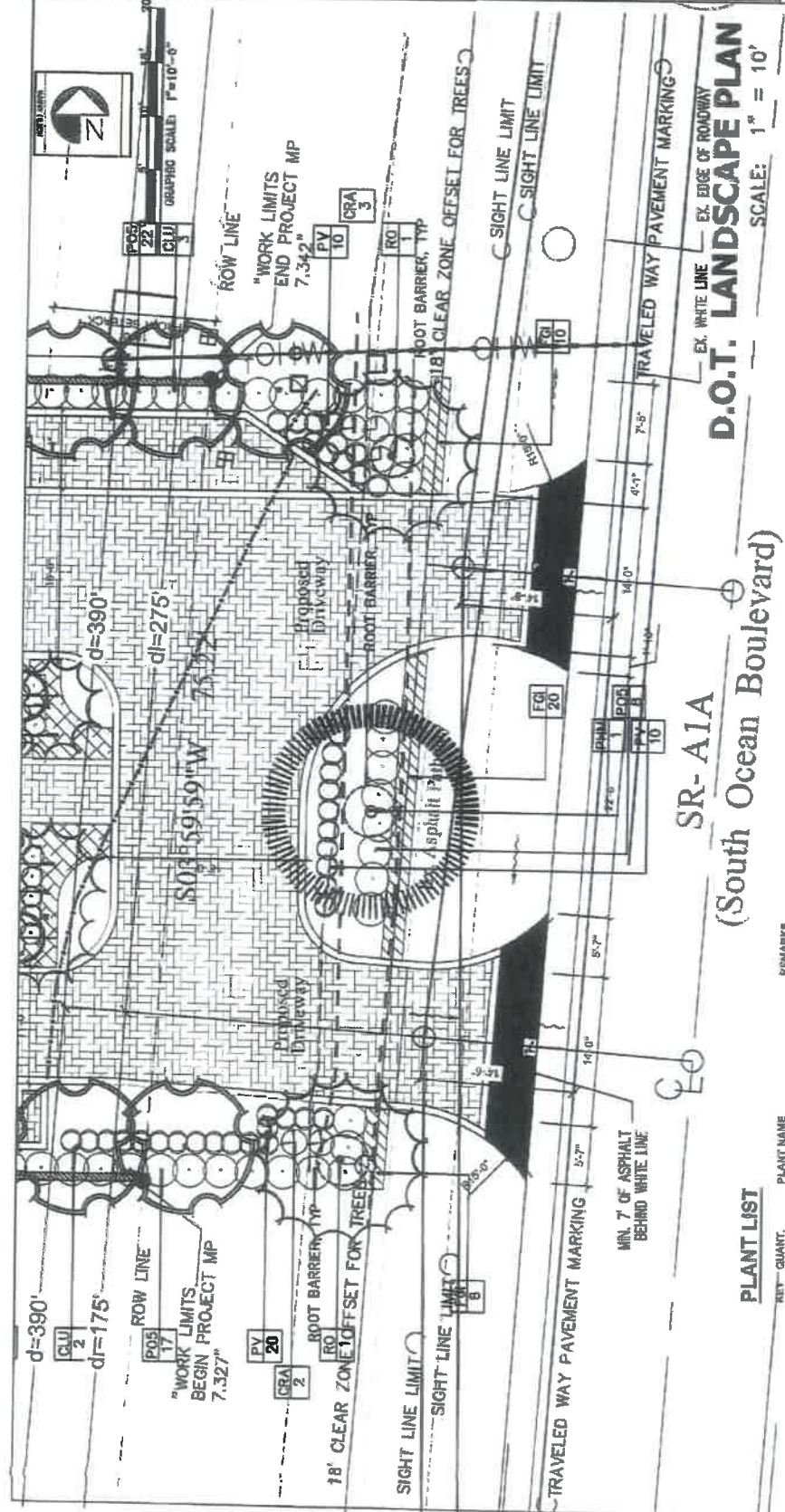
OGILBEE RESIDENCE
 2524 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL
 D.O.T. LANDSCAPE PLAN



LOUIS BLUM VLAVOS
 LANDSCAPE ARCHITECT
 #6686677
 LC #260000518

REV. NO. DATE
 1 03.03.17

JOB NO:
 DRAWN BY: LY
 DATE: 02.08.17
 SCALE: 1" = 10'
 SHEET NO.
 LP-1



GENERAL PLANTING NOTES

- All planting notes to the Florida #1 grade or better, as indicated by "grade and standards for nursery plants", part 1 and part II (2016), State of Florida, Department of Agriculture, Tallahassee.
- All prohibited plant species shall be indicated from the site.
- All plant material to be handled and planted in accordance with standard nursery practices.
- All plant material to be guaranteed for a period of ninety (90) days from date of installation.
- All planting beds to receive three (3) inches of mulch, recycled bark or other mulch, type "B", or better.
- All planting areas must be irrigated to provide 100% coverage & 50% overlap by an automatic irrigation water system installed by certified Irrigation.
- Soil and irrigation will be provided within all the unshaded areas including the R.O.W.
- All mechanical equipment must be screened on these sites with hedge, solid fence or wall to a height minimum of 6' above the lawn.
- The Landscaping and Irrigation should be focused 48 hours prior to commencement of landscape construction.
- 1-800-454-4778 SUNSHINE STATE ONE CALL FOR FLORIDA No. 110118
- The general contractor is responsible for rough grade within two-three (2-3) inches of final grade.
- In case of unforeseen, the landscape plan takes precedence over the plan set.
- All existing trees to remain will be staked, chained and protected with an appropriate construction barrier.
- Minimum clearance of 15 ft. separates all trees from pole lights and overhead utility lines.
- Minimum clearance of 15 ft. separates all trees from unobstructed visibility within 2' and 6.5' above pavement level.

PLANT LIST

PLANT NAME	QUANT.	REMARKS
12M-FOA, RCT, 8'10, full		
4-50A, RCT, match		
200A, 12CT, full		
18-220A, 8'9W, full		
190A, 10CT, 8'8L, full		
180A, 10CT, DBL, full		
180A, 10CT, DBL, full		
180A, 8CT, DBL, full		
4-50A, milk, full		
3 GAL, 3' OA, full		
7 GAL, 3' OA, 24' OC, full		
10 GAL, 6' OA, 18' OC, full		
3 GAL, 30' DA, 24' OC, full		
3 GAL, 30' DA, 24' OC, full		
3 GAL, 18' DA, 24' OC, full		
3 GAL, 14' DA, 18' OC, full		
3 GAL, 14' DA, 18' OC, full		
3 GAL, 14' DA, 18' OC, full		
360A, 12 CA, 17' OC, full		
3Q FT, full		

FDOT PERMIT NO. 16L-496-0015-93060

GENERAL NOTES:

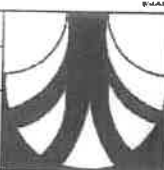
REQUIRED NOTES FOR LANDSCAPE PLANS

- All the plant material shall be Florida #1 or better, as set forth by the current edition of the Florida Department of Agriculture grades and standards for nursery plants.
- All plantings shall be done in accordance with municipal codes and use some horticultural practices, as provided by the International Society of Arboriculture (ISA). All plants shall be installed so that the top of the root ball remains even with the soil grade. All trees and palms are to be banded in with water at the time of installation to eliminate any air pockets. Trees and palms shall be properly banded and/or staked at the time of planting as per detail. Stakes and braces are to remain for a minimum of 12 months. The Contractor is responsible for the maintenance and removal of stakes and braces after a 12-month period. When applicable, existing trees to be saved should be banded prior to the construction as per detail. Protected areas shall remain clear of construction debris, vehicles, storage of materials and chemicals, etc., and barricades are to remain until final job acceptance. The Contractor is responsible for the maintenance and removal of the barricades.
- The project's Landscapes Contractor shall contact the Town of Highland Beach Landscape Inspector to schedule a Pre-Construction Meeting prior to the landscape installation. Landscapes and Irrigation permits are required prior to the issuance of any commercial (i.e., non-residential) building permits. For residential projects, landscape and irrigation permits must be issued prior to the commencement of any landscaping installation and the work must be approved through a Final Landscape Field Inspection, prior to the issuance of a Final Certificate of Occupancy (FCO) for the entire project. Tree Relocation/Removal permits, if necessary, are required prior to the issuance of any building permits.
- Planting soil shall be a weed-free and debris-free 60/40 mix, to be mixed with existing soil, free from rocks and debris, and backfilled into planting pits by washing in.
 - Shrubs shall receive 6" of planting soil around the root ball.
 - Trees shall receive 12" of planting soil around the root ball.
 - Sodded areas shall receive 2" of planting soil beneath the sod.
 - All arid plants are to be backfilled with sand.
- All landscape islands in parking lots and around buildings shall be excavated to a depth of 3" and backfilled with weed- and debris-free 60/40 planting soil, to the top of the curb.
- All trees and palms in sodded areas shall have a minimum of 26" in diameter ring, covered with a 3" layer of mulch over the surface of the root ball and to avoid touching the crown of the trunk. Cover the entire hedge and shrub beds with a 3" layer of mulch. Avoid piling around the trunk areas. Pine trees shall have pine needle mulch covering all trees in groupings. Where planting areas include a catch basin, install erosion control matting (as per manufacturer's specs) 25' from the inner side of the catch basin to install shrubs and apply 3" layer of mulch. Mulch shall be Grade A, weed-free, *Erica/Myrica* or *Melaleuca*.
- All landscape material shall maintain clearances around all fire hydrants, check valves, backflow preventions, Fire Department Equipment, etc., of at least 7' in the front and on the sides and 4' in the rear.
- All shade trees shall be planted a minimum of 15' clearance from light poles; and may be 7'-6" away for small trees and palms only.
- Site preparation shall include the eradication and removal of any exotic nuisance vegetation, weeds, grasses and the clean-up of any dead material, debris and rubbish.
- All synthetic banding, synthetic string/cords or wire baskets shall be removed before any trees are planted. All synthetic rope (i.e. *roping rope, nursery rope*) shall be removed from the trunks, branches, etc. before inspection. The top 1/3 of any natural turp shall be removed or bucked into the planting hole, 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.
- Substitutions of plant material shall be permitted only after written approval of the Landscape Architect and the Town of Highland Beach Landscape Inspector. For any substitutions of plant material within the SIK-ALA right of way will also need written approval by the FDOT District Operations Manager.
- All owners of the land or their agents shall be responsible for the maintenance of all landscaping pursuant to I.D.C. Sections 901.14-901.15.
- All plant material shall be guaranteed for a period of 12 months after final inspection by the Town of Highland Beach Landscape Inspector and the owner's acceptance.

- All landscaped areas will be provided with a 100% irrigation coverage, 50% overlap, from a fully automatic irrigation system with a rain sensor shut-off, and pump and rust control and rust inhibitor devices. Adjust the system to avoid overspray onto structures or paving. Preserved ecological communities shall not be irrigated. All watering procedures shall conform to restrictions and regulations of the South Florida Water Management District and local watering restrictions. Xeriscaping landscape principles shall be applied in all sites as specified in the South Florida Water Management District *Xeriscaping Plant Guide II*, updated as required.
- The Contractor is required to submit certified as-built of the landscape to the Engineering Services Department for review and approval. Prior to planting the trees, the as-builts must include the design elevations and the design elevations, taken at least every 50' of the berm. The right-of-way lines, property lines and landscape buffer, etc., must be clearly shown on the as-built plan. Cross-sections must be provided at least every 50' of the berm and must indicate the slope width and height of the berm and also label the right-of-way line, buffer width and property line. No sod or reseed/pains shall be placed on the berm until the Engineering Services Department approves the as-built.
- The Landscapes Contractor shall be aware of the location of all easements and utilities above and below the ground and shall call for Utility Statement forty-eight (48) hours before any digging operations begin. All plant pits located in the easements shall be hand dug. The Landscapes Contractor shall repair all the damage to the underground utilities caused by digging, at no cost to the owner.
- All trees will be located a minimum of 4' from underground utility lines.
- The Landscapes Contractor shall verify estimated quantities of the material shown on the drawing prior to submitting his bid. The City-approved Planting Plan shall take precedence over the Plant I, II.
- All plant material symbols shown on the Landscape Plan shall be considered diagrammatic and should be adjusted in the field by the Contractor to avoid all utilities and any other obstructions.
- All areas disturbed during the construction shall be sodded with *St. Augustine "Platinum"*, unless otherwise noted, i.e., sodded, paved.
- All sizes shown for the plant material on the plan are to be considered minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific steps or other as noted on the plan shall also be required for acceptance. All the trees shall be shrub/crack, unless otherwise noted on the plans. All Royal Palms must be *Florida Fancy*.
- The scope of work includes all plants, materials, equipment and labor necessary to fulfill these plans and specifications. All plants associated with staking, spraying, fertilizers, overwatering, top-soil layer, mulch, water source, watering, pruning, removal of excess excavation material and work-site clean-up, are to be included in the price. Unless otherwise indicated, any other requirements necessary for complete acceptance of the job shall be considered incidental to the work involved. Pruning of all trees shall meet standards set forth by the *National Arborist Association, Inc.*
- All mechanical equipment, air conditioning units, generators, irrigation pumps, FPL transformers, pool pumps, etc., must be removed to three (3) sides with landscaping; if a fence or wall is also required, then the landscaping shall be installed on the outside of the fence/wall. Plant material shall be to the height of each above ground element, with branches touching each other.
- Trees and shrubs shall be fertilized with a general purpose fertilizer with a 1:1:1 ratio of Nitrogen, Phosphorus, and Potassium Fertilizer. Application rates are to be according to manufacturer's recommendations for installation of newly-established plant material. Palms shall be fertilized with a palm special fertilizer that is 100% Organic, a 2:1:1 ratio, containing Nitrogen, Phosphorus, and Potassium as major elements and containing minor elements, including Iron, Manganese, Magnesium, and Zinc. Application shall be according to the manufacturer's specifications for newly-established plant material. Areas to be sodded shall be fertilized with a 100% Organic General Purpose Fertilizer at a ratio of 1:1:1, containing Nitrogen, Phosphorus, and Potassium analysis with Iron, Magnesium and Manganese as minor elements. Applications shall be at the rate of 1 pound of actual Nitrogen per one thousand square feet and shall be fully incorporated into the top two inches of soil. There will be no fertilization during the winter months of December, January, and February.
- The Landscapes Contractor shall be responsible for the maintenance of the landscaped area until the final job has been issued. The owner or his agent shall do watering to keep the plant root masses and planting soil uniformly moist to maintain a healthy growing condition until final job acceptance. The plant beds shall be free of debris and mowed. Sod shall be maintained between 3" and 5".
- Final acceptance of this planting plan will not be given until:
 - A final walk-through by the Landscape Architect in performed (for commercial properties only).
 - Completion of all punch list items.
 - Submission of a written guarantee has been obtained and reviewed.
 - All FDOT Standards have been met and FDOT acceptance has been issued.

MAJESTIC VIEWS LANDSCAPE ARCHITECTS
Landscape Architecture - Construction Management
4711 Cypress Grove South, Boynton Beach, FL 33435
Phone: 561-753-1110 Fax: 561-753-1110

OGLBEE RESIDENCE
2824 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL
D.O.T. LANDSCAPE SPECIFICATIONS



REV. NO.	DATE
# 1	03.03.17
# 2	03.24.17

JOB NO:

DRAWN BY: LV

DATE: 02.06.17

SCALE: NTS

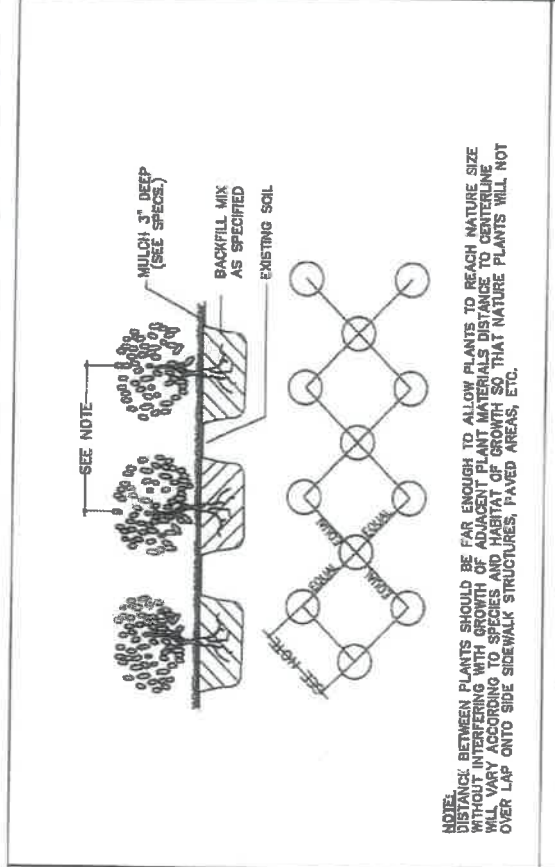
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LP-2

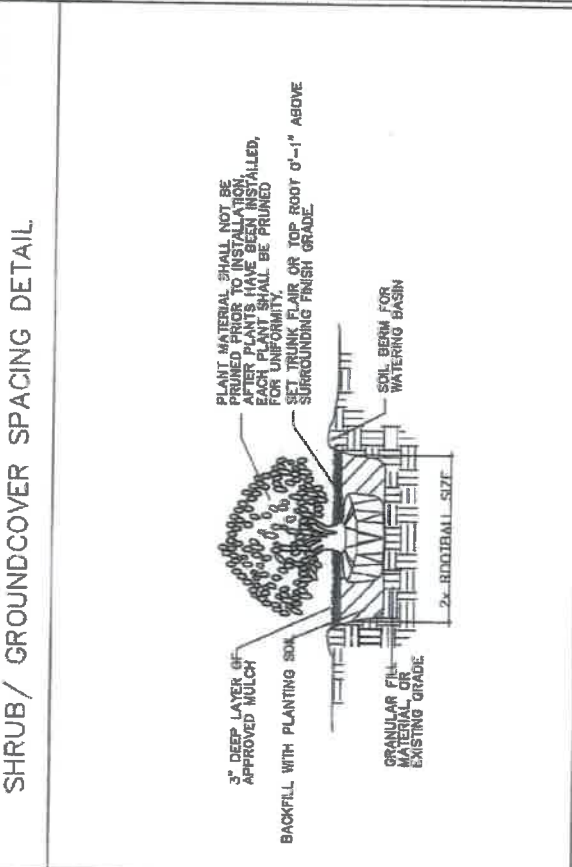


REV. NO.	DATE
1	03.03.17

JOB NO:
 DRAWN BY: LV
 DATE: 02.06.17
 SCALE: NTS
 SHEET NO. LP-3



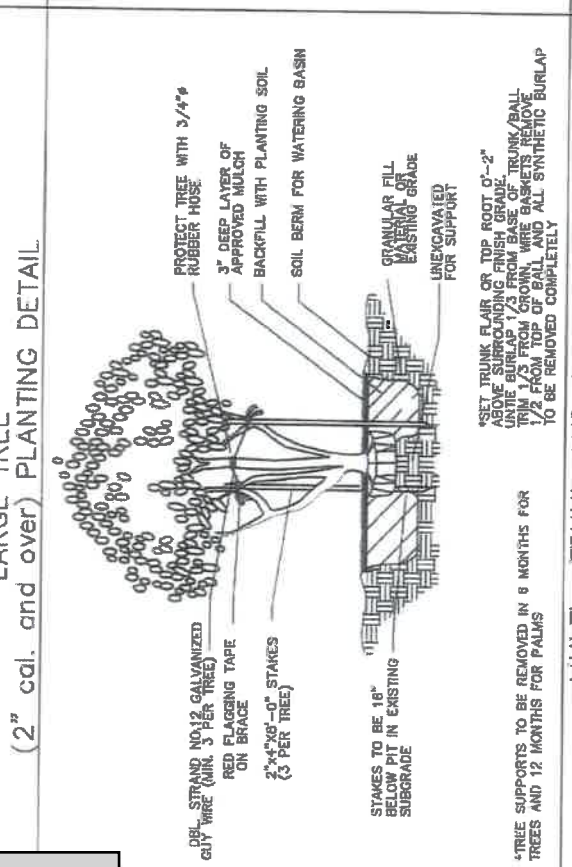
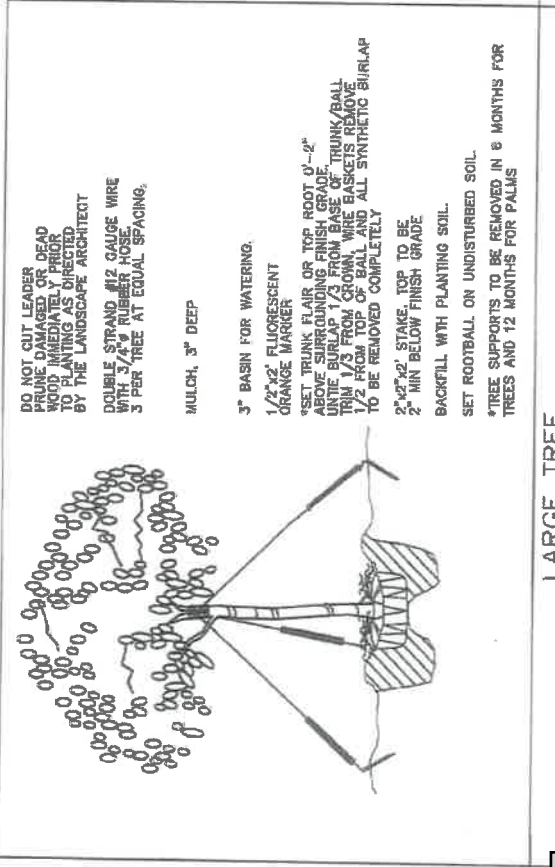
NOTE: DISTANCE BETWEEN PLANTS SHOULD BE FAR ENOUGH TO ALLOW PLANTS TO REACH NATURE SIZE WITHOUT INTERFERING WITH GROWTH OF ADJACENT PLANT MATERIALS. DISTANCE BETWEEN PLANTS WILL VARY ACCORDING TO SPECIES AND HABITAT OF GROWTH SO THAT NATURE PLANTS WILL NOT OVER LAP ONTO SIDE SIDEWALK STRUCTURES, PAVED AREAS, ETC.



SHRUB / GROUNDCOVER SPACING DETAIL

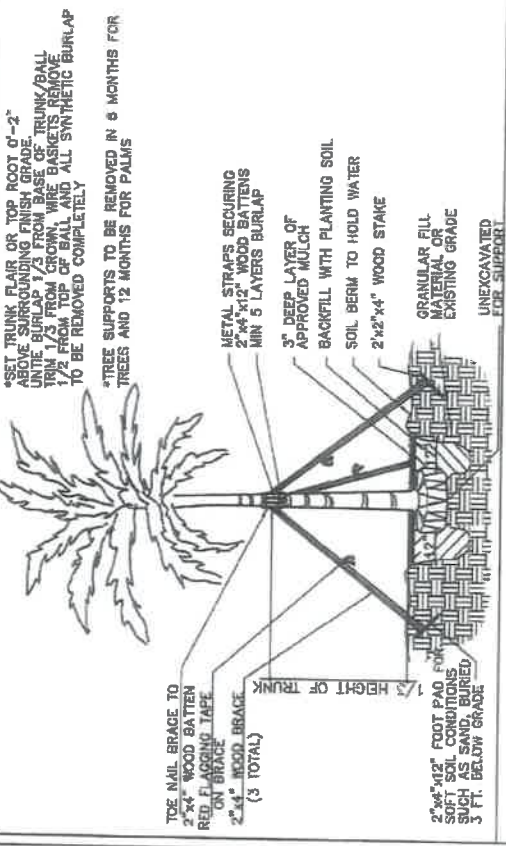
SHRUB PLANTING DETAIL

FDOT PERMIT NO. 16L-496-0015-93060

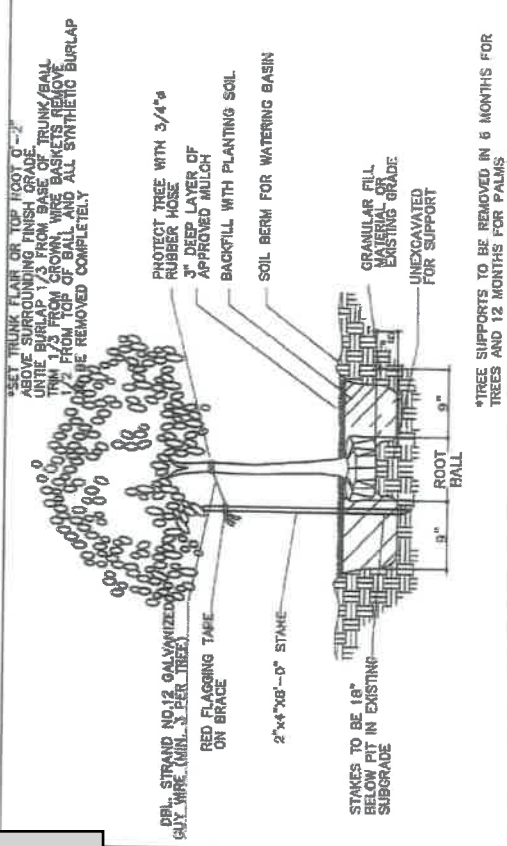


LARGE TREE
 (2" cal. and over) PLANTING DETAIL

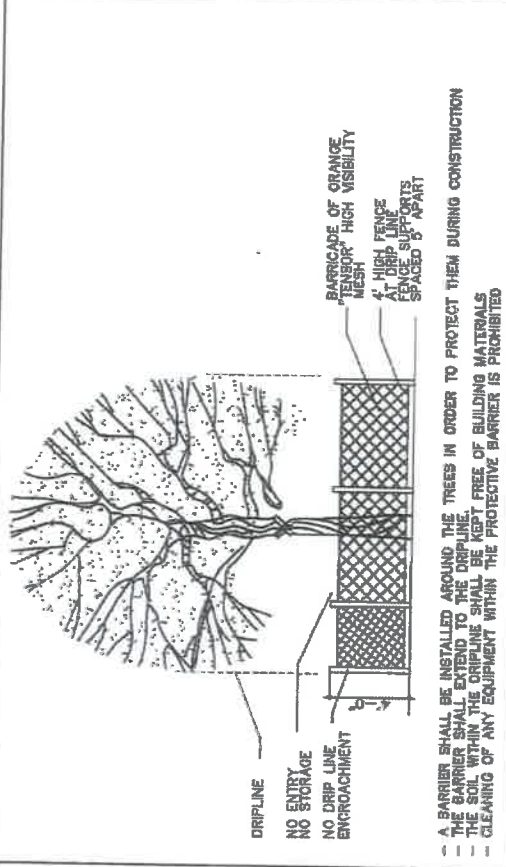
MULTI-TRUNK AND SMALL TREE
 (2" cal. and under) PLANTING DETAIL



PALM PLANTING DETAIL



SMALL TREE
(2" cal. and under) PLANTING DETAIL.



TREE PRESERVATION BARRICADE FENCING DETAIL

- A BARRIER SHALL BE INSTALLED AROUND THE TREES IN ORDER TO PROTECT THEM DURING CONSTRUCTION
 - THE BARRIER SHALL EXTEND TO THE DRIPLINE.
 - THE SOIL WITHIN THE DRIPLINE SHALL BE KEPT FREE OF BUILDING MATERIALS
 - CLEANING OF ANY EQUIPMENT WITHIN THE PROTECTIVE BARRIER IS PROHIBITED

*PLANTING HOLES TO BE 3 TIMES THE DIAMETER OF ROOT BALL AT THE SURFACE AND 2 TIMES THE DIAMETER OF ROOT BALL AT THE BOTTOM/DEPTH PER CITY OF WEST PALM BEACH REQUIREMENTS

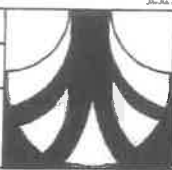


FDOT PERMIT NO. 16L-486-0015-93060

MAJESTIC VIEWS LANDSCAPE ARCHITECTS
 Landscape Architecture - Construction Management
 4711 Cypress Drive South, Boynton Beach, FL 33466
 Phone: (561) 752-8835 Fax: (561) 752-1110

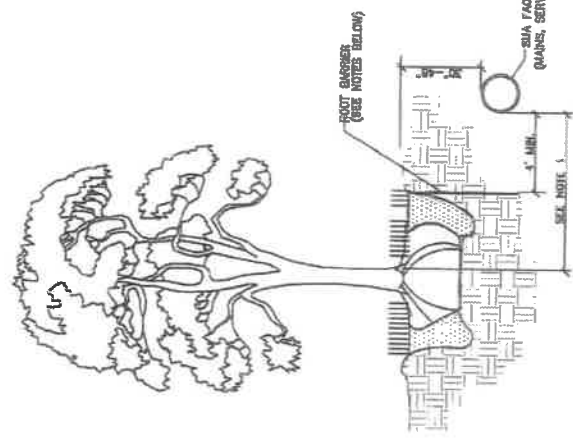
OGLBEE RESIDENCE
 3274 SOUTH OCEAN BOULEVARD, NIGHT AND BEACH, FL
 D.O.T. PLANTING DETAILS

REV. NO. # 1
 DATE 03.05.17
 JOB NO.:
 DRAWN BY: LV
 DATE: 02.06.17
 SCALE: NTS
 SHEET NO. LP-4

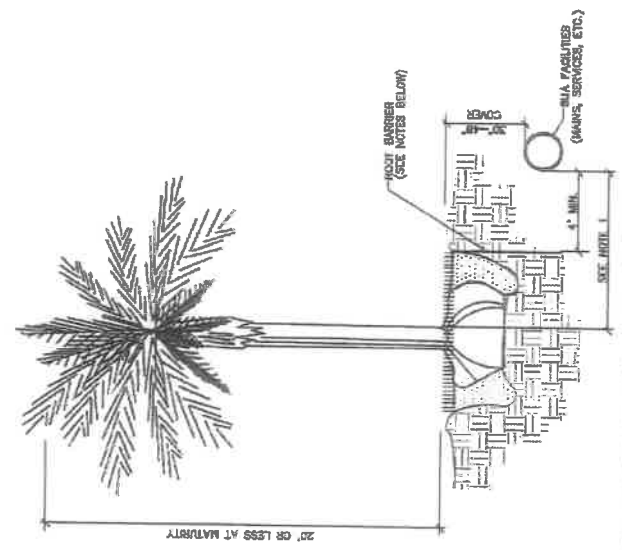


OGILBEE RESIDENCE
 2824 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL
 D.O.T. PLANTING DETAILS

REV. NO.	DATE
# 1.	02.06.17
JOB NO:	
DRAWN BY: LV	
DATE: 02.06.17	
SCALE: NTS	
SHEET NO.	
LP-5	



- NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)
1. THIS DISTANCE SHALL BE 10' MINIMUM WITH ROOT BARRIER AND 15' MINIMUM IF NO ROOT BARRIER IS USED.
 2. ALL ROOT BARRIERS SHALL BE 4" MINIMUM FROM ALL SEACONST FACILITIES.
 3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SEACONST AND INSPECTED BY SEACONST PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
 4. ROOT BARRIERS SHALL BE MINIMUM 30" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 30" PANELS MANUFACTURED BY BOWBARREN.
 5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.
 6. LARGE PALM TREES INCLUDE ROYAL, WASHINGTONIAN, BISMARCK AND SIMILAR SIZED SPECIES.



- NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)
1. THIS DISTANCE SHALL BE 7' MINIMUM WITH ROOT BARRIER AND 10' MINIMUM IF NO ROOT BARRIER IS USED.
 2. ALL ROOT BARRIERS SHALL BE 4" MINIMUM FROM ALL SEACONST FACILITIES.
 3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SEACONST AND INSPECTED BY SEACONST PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
 4. ROOT BARRIERS SHALL BE MINIMUM 30" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 30" PANELS MANUFACTURED BY BOWBARREN.
 5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

Typical Small Tree or Palm Tree with Root Barrier Typ. Canopy Palm Tree with Root Barrier

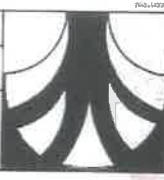


FDOT PERMIT NO. 16L-496-0015-930660

MAJESTIC VIEWS LANDSCAPE ARCHITECTS
 Landscape Architecture - Construction Management
 4711 Cypress Drive South, Boynton Beach, FL 33435
 Phone: (561) 722-9835 Fax: (561) 252-4119

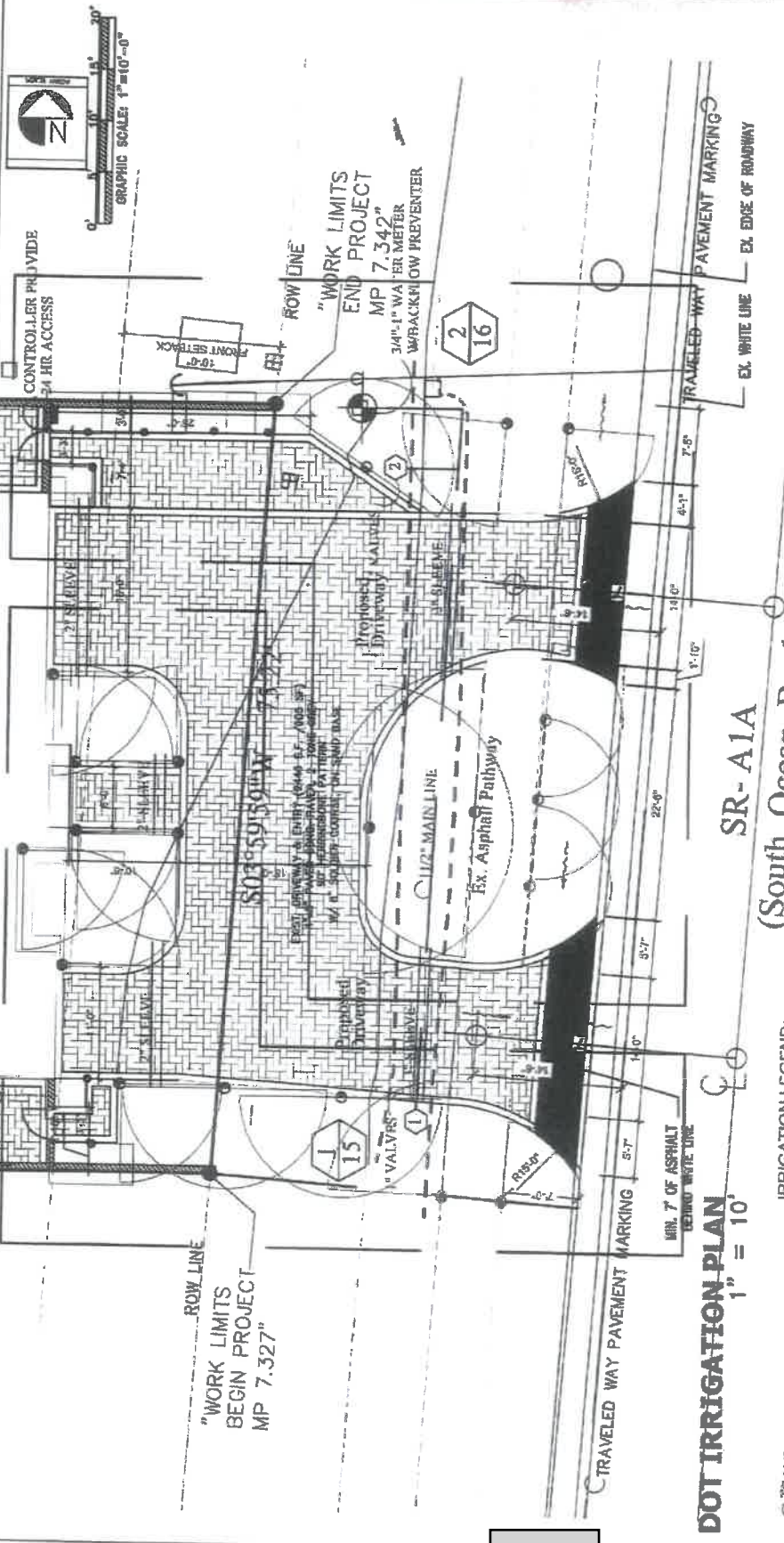
OGILBEE RESIDENCE
 2824 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL

DOT IRRIGATION PLAN



REV. NO. DATE
 # 1 03.03.17

JOB NO:
 DRAWN BY: LV
 DATE: 02.06.17
 SCALE: 1" = 10'
 SHEET NO.
IR-1



GENERAL NOTES:

All landscaped areas shall be provided with an automatic water supply system as approved through a local development permit. Proposed irrigation system is 70% wet/dry irrigation system clarifying use of city water as water source.

Irrigation contractor to provide seasonal operating schedule and average precipitation rates for each zone by system controller.

Zone precipitation rates for all hours within each valve circuit must be matched to within 20% of one another.

A regular irrigation maintenance schedule shall include but not be limited to checking, adjusting, and repairing irrigation equipment and resetting the automatic controller according to the section.

Irrigation system plus and specifications shall under go final testing and adjustment to achieve design specifications prior to completion of the system and acceptance by the owner's representative and the City. An as built plan shall be submitted if different than irrigation plan;

FDOT PERMIT NO. 16L-496-0015-93060

IRRIGATION LEGEND:

① Rainbird 100-PGA, 1" electric valve or equivalent.

② Rainbird BT-1000-100, 1/2" or 3/4" SFT, line regulator or equivalent.

③ Rainbird BT-1000-100, 1/2" or 3/4" SFT, line regulator or equivalent.

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DOT IRRIGATION PLAN
 1" = 10'

SR-A1A
 (South Ocean Boulevard)

sunshine state
 ONE CALL
 811
 florida
 before you dig
 call before you dig

IRRIGATION NOTES:

NOTES

Automatic Irrigation System
Water Demand Zone 3/4" water meter, 22-24 GPM @ 45-50 psi w/ backflow preventor/
vacuum breaker,
and ET manager, in-ground moisture sensing device

GENERAL

System shall be installed in accordance with local codes. Contract drawings and Contract specifications.
Irrigation design based on Majestic Views, dated 03.03.17. Contractor shall refer to the landscape plan to coordinate sprinkler location and pipe routing with new and existing landscaping.

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

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

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

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

Irrigation contractor will provide shop drawings and product specifications (cut sheets) and installation documents, to the Landscape Architect for review, comment and approvals.

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

All contractors performing work on irrigation systems within the town shall be licensed or registered under F.S. ch. 489, and shall hold a municipally-issued license or business tax certificate that permits work on irrigation systems.

PIPING

Pipe shall be installed in accordance with local codes and pipe manufacturer's recommendations. Pipe routed under pavement and patio shall be sleeved in SCH 40 PVC. Contractor shall utilize existing sleeves.

Main line shall be scheduled 40 PVC.

All pipes shall be type 1120 PVC. Lateral sized 1" and larger shall be SDR 26, Class 160. Laterals sized 3/4" shall be SDR 21, Class 200.

Pipe shall be installed so backfill depths are maintained at 18" for the main line and all lateral routed under pavement, and at 12" for all other laterals.

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

SPRINKLERS

Sprinkler locations shall be adjusted for wind, landscaping and mounding to insure proper coverage with minimal undesirable overthrow, in order to prevent overthrow, low trajectory heads or low volume water distributing devices shall be used when irrigating confined areas. No more than ten percent of spray radius shall be allowed onto impervious areas.

Sprinkler heads irrigating lawns or other high water requirement landscapes areas shall be selected so that they are on a separate sector from those irrigating trees, shrubbery or other reduced water requirement areas.

Pop-up rotors Rainbird 5000-PRS series w/ adjustable nozzles or equivalent, 29'-50" radius.

Pop-up mistheads Rainbird 1800-SAM-P45 series w/ R-13-18 rotary nozzles or equivalent, 12'-24" radius. Shrub type mistheads shall be installed a uniform height of 6" above plant material and shall be located to be concealed from view and inaccessible from traffic.

Rainbird XPCN- Xerl PCN series nozzles, 2.5' & 4' 1/4, 1/2 or full spray on Xerl-pop 4'-6" pop-up or SCH 80 riser as required.

Rainbird Xerl Bubblers shall be installed on SCH 80 risers to the best height for the most effective irrigation of the plants to be watered. Bubblers are required for trees and palms.

All SCH 80 PVC risers shall be painted green to blend in with plant material.

All sprinklers located adjacent to pavement, walkways, patios, etc., shall be installed from the edge to minimize the chance of damage to vehicles, pedestrians and lawn maintenance personnel. Pop-up heads shall be installed in 6" and shrub type heads shall be installed in 16".

Adjustment features of sprinklers specified shall be utilized to insure proper coverage while minimizing overthrow.

VALVES

Rainbird 100-PGA 1" angle electric valve w/ pressure regulator or equivalent, with timer and rain sensor device.

WATER SOURCE

3/4" water meter, 22-24 GPM @ 45-50 psi w/ backflow preventor/ vacuum breaker, and ET manager in-ground moisture sensing device and pressure regulator as required and approved by City of Delray Beach. All connections and installation of backflow shall be made by a licensed plumber.

CONTROL SYSTEM

Rainbird ESP-MC series automatic outdoor controller will be exterior wall mount or equivalent w/ Rainbird ET-Manager in ground soil moisture sensor. Verify location of the sensor during periods of increased rainfall. Evapotranspiration-based (ET) controllers are recommended but optional on any automatic landscape irrigation system will be installed per manufacturers specifications. All electrical connections to be made by a licensed electrician.

FLOW	PIPE DIAMETER (INCH)
0-3	3/8"
3-9	1/2"
10-16	3/4"
17-28	1"
27-40	1 1/4"
40-60	2"

Automatic underground irrigation with Rainbird ET-Manager in ground soil moisture sensor shall be designed and installed in compliance with the South Florida Building Code and city code requirements. The system shall provide a minimum coverage of 100% with 50% overlap.

MAJESTIC VIEWS LANDSCAPE ARCHITECTS
Landscape Architecture - Construction Management
4711 Cypress Drive South, Boynton Beach, FL 33436
Phone: (561) 752-8855 Fax: (561) 752-1170



REV. NO.	DATE
# 1	03.03.17

JOB NO:	
DRAWN BY: LV	
DATE: 02.06.17	
SCALE: NTS	
SHEET NO.	

IR-2

FDOT PERMIT NO. 16L-496-0015-83060

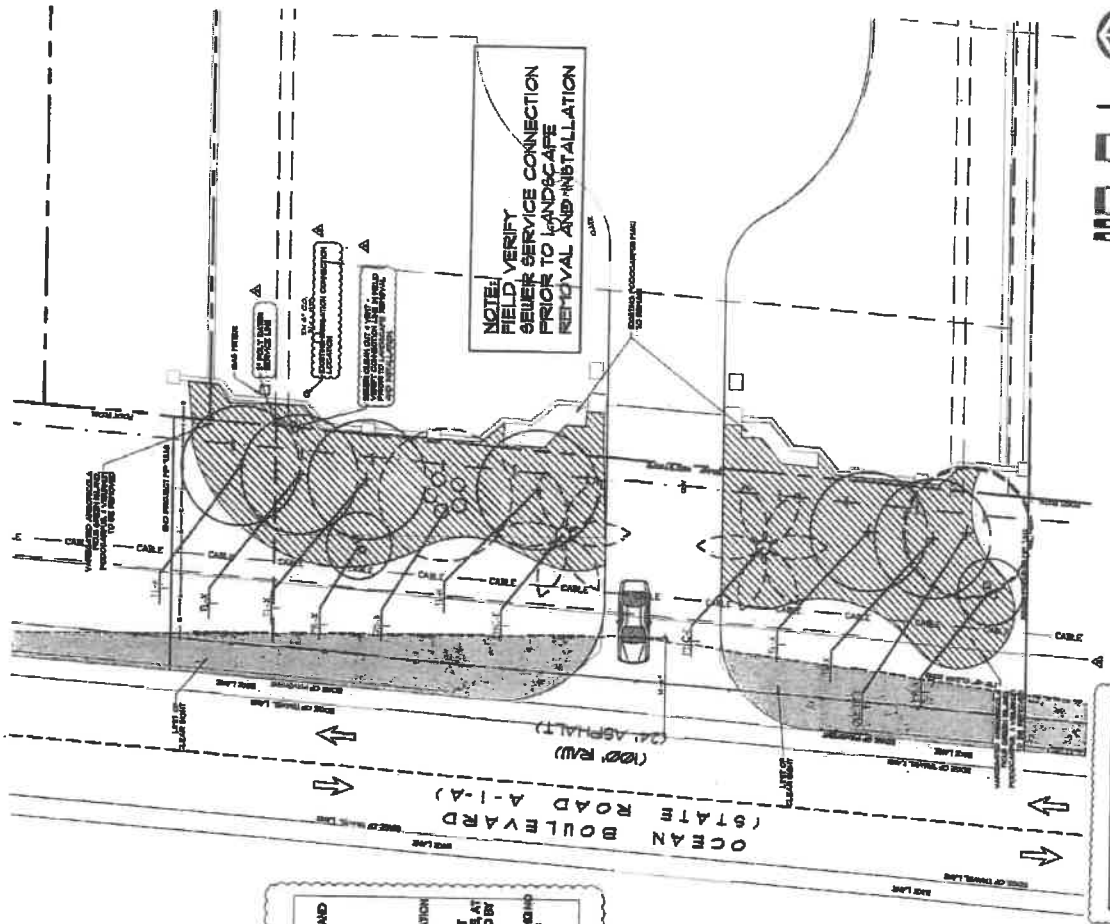


Hamister Residence
 2445 S Ocean Boulevard
 Highland Beach, FL 33487

Handwritten signature

PROFESSIONAL SEAL
 LANDSCAPE ARCHITECT
 STATE OF FLORIDA
 NO. 12458
 EXPIRES 12/31/17
 KYLE W. DUNN
 10000 N.W. 11th Ave., Suite 100
 Coral Gables, FL 33154
 (305) 443-1111
 www.kwdlandscape.com

PROJECT TITLE:
ROW Landscape Plans
 SHEET:
L-2



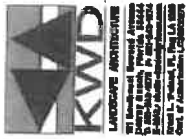
GRAPHIC SCALE:
 0 4 8 12 16 20
 SCALE 1" = 8'-0"
 NORTH

FDOT Submission
 03/30/2017

SmartSign
 Call 811 or www.smartcall1.com for 811 business days before digging to have utilities located and marked.
 Check possible response codes on page 404.

PLANT SCHEDULE EXISTING LANDSCAPE TO BE REMOVED

PLANT SPECIES	QUANTITY	REMARKS	DATE
1. 12" DB	1	REMOVE TO EXISTING	11/16/17
2. 18" DB	1	REMOVE TO EXISTING	11/16/17
3. 24" DB	1	REMOVE TO EXISTING	11/16/17
4. 30" DB	1	REMOVE TO EXISTING	11/16/17
5. 36" DB	1	REMOVE TO EXISTING	11/16/17
6. 42" DB	1	REMOVE TO EXISTING	11/16/17
7. 48" DB	1	REMOVE TO EXISTING	11/16/17
8. 54" DB	1	REMOVE TO EXISTING	11/16/17
9. 60" DB	1	REMOVE TO EXISTING	11/16/17
10. 66" DB	1	REMOVE TO EXISTING	11/16/17
11. 72" DB	1	REMOVE TO EXISTING	11/16/17
12. 78" DB	1	REMOVE TO EXISTING	11/16/17
13. 84" DB	1	REMOVE TO EXISTING	11/16/17
14. 90" DB	1	REMOVE TO EXISTING	11/16/17
15. 96" DB	1	REMOVE TO EXISTING	11/16/17
16. 102" DB	1	REMOVE TO EXISTING	11/16/17
17. 108" DB	1	REMOVE TO EXISTING	11/16/17
18. 114" DB	1	REMOVE TO EXISTING	11/16/17
19. 120" DB	1	REMOVE TO EXISTING	11/16/17
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21. 132" DB	1	REMOVE TO EXISTING	11/16/17
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25. 156" DB	1	REMOVE TO EXISTING	11/16/17
26. 162" DB	1	REMOVE TO EXISTING	11/16/17
27. 168" DB	1	REMOVE TO EXISTING	11/16/17
28. 174" DB	1	REMOVE TO EXISTING	11/16/17
29. 180" DB	1	REMOVE TO EXISTING	11/16/17
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88. 534" DB	1	REMOVE TO EXISTING	11/16/17
89. 540" DB	1	REMOVE TO EXISTING	11/16/17
90. 546" DB	1	REMOVE TO EXISTING	11/16/17
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92. 558" DB	1	REMOVE TO EXISTING	11/16/17
93. 564" DB	1	REMOVE TO EXISTING	11/16/17
94. 570" DB	1	REMOVE TO EXISTING	11/16/17
95. 576" DB	1	REMOVE TO EXISTING	11/16/17
96. 582" DB	1	REMOVE TO EXISTING	11/16/17
97. 588" DB	1	REMOVE TO EXISTING	11/16/17
98. 594" DB	1	REMOVE TO EXISTING	11/16/17
99. 600" DB	1	REMOVE TO EXISTING	11/16/17
100. 606" DB	1	REMOVE TO EXISTING	11/16/17
101. 612" DB	1	REMOVE TO EXISTING	11/16/17
102. 618" DB	1	REMOVE TO EXISTING	11/16/17
103. 624" DB	1	REMOVE TO EXISTING	11/16/17
104. 630" DB	1	REMOVE TO EXISTING	11/16/17
105. 636" DB	1	REMOVE TO EXISTING	11/16/17
106. 642" DB	1	REMOVE TO EXISTING	11/16/17
107. 648" DB	1	REMOVE TO EXISTING	11/16/17
108. 654" DB	1	REMOVE TO EXISTING	11/16/17
109. 660" DB	1	REMOVE TO EXISTING	11/16/17
110. 666" DB	1	REMOVE TO EXISTING	11/16/17
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113. 684" DB	1	REMOVE TO EXISTING	11/16/17
114. 690" DB	1	REMOVE TO EXISTING	11/16/17
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116. 702" DB	1	REMOVE TO EXISTING	11/16/17
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118. 714" DB	1	REMOVE TO EXISTING	11/16/17
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124. 750" DB	1	REMOVE TO EXISTING	11/16/17
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129. 780" DB	1	REMOVE TO EXISTING	11/16/17
130. 786" DB	1	REMOVE TO EXISTING	11/16/17
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156. 942" DB	1	REMOVE TO EXISTING	11/16/17
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171. 1032" DB	1	REMOVE TO EXISTING	11/16/17
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179. 1080" DB	1	REMOVE TO EXISTING	11/16/17
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182. 1098" DB	1	REMOVE TO EXISTING	11/16/17
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186. 1122" DB	1	REMOVE TO EXISTING	11/16/17
187. 1128" DB	1	REMOVE TO EXISTING	11/16/17
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201. 1212" DB	1	REMOVE TO EXISTING	11/16/17
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203. 1224" DB	1	REMOVE TO EXISTING	11/16/17
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205. 1236" DB	1	REMOVE TO EXISTING	11/16/17
206. 1242" DB	1	REMOVE TO EXISTING	11/16/17
207. 1248" DB	1	REMOVE TO EXISTING	11/16/17
208. 1254" DB	1	REMOVE TO EXISTING	11/16/17
209. 1260" DB	1	REMOVE TO EXISTING	11/16/17
210. 1266" DB	1	REMOVE TO EXISTING	11/16/17
211. 1272" DB	1	REMOVE TO EXISTING	11/16/17



Hamister Residence
 3465 S Ocean Boulevard
 Highland Beach, FL 33487

Handwritten signature

CONTRACT NO. 17-0000000000
 PROJECT NO. 17-0000000000
 SHEET NO. L-4
 DATE: 03/30/2017

ROW Landscape Section
 L-4

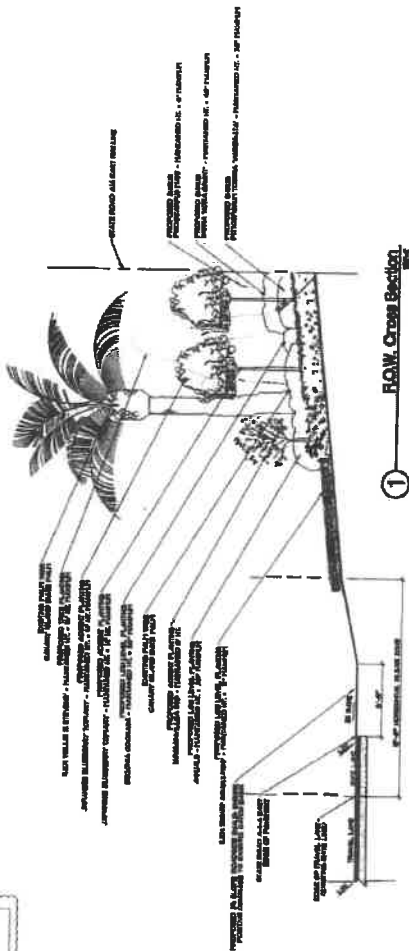
FOOT GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION WITHIN THE FOOT RIGHT-OF-WAY SHALL CONFORM TO THE LATEST FOOT DESIGN STANDARDS AND THE LATEST STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. REFER TO FOOT GRADING NOTES FOR INSTALLATION OF VEGETATION.
3. REFER TO FOOT GRADING SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 800 FOR LANDSCAPE INSTALLATION SPECIFICATIONS.
4. CONTRACTOR SHALL REPAIR ANY AND ALL DAMAGE DONE TO FOOT PROPERTY DURING DEMOLITION, RELOCATION AND/OR INSTALLATION ACTIVITIES AT THE SOLE EXPENSE.
5. CONVEYANCE OF ALL SUITABLE EXHAUSTED MATERIALS AS DETERMINED BY THE DEPARTMENT SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS ISSUED. EXHAUSTED MATERIALS SHALL BE Hauled BY THE PERMITTEE, AT THEIR COST AND BURDEN FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DETERMINED BY THE DEPARTMENT, INCLUDING APHALT MILLING.
6. CUTTERS MACHINERY IS NOT PERMITTED ON FOOT RIGHT OF WAY. MACHINERY PERMITTED TO BE USED ARE: HANDWOOD MACHINERY AND NO OTHERS INCLUDING, BUT NOT LIMITED TO, BACKHOES, EXCAVATORS, GRADERS, AND OTHERS. CONTRACTOR SHALL SUBMIT PROOF OF CERTIFICATION TO THE FOOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTION UNIT FOR INSPECTION.

FOOT IRRIGATION NOTES

NOTES

1. FOOT REQUIRED BY HOUR EMERGENCY ACCESS TO WATER SOURCE.
2. CONTRACTOR SHALL PROVIDE FOOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLAN.



RCD - Storm Water - verify with R. to date

Notes:

1. All New Street Right-of-Way Construction to be established at 60" ft.
2. All New Street Right-of-Way Construction to be established at 60" ft.
3. All New Street Right-of-Way Construction to be established at 60" ft.
4. All New Street Right-of-Way Construction to be established at 60" ft.
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18. All New Street Right-of-Way Construction to be established at 60" ft.
19. All New Street Right-of-Way Construction to be established at 60" ft.
20. All New Street Right-of-Way Construction to be established at 60" ft.

Call 811 or www.floridastate1.com for all utilities before digging to have utilities located and marked.

Classification: approved code before use.

CAUTION: PLEASE NOTE

THIS DRAWING HAS NOT BEEN USED FOR CONSTRUCTION. VERIFY WITH STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION.

**SECTION No.: 93060
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.

**SECTION No.: 93060
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. 1, 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 replaced 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

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 requirements continue to apply.

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, 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. 1 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/S5800000FA.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/iist.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](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/pdf/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>

**SECTION No.: 93060
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-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 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.

**SECTION No.: 93060
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.

Section 2. 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.

Section 3. 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.



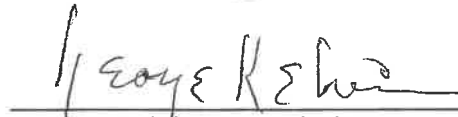
Carl Feldman, Mayor




William Weitz, Vice Mayor



Rhoda Zelniker, Commissioner



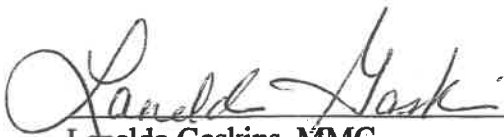
George Kelvin, Commissioner




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

File Attachments for Item:

B. Consideration of Proposed Addendum No.1 to the Settlement Agreement between the Town of Highland Beach and Highland Beach Real Estate Holdings, Inc.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE January 16, 2024

SUBMITTED BY: Marshall Labadie, Town Manager

SUBJECT: Consideration of Proposed Addendum No.1 to the Settlement Agreement between the Town of Highland Beach and Highland Beach Real Estate Holdings, Inc.

SUMMARY:

For your consideration, enclosed is Proposed Addendum No. 1 to the Settlement Agreement between the Town of Highland Beach and Highland Beach Real Estate Holdings, Inc (HBREH). The existing settlement agreement outlines the development conditions and timelines for the construction of two parcels of land adjacent to Milani Park.

The primary objectives of this addendum are twofold: (1) to coordinate the planning, construction, and timelines of both Milani Park and the development of adjacent parcels covered by the settlement agreement, and (2) to secure Milani Family support for the Town's efforts to oppose the development of Milani Park.

In summary, the proposed addendum grants additional time for HBREBH to complete the development of the east and west parcels, introduces a minor height adjustment for the structure on the west parcel, and provides contingent naming rights to the old Fire Station. These components are subject to the status of the Milani Park Project and the active support of the Milani Family in opposing the park development.

It is crucial to highlight that Item No. 6 within the proposed addendum, addressing the potential zoning of the park property if sold, remains open and unresolved. The Commission is urged to discuss and select an appropriate zoning district for the park property. Staff recommends choosing one of the three multi-family zoning districts outlined in Chapter 30 of the Town Code of Ordinances.

FISCAL IMPACT:

TBD

ATTACHMENTS:

RECOMMENDATION:

Commission Discussion and Direction

ADDENDUM TO SETTLEMENT AGREEMENT

THIS ADDENDUM to the SETTLEMENT AGREEMENT that was executed on April 21, 1995, is hereby entered into on _____ 2024, by and between HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC. (hereinafter “HBREH”) and the TOWN OF HIGHLAND BEACH, a Florida municipal corporation (hereinafter “TOWN”). The foregoing instruments are referred to collectively herein as the “Settlement Agreement,” and the parties thereto are referred to collectively herein as the “Parties.” This Addendum is effective as of the date signed below by counsel for all Parties. The Settlement Agreement, including all of the definitions and terms contained therein, is hereby incorporated by reference.

RECITATIONS

WHEREAS, on or about April 21, 1995, the Parties entered into the Settlement Agreement.

WHEREAS, the Parties desire to add additional terms to the Settlement Agreement.

NOW THEREFORE, in consideration of the above Recitations, which are hereby acknowledged to be true and correct and made a part of this Addendum, it is agreed as follows:

1. Section 4(A)(8) is hereby amended to state: “Maximum Height: 46 feet, measured from the ground level which shall be 8.5 feet above mean sea level for principal buildings. Detached garages with storage lofts shall not exceed 25 feet in height as measured above the slab for such garages.”
2. An additional paragraph titled Section 4(A)(14) shall state: “Time Frame: HBREH shall have a two (2) year time extension for the development of Lot 9 and 10 West with the option for three (3) additional 1-year extensions. The additional extensions are contingent on the suspended development of Milani Park.
3. An additional paragraph titled Section 4(B)(14) shall state: (Time Frame: HBREH shall have a five (5) year time extension of the development of Lot 10 East with the option of an additional five (5) year extension. The additional extension is contingent on the cessation development of Milani Park and the property sold by Palm Beach County.
4. HBREH shall have exclusive naming rights to the Old Fire Station, which will be rehabilitated into a community event area and/or building. Such exclusive naming rights shall only be granted if the Milani Park Project is ceased, and property sold by Palm Beach County.
5. HBREH shall, in cooperation and partnership with the TOWN, as of the date of execution of this Addendum, actively petition the Palm Beach County Commissioners and staff (“the County”) to cease the development of Milani Park. HBREH’s efforts shall include, but not be limited to:
 - a. Attendance at each public meeting and voiced opposition from HBREH representatives as to the park development;

- b. Preparation of written opposition from HBREH to the County as to the park development on a monthly basis;
 - c. Preparation of a good faith cash offer from HBREH to the County for purchase of the Milani Park property, based on the appraised land value. The appraised value shall be prepared by an unaffiliated land appraisal company agreed upon by HBREH and the TOWN;
 - d. Cooperation with the TOWN and execution of any documents necessary to further the joint goal of eliminating the Milani Park property as a public use;
 - e. Participation, as necessary, in becoming a co-party, along with the TOWN, to any litigation related to the subject purchase and use of the Milani Park property.
6. Upon any purchase by HBREH of the Milani Park property, HBREH shall develop the land in accordance with all applicable planning and zoning rules and regulations stipulated for Zoning District XXXXX;
7. Upon any purchase by HBREH of the Milani Park property, HBREH shall not utilize or cause the land to be utilized for public use construction and/or projects;
8. This Addendum, together with the Settlement Agreement, contains the entire understanding between the Parties regarding the subject matter hereof. Except as otherwise provided herein, all the terms and provisions of the Settlement Agreement remain in full force and effect, and are fully binding on the parties thereto.

In WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Addendum to the Settlement Agreement to be executed on the dates shown below.

SIGNATURE PAGES IMMEDIATELY FOLLOW

HIGHLAND BEACH REAL ESTATE HOLDINGS, INC. (“HBREH”)

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, **by means of** **physical presence** or **online notarization**, this ____ day of _____, ____ (year), by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Notary must check applicable box).

is/are personally known to me.

produced a current Florida driver’s license as identification.

produced _____ as identification.

Notary Seal must be affixed

SIGNATURE OF NOTARY

Name of Notary (Typed, Printed or Stamped)

Commission Number: _____

My Commission Expires: _____

TOWN OF HIGHLAND BEACH (“TOWN”)

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, **by means of** **physical presence** or **online notarization**, this ____ day of _____, ____ (year), by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Notary must check applicable box).

is/are personally known to me.

produced a current Florida driver’s license as identification.

produced _____ as identification.

Notary Seal must be affixed

SIGNATURE OF NOTARY

Name of Notary (Typed, Printed or Stamped)

Commission Number: _____

My Commission Expires: _____

File Attachments for Item:

C. Consideration to approve and authorize the Mayor to execute a Janitorial Maintenance Services Agreement with Imperial Cleaning Corporation in an amount of \$77,976.00 for janitorial maintenance services for Town-owned facilities.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE: *January 16, 2024*
SUBMITTED BY: Pat Roman, Public Works Director
SUBJECT: Approve cleaning service for Town Hall/PD, Public Works, and Library

SUMMARY:

We are seeking approval to engage Global Services, Inc. for their cleaning services. Our in-house cleaning has been burdened with unreliable staff and less than favorable cleaning methods. We would like to sign a 1-year contract with Global Services, at a monthly cost of \$6,498. We opened the cleaning services to competitive bidding, but the pricing offered by Busy Brooms was higher, and InterKleen did not respond.

FISCAL IMPACT:

\$77,976; Un-Budgeted Shared Cost

ATTACHMENTS:

Global Services Contract

RECOMMENDATION:

Commission approval.

JANITORIAL MAINTENANCE SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered on this 5th day of January, 2024, by and between the **Town of Highland Beach**, a Florida municipal corporation ("Town") and **Imperial Cleaning Corporation**, a Florida corporation, d/b/a Global Services ("Contractor").

RECITALS

WHEREAS, the Town is need of a Contractor to provide janitorial maintenance services for Town-owned facilities; and

WHEREAS, Contractor has provided the Town with a proposal to provide the required services and has agreed to perform such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the Contractor agree as follows:

SECTION 1: INCORPORATION OF RECITALS.

The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONTRACTOR'S SERVICES.

Contractor shall provide janitorial maintenance services to the Town five days per week (excluding identified holidays – New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, and Christmas Day) as set forth in Contractor's proposal attached hereto as **Exhibit "A"** and incorporated herein.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.

No relationship of employer or employee is created by this Agreement, it being understood that Contractor will act hereunder as an independent contractor and none of Contractor's, officers, directors, employees, independent contractors, representatives, or agents performing services for Contractor pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Contractor is that of an independent contractor, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

a. Term; Renewal. The term of this Agreement shall commence upon the approval of this Agreement by the Town Commission and shall continue for a one-year period, or until such time as either party terminates this Agreement as set forth herein.

b. Termination without cause. Either party may terminate this Agreement at any time without cause by giving not less than sixty (60) days' written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) business day period without further notice or demand.

d. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Contractor or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Contractor or Town shall resume its performance as soon as is reasonably possible. Upon Contractor's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Contractor's failure to perform was without its or its subcontractors' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

SECTION 5: COMPENSATION

a. Payments. The Town agrees to compensate Contractor for weekly and optional services as set forth in **Exhibit "A."** The Town shall not reimburse Contractor for any additional costs incurred as a direct or indirect result of the Contractor providing services to the Town under this Agreement which exceed the amount set forth above. In the event the federal government imposes any regulations affecting the cost of providing services pursuant to this Agreement, such as an increase to the minimum wage, Contractor may request an increase in compensation from the Town by providing sixty (60) days' notice. Upon receipt of such request, the Town may either grant the request or terminate the Agreement as provided in Section 4.b above.

b. Invoices. Contractor shall render invoices to the Town, on a monthly basis, for services that have been rendered in conformity with this Agreement and **Exhibit "A."** The invoices shall specify the services performed and the time spent on the same. Invoices will normally be paid within thirty (30) days following the Town's receipt of Contractor's invoice. Invoices should be sent to the Town's finance department.

c. Change in Services or Locations. In the event the Town requests a change in services or seeks to add or delete locations to be serviced, the Town and Contractor shall negotiate a reasonable price adjustment.

SECTION 6: INDEMNIFICATION

Contractor, its officers, employees, and agents shall indemnify and hold harmless the Town, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor and other persons employed or utilized by Contractor in the performance of the services under this Agreement. The Town agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor, nor shall this Agreement be construed as a waiver of sovereign immunity for the Town beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION

Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL.

Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 9: SUBCONTRACTORS.

The Town reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. All subcontractors providing services to Contractor under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. If a subcontractor does not have insurance or does not meet the insurance limits as stated in this Agreement, Contractor shall indemnify and hold harmless the Town for any claim in excess of the subcontractor's insurance coverage, arising out of the negligent acts, errors, or omissions of the subcontractor. Contractor shall not charge an administrative fee or surcharge on any subcontractor's services; all sub-Contractor costs shall be a direct pass-through cost to the Town.

SECTION 10: FEDERAL AND STATE TAX.

The Town is exempt from payment of Florida State Sales and Use Tax. Contractor is not authorized to use the Town's Tax Exemption Number.

SECTION 11: INSURANCE.

Prior to commencing any services, Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Contractor, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	Statutory limits - unless certificate of exemption is provided.

Proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The Town and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.

All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL.

TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS.

Contractor shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION.

Contractor warrants and represents that its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE.

Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 18: SEVERABILITY.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES.

Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE.

All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Highland Beach
Attn: Town Manager
3614 S. Ocean Blvd.
Highland Beach, FL 33487

and if sent to Contractor, shall be sent to:

Global Services
601 W. Oakland Park Boulevard
Oakland Park, FL 33311

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT; WAIVER

- a. The Town and Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.
- b. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE.

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY.

All provisions of the Agreement shall be deemed material. In the event Contractor fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said

failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Contractor to terminate for cause.

SECTION 24: LEGAL EFFECT.

This Agreement shall not become binding and effective until approved by the Town. The Effective Date is the date this Agreement is executed by the Town.

SECTION 25: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS.

Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 26: SURVIVABILITY.

Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 27: COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 28: PALM BEACH COUNTY IG.

In accordance with Palm Beach County Ordinance No. 2011-009, Contractor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County Ordinance No. 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 29: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.

This Agreement consists of this Agreement and **Exhibit "A."** The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and **Exhibit "A,"** the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 30: REPRESENTATIONS AND BINDING AUTHORITY.

By signing this Agreement on behalf of Contractor, the undersigned hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Contractor for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 31: PUBLIC RECORDS.

Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Town.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF HIGHLAND BEACH, ATTN: LANELDA GASKINS, AT (561) 278-4548, LGASKINS@HIGHLANDBEACH.US, 3614 SO. OCEAN BLVD., HIGHLAND BEACH, FL 33487.

SECTION 32: NO THIRD-PARTY BENEFICIARIES.

There are no third-party beneficiaries under this Agreement.

SECTION 33: E-VERIFY.

Pursuant to Section 448.095(2), Florida Statutes, Contractor shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors to do the same;
- (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien as defined in Section 448.095(1)(f), Florida Statutes;

- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide same to the Town upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement;
- (f) Be aware that a violation of Section 448.095(5), Florida Statutes, by a subcontractor, and not Contractor, shall be grounds for the Town to order Contractor to immediately terminate the contract with the subcontractor; and
- (g) Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

SECTION 34: SCRUTINIZED COMPANIES.

Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel list and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if Contractor or any of its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel during the term of this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (IT-Related Consulting Services) as of the day and year set forth above.

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Natasha Moore, Mayor

ATTEST:

Lanelda Gaskins, Town Clerk

Approved as to form and legal sufficiency:

Glen Torcivia, Town Attorney

**IMPERIAL CLEANING CORPORATION
d/b/a GLOBAL SERVICES**

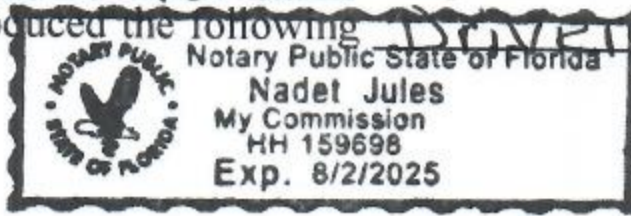
By: _____

Print Name: Amar Fernandez
Title: President

[Corporate Seal]

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 05 day of 01, 2024, by Omar Fernandez President of Imperial Cleaning Corporation, and who is personally known to me or who has produced the following Driver license as identification.



Notary Public

EXHIBIT "A"
(Contractor's Proposal)

GLOBAL SERVICES

601 W. Oakland Park Blvd., Oakland Park, FL 33311

more personalized service, less one-size-fits-all

954-640-0331 / ops@globalservices.gs/ www.globalservicesflorida.com

TOWN OF HIGHLAND BEACH

Delivered on: Not yet submitted

Submitted by: Omar Fernandez



601 W. Oakland Park Blvd., Ste. C4
Ft. Lauderdale, Florida 33311
(954) 640-0331 (954) 640-0332 Fax

Dear Sergio,

I would like to take this moment to thank you for considering Global Services for the maintenance of your facility. We are very confident that we can provide the level of service you are looking for at a competitive price.

Attached you will find the proposal for your facility. It will explain in detail what services will be provided for you. Also enclosed is important information on security, training, safety, and employee information.

I believe that after you review the enclosed material, you will conclude that Global Services is the choice for your facility.

Regardless of your decision we thank you for the opportunity, and should you decide on using our service we look forward to working with you in the near future. I look forward to hearing from you soon.

At your service,
Global Services





GETTING STARTED

The Global Services system of establishing and maintaining the highest standards of cleanliness and hygiene has three steps.

CONSULTATION

Our Sales Representative has completed a visit to your location or locations and met with you to determine the current state of cleanliness. Based on a ten-point checklist that was discussed with you to ensure all your cleaning needs will be met, they have created a cleaning plan to establish a baseline for future maintenance. The Representative will also outline a schedule based on your individual needs whether it is 1,2, 3 or 7 days a week.

THE FIRST FEW CLEANS

The initial few visits that the cleaners come in to your facility is the first step in establishing a routine cleaning schedule. It sets the stage for maintaining the sanitation of your offices, buildings or properties over the long term. Depending on how your properties are used, we may suggest additional deep cleans quarterly, biannually, or yearly.

MAINTENANCE

Your customized janitorial maintenance plan begins right away. Supervisors continuously monitor our cleaning teams to ensure the plan continues to meet your needs, and modify the plan to accommodate changes to the office, building or property demands and use.

EMPLOYEE UNIFORMS

All personnel working for the Contractor will be required to wear company uniforms. It is understood that the Contractor's uniform is provided by the Contractor at no cost to the Customer.

SUPPLIES & EQUIPMENT

Cleaning equipment and chemicals shall be provided by and will remain the property of the Contractor and will be transported in and out of the property as required. Customer will provide secured storage space for storage of Contractor's equipment and supplies. Contractor's operating areas and storage spaces shall be kept in a clean and orderly condition at all times.

AGREEMENT

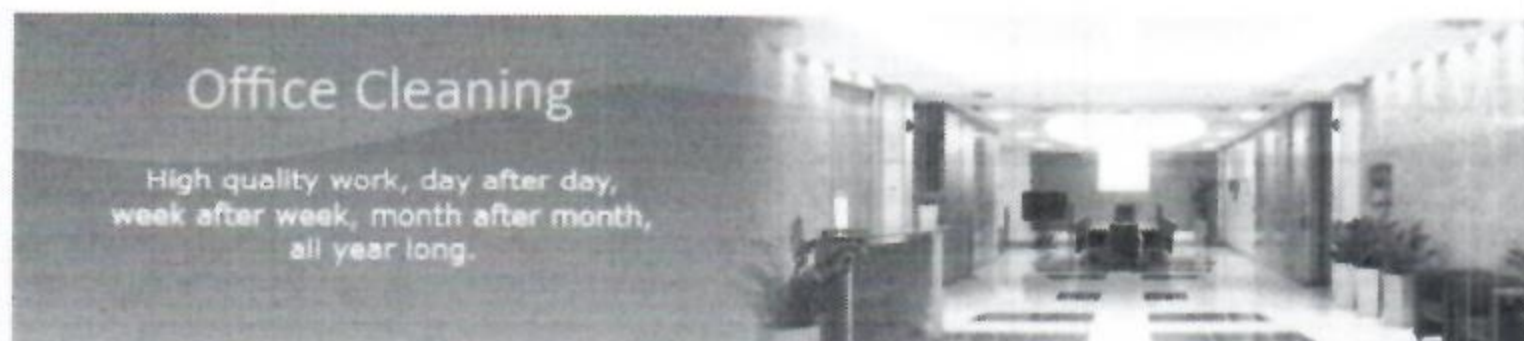
This document contains the entire agreement between the parties. All proper negotiations between the parties are merged in this agreement and there are no understandings or agreements other than those incorporated herein. This agreement may not be modified except by written instrument signed by both parties.

TERMS & CONDITIONS

The term of this agreement shall be in effect for one (1) year from the date hereof, and shall not automatically renew at that time. This agreement may be terminated with a sixty (60) day written notice by either party.

HIRING PRACTICES

No personnel of GLOBAL SERVICES i.e. employees, contractors, or agents shall be hired by client, or allowed to perform any work for other vendors, that was performed in the past by GLOBAL SERVICES at jobsite prior to ONE YEAR from date of termination of contract. Nor shall a client's personnel be hired by GLOBAL SERVICE prior to ONE YEAR from date of termination of contract, to avoid any conflict of interest.



TERMINATION

This agreement may be terminated by either party by sending sixty (60) day written notice to the other party .

GOVERNMENT REGULATIONS

In the event the federal government imposes any regulations affecting the costs associated with this contract, such as increasing the federal minimum wage, the Contractor, with appropriate notification to the Customer, reserves the right to adjust the contract price accordingly.

CHANGE IN SERVICE REQUIREMENTS

The contract price is based upon the services and areas to be serviced described herein. Should there be any changes to the services or areas to be serviced, Contractor and Customer agree to negotiate a reasonable price adjustment.

INTERPRETATION

It is understood that wherever the words "adequate" or "as required" or "as necessary" or "if necessary" are indicated in the specifications, these terms shall be construed to mean, "as determined by both the Contractor and Customer".

HOLIDAYS

Contractor is not obligated to perform service on the following holidays that have already been deducted from the pricing of your contract: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, and Christmas Day. Services on holidays, when requested, shall be charged on an overtime basis.

LICENSE AND INSURANCE

The Contractor will obtain and keep current all licenses required by law. The Contractor agrees to furnish and keep in full force and effect, during the term of this agreement, at his own expense, Workmen's Compensation and Comprehensive General Liability insurance. Insurance certificates and references available upon request.



COVID-19 Disinfection and Safety Online Course

This certifies that

Global Services

has completed the COVID-19 Disinfection and Safety Online Course

on **September 23, 2020.**

Maxie King

User Signature

Chris J. Mundschenk

Chris Mundschenk, Executive Director

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<https://www.globalservices.com/>

JANITORIAL PROPOSAL FOR THE SPECIFIED LOCATION:

Town of Highland Beach

TIME WINDOW: MONDAY THROUGH FRIDAY AFTER HOURS

Areas of Service: Library

Town Hall/Police Dept.

Water Treatment Plant/Building Dept.

For the following specified areas:

ALL COMMON AREAS

RESTROOMS



DAILY CLEANING - ALL COMMON AREAS

- **TRASH REMOVAL:** All trash receptacles and recycling bins will be emptied and brought to the designated trash collection point. Liners will be replaced as necessary.
- **VACUUMING:** All carpeted areas and mats will be fully vacuumed daily; this includes all edges. Spot removal will be performed as needed.
- **FLOORING:** All hard surfaces will be swept/dust mopped daily. Any area with spillage or footprints will be damp mopped as needed with disinfectant. Mop water will be changed as required, but in no case less than daily, to prevent the formation of offensive odors.
- **WIPING:** All horizontal surfaces will be damp wiped as needed to remove spillage, coffee rings and other stains.
- **DUSTING:** All horizontal surfaces will be thoroughly dusted daily. This includes desk tops, counter tops, file cabinets, book cases, shelves, window sills, chairs, tables, pictures, telephones, cubicle partitions, louvers, statuary and all other manner of furnishing.
- **ENTRYWAY/DOORS/WINDOWS:** Spot clean fingerprints from glass, painted surfaces, door plates, knobs, push bars and frames as needed. This included the emptying of cigarette urns that are located near the entryways of the common areas.
- **APPLIANCES CLEANING:** Spot clean the exterior of refrigerators, stoves, stove hoods, toaster ovens, coffee makers, microwaves and other small kitchen appliances. This includes the cleaning and polishing of drinking fountains.

WEEKLY CLEANING - ALL COMMON AREAS

- **VACUUMING:** Thorough vacuuming of all carpeted areas and mats to included all edges, corners and beneath office furnishings. Spot removal will be performed as needed.
- **FLOORING:** All hard surfaces will be thoroughly swept/dust mopped to include edges, corners and beneath office furnishings. Damp mopping will be performed as needed.

- **DUSTING/WIPING:** All vertical surfaces will be dusted and/or damp wiped as needed. This included desks, file cabinets, book cases, shelves, window trim, chairs, table legs, pictures, telephones, cubicle partitions, louvers, statuary and all other manner of furnishings. This also included removal of smudges and fingerprints from light switches and backplates.
- **ENTRYWAYS/DOORS/WINDOWS:** Deep clean fingerprints from glass, painted surfaces, door plates, door trim and thresholds, knobs, handles, push bars and frames to present the best possible appearance.
- **APPLIANCE CLEANING:** Deep clean the exterior of refrigerators, stoves, stove hoods, toaster ovens, coffee makers, microwaves and other small kitchen appliances to present the best possible appearance.
- **VENTS:** All exhaust, return and air conditioning supply vents will be cleaned to remove any accumulation of dust.

MONTHLY CLEANING - ALL COMMON AREAS

- **VACUUMING:** Vacuum all upholstered furniture.
- **FLOOR MOLDING:** Clean rubber cove and wood baseboard moldings to remove scuff marks and/or dust.
- **DUSTING/WIPING:** Dust high, difficult to reach areas, not included in daily and weekly services to remove dust and cobwebs from these locations. (e.g. light fixtures, vaulted ceilings, etc.) The cleaning of venetian and vertical blinds will be included in this task.

DAILY SERVICES - ALL RESTROOMS:

- **TRASH REMOVAL:** All trash will be emptied and brought to the designated trash collection point. This includes sanitary napkin holders. Liners will be replaced as necessary.
- **RE-STOCKING:** All products such as paper towels, toilet tissues, toilet seat covers, sanitary napkins, urinal blocks or mats and hand soap will be refilled or replaced as needed.

- **FLOORING:** All tiled surfaces will be damped mopped and rinsed with a disinfectant. Mop water will be changed as required, but in no case less than daily to prevent the formation of offensive odors.
- **WALLS/PARTITIONS:** All tiles and painted surfaces such as, but not necessarily limited to, partitions, stall doors and shower stalls will be wiped down and/or cleaned as necessary. All splash marks and spots will be removed.
- **MIRRORS:** All mirrors will be cleaned and polished as necessary.
- **OTHER SURFACES:** All dispensers, shelves, lockers and other exposed surfaces shall be cleaned as needed with an appropriate product.
- **TOILETS & URINALS:** Will be cleaned and sanitized inside and outside. This includes toilet seats and flushometers. Work will be polished to a bright finish.
- **SINKS, BASINS & FAUCETS:** Will be scoured, cleaned and sanitized. work will be polished to a bright finish.

WEEKLY SERVICES - ALL RESTROOMS:

- **FLOORING:** All tiled surfaces will be thoroughly mopped and rinsed with a disinfectant. Mop water will be fresh to prevent the formation of offensive odors. Replace mop heads as necessary.
- **WALLS/PARTITIONS:** All tiled and painted surfaces such as, but not necessarily limited to partitions, stall doors and shower stalls, will be wiped down and/or cleaned as necessary. Any traces of mold or mildew will be removed.
- **MIRRORS:** Thoroughly cleaned and polished as necessary.
- **OTHER SURFACES:** All dispensers, shelves, lockers and other exposed surfaces shall be thoroughly cleaned with an appropriate product.
- **TOILETS & URINALS:** Will be thoroughly cleaned and sanitized inside and outside. This includes toilet seats and flushometers. work will be polished to a bright finish.
- **SINKS, BASINS & FAUCETS:** Will be thoroughly scoured, cleaned and sanitized. Work will be polished to a bright finish.
- **VENTS:** All exhaust, return and air conditioning supply vents will be cleaned to remove any accumulation of dust.

OPTIONAL SERVICES:

- **CARPETS:** Perform deep cleaning shampoo of carpets upon request based on square footage. Contractor will remove loose items as needed such as chairs and chair mats.
COST: \$0.30 per square foot with \$125.00 minimum
- **VINYL TILE FLOORS:** Strip, seal and finish coat tiled floors upon request based on square footage. Contractor will move loose items such as chairs and/or stands.
COST: \$0.40 per square foot with \$250.00 minimum
- **STORM REMEDIATION OR SPECIAL EVENTS:** The Contractor and the Town will discuss strategies that may be applicable to an anticipated storm or Town-sponsored special event. This contact will be made prior to the onset of either event. There will be no cost to the Town for providing this consultation, unless on-site services are rendered.
COST: based on \$60.00 per hour

Cleaning Has Never Been So Critical...

Optional Disinfecting Services are available that will target and disinfect the following high touch points:

- *Door Knobs
- *Light Switches
- *Push/Pull Surfaces
- *Cabinet Handles
- *Public Seating
- *Drinking Fountains
- *Conference Room
- *Cabinets
- *Refrigerator Handles
- *Microwave/Toaster Handles
- *Public Counters
- *Client Requested Areas
- *Copiers & Printers

And/or

VIROGUARD which is a commercial atomizer that sprays a hospital grade disinfectant over all surfaces. This process negatively charges the disinfecting solution as it is applied so that it surrounds and adheres to every surface it touches, killing 99.9% of all harmful bacteria and viruses. Treatment will last approximately 60 days on untouched surfaces and 20 to 30 days on touch points. A Viroguard Treatment Certificate will be issued for you to display.





TERMS AND CONDITIONS

The premises making up the working areas of this contract will be known as the **SERVICED AREAS**, and are located at:

Town of Highland Beach

Description	Frequency	Unit Cost	Subtotal
Janitorial Services (5X/Wk)	Monday-Friday	Monthly	\$6,498

CLIENT RESPONSIBLE FOR CONSUMABLES AND LINERS

Total monthly price \$6,498

GLOBAL SERVICES agrees to service the Town of Highland Beach. In consideration of the performance by Global Services, the Town of Highland Beach agrees to pay the sum stated above *plus state sales tax*. Payment is due by the 5th of the following month of service. All payments received after shall be assessed a late fee of 2% of unpaid balance.


Omar Fernandez


Sergio Gonzalez

Omar Fernandez, President
Global Services

Sergio Gonzalez,
Town of Highland Beach
Not yet accepted

ACCEPTANCE OF PROPOSAL

This agreement, entered into on Not yet accepted shall be effective as of:

EMERGENCY CONTACT AND INVOICING INFORMATION

Company Name	
Address	
Phone 1	Phone 2
Emergency Contact	Emergency Contact
Emergency Contact	Emergency Contact
Health Insurance Contact	Health Insurance Contact
Health Insurance Contact	Health Insurance Contact
Additional Information	
Invoice #	Invoice #
Invoice #	Invoice #
Notes	

CONTACT LIST

Main Office

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operations2@globalservices.gs