
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Median Landscaping Improvements from Park Drive to Airport Boulevard in the City of Sanford within US 17-92

DEPARTMENT: Planning and Development **DIVISION:** Community Redevelopment Agency

AUTHORIZED BY: Dori DeBord

CONTACT: John Metsopoulos

EXT: 7133

MOTION/RECOMMENDATION:

The CRA Board authorizes the Chairman to execute the US 17-92 CRA Redevelopment Interlocal Grant Agreement between the CRA and the City of Sanford for the Median Beautification Project; and authorizes the Chairman to execute a resolution implementing Budget Amendment Request (BAR) #09-09 through the Community Redevelopment Fund in the amount of \$389,950.00.

County-wide

John Metsopoulos

BACKGROUND:

On September 25, 2008, the US 17-92 Redevelopment Planning Agency (RPA) unanimously approved (see attached minutes) the proposed Median Beautification Project for the amount of \$389,950 and recommended it for review and approval by the US 17-92 Community Redevelopment Agency (CRA). The funds shall be reimbursed to the City of Sanford in three equal installments as detailed in the Interlocal Agreement.

The project includes enhancements to seven separate medians along US 17-92 from Park Drive to Airport Boulevard in the City of Sanford. The medians will consist of drought tolerant plantings including Bahia grass, Mulhy grass and Perennial Peanut; also brick stamping hardscape, and new lighting.

The CRA and Parks and Leisure Service's staff have met and instituted a program of checks and balances for this and all future median improvement projects. This Program will involve a review of the final project design, the Scope of Work and Deliverables to ensure that the proposed plantings are drought tolerant and low maintenance and that the soil composition in the Project Area is appropriate for the proposed plantings. The CRA will review the project upon completion to certify that it has been completed in accordance with the approved plan.

The City of Sanford is responsible for all services as outlined in the Scope of Work, Exhibit B, including hiring and coordinating all contractors for the project, securing all necessary permits, providing lighting that is FDOT compliant, energy efficient and of the same style, color and design as the lighting in Fern Park. The City is also responsible for maintaining the Project Area(as shown in Exhibit) for a period of five years from the initial completion date. The CRA will reimburse the City of Sanford for the first two years of maintenance not to exceed \$8,000 annually. The City of Sanford will be responsible for all cost overruns for the entire project.

This project is part of a larger initiative directed toward the overall enhancement of US 17-92 with the goal of creating a sense of continuity and community within the corridor.

CRA Goals and Objectives Addressed by the Proposed Project:

- Enhance the visual and aesthetic qualities of the redevelopment area through streetscape, landscape, hardscape, and gateway projects.
- Establish beautification efforts to create an identifiable character for the redevelopment area which will reflect a pleasant, appealing atmosphere for working, shopping, touring and residing in the district.
- Stimulate private investment along the corridor.
- Reduce visual blight and improve the overall appearance of the corridor.
- Implement recommendations of the CRA Action Plan.
- Address the BCC's goal of reducing the use of water by utilizing drought tolerant plantings, eliminating the need for irrigation.

STAFF RECOMMENDATION:

Staff recommends that the US 17-92 CRA Board approve and authorize the Chairman to execute the US 17-92 CRA Redevelopment Interlocal Grant Agreement between the CRA and the City of Sanford for the Median Beautification Project; and authorize the Chairman to execute a resolution implementing Budget Amendment Request (BAR) #09-09 through the Community Redevelopment Fund in the amount of \$389,950.00.

ATTACHMENTS:

1. Minutes
2. Agreement
3. Cost Estimates
4. Before-After 1
5. Before-After 2
6. Before-After 3
7. Before-After 4
8. Before-After 5
9. New Site Plan
10. Location Map
11. Budget Ammendment Request

Additionally Reviewed By:

- Budget Review (Lisa Spriggs, Ryan Switzer)
- County Attorney Review (Ann Colby)

MINUTES OF THE US 17-92 REDEVELOPMENT PLANNING AGENCY
September 25th, 2008
Public Safety Building

PRESENT:

Commissioner Bob Dallari	Seminole County BCC
Bill McDermott	Seminole County Economic Development Director
Shani Beach	Economic Development Administrative Assistant
Alison Stettner	Planning Manager
Commissioner Jo Ann Lucarelli	City of Lake Mary
Antonia Gerli	Principal Planner, Sanford
Terry Winn	Seminole County Fire
Commissioner Randy Jones	City of Sanford
Rosangela Santiago	US 17-92 CRA
Steve Noto	Planning, Lake Mary
Commissioner Sandra Solomon	City of Casselberry
Jeanne Gold	Safe House of Seminole
Michael Towers	Oakwood Construction
Thomas & Connie Gekas	Patio Grill Sanford
John Metsopoulos	US 17-92 CRA Program Manager
Julio & Olga Batista	Batista Commerce Center

Meeting called to order by Commissioner Dallari.

Old Business:

Green Building Grants & Incentives – John Metsopoulos

Formal proposal to be presented at next meeting.

SEED Project – John Metsopoulos

The County and cities have been filed with the Florida Department of Environmental Protection. John requested permission to move forward with the planning of the ribbon cutting ceremony. A tentative location has been set for Sanford. Saturday morning selected as the most appropriate time and day for this event. Commissioner Dallari asked that the date be coordinated with all of the members of the RPA and CRA, and that the mayors and elected officials for the corresponding cities be invited to attend.

Five Points Medians – John Metsopoulos

We will have a more definitive timeline once they install the water meter.

Fern Park Lighting – John Metsopoulos

We are waiting to have the electrical tested. It is taking a little longer than anticipated.

Wayfinding – John Metsopoulos/Alison Stettner

John and Alison have a meeting scheduled with the Casselberry City Manager on October 6th. Longwood has indicated they are interested in participating. Once the draft report has been put together it will be presented to the RPA as well as to Longwood. John stressed only minor changes may possibly be made. The information will then be passed on to Glatting Jackson to determine where the signs may be placed based on utilities. The signs can then be printed and put up with final approval from DOT. John stated that the Planning Division and Alison have been phenomenal in helping with this project. Their expertise has been invaluable to the US 17-92 CRA.

Criteria Update – John Metsopoulos

Per the request of the RPA a set of criteria has been put together for the grant application process. Signage Matching Grant of up to \$5,000, Façade Grant with matching up to \$5,000 thereafter 10% of total project costs, Revitalization/Construction Grant with matching up to \$5,000 thereafter 10% of total project costs. For the Revitalization Grant it was recommended that the request for a Certificate of Occupancy be changed to a signed permit or equivalent because new Certificates of Occupancy are not issued for existing businesses. The Landscaping Grant is also matching up to \$5,000 thereafter 20% of total project costs. A draft of the Redevelopment Application was presented. Commissioner Dallari requested a note be inputted for the submission of digital photographs with the application along with the ROI of the CRA's investment. An arrangement has been made with the Property Appraiser's office to acquire the "ballpark" range of what the improvements will cost in terms of tax revenue. Draft Façade/Sign/Landscaping Application introduced. Three Addendums have been incorporated; a disclaimer accepting the Terms of Contract, Permission for Property Improvements and a Cost Analysis table. A list of qualified improvements for the grants was introduced for review. Commissioner Dallari requested the addition of utilities improvements to the existing utilities relocation. Other changes included the addition of stormwater and drainage improvements, parking improvements and the addition of Special Site Specific Needs. Commissioner Solomon made the motion to approve the Criteria with the requested changes. The motion was seconded and passed unanimously. Commissioner Dallari later asked to include in the application and contract an agreement allowing for easements to be used for bus shelters if requested by Lynx.

East Central Florida Regional Planning Council – Tom Tomerlin

Phil Laurien will be presenting at the next meeting.

New Business:

Approval of Minutes – Motion made by Commissioner Sandy Solomon to approve minutes as presented, motion seconded and passed.

LYNX Shelter Presentation – Jeff Reine

PowerPoint Presentation depicted the ridership along the corridor. US 17-92 was referred to as a Transit Emphasis Corridor. Links 102 & 103 are dedicated links for the US 17-92 corridor, all other are feeder lines. LYNX has been awarded a grant to increase the headways of Link 103 from 30 minutes to every 15 minutes. A start date is forthcoming. Nineteen new shelters are being proposed by Lynx for the corridor. Commuter Rail has contacted Lynx and would like to incorporate a design that correlates better with the shelters they will be using. Limitations to installations include TLA's, road construction, and Right-of-Way issues. The shelters will have benches composed of seats separated by bars to discourage sleeping on them. In lieu of the costs of the shelters and their installation Lynx asks that the maintenance be provided by the municipalities. Offering advertising at the stops could help offset the cost of maintenance. Jeff recommended having businesses sponsor a sign at each stop that states the bus route and times. Commissioner Jones expressed an interest in having more bus shelters along US 17-92 in Sanford.

Action Items:

Patio Grill – John Metsopoulos, Tom Gekas

The demolition delay order was presented to the RPA. A timeline of the property was supplied by Antonia. A list of cost overruns was presented along with a narrative by Tom Gekas. The improvements to the property were submitted to the Property Appraiser to get a relative number as to the increase in the taxable base. The previously approved criteria will be applied to the project with a request for up to 10% of the total cost. Commissioner Dallari requested the Grant Application be filled out prior to the submission to the CRA including the calculated ROI. Commissioner Lucarelli made the motion to approve; it was seconded by Commissioner Jones. Commissioner Dallari asked Mr. & Mrs. Gekas if they would consider agreeing to the terms of allowing easement for a bus shelter if Lynx requested it for a shelter and they agreed. Motion was voted on and passed unanimously in the amount of \$233,188.00. Commissioner Dallari recommended that the Gekas meet with the County Commissioners one-on-one to seek their approval prior to the CRA hearing.

Sanford Median Beautification Project

Before pictures and after enhanced photos were shown. The question was raised if the transponders could be better blended into the landscaping. Alison suggested painting them black and planting around them to help blend them in. The fencing upgrade costs for the areas surrounding the ponds have not been received from FDOT, connection has been established. The cost for the medians includes a two year maintenance agreement. Commissioner Dallari requested that the maintenance agreement specify that the City of Sanford will be responsible following the two year term. The motion was made to approve the project in the amount of \$389,950.00 with the changes that were stated. The motion was voted on and passed unanimously.

Batista Office Park:

The Batista's are requesting \$206,127. The project is considered a "special needs area". Commissioner Jones referred to the area as horrible. Pictures were presented to demonstrate the current and proposed use of the property. The area is severely blighted but is starting to turn around with the coming of the Patio Grill, Southern Technical College, the Batista Commerce Center and the redevelopment of the medians along that stretch of the corridor. The Batistas plan to charge \$17.50/ft²; Bill stated the class "A" rate is currently \$22/ft² and considers this is a great rate to spur business in the area. Motion was made by Commissioner Jones to approve the project. Items to include in the presentation to the CRA are the ROI, information regarding the assemblage of properties and the terms to allow for easement if Lynx requested it for a bus shelter. Commissioner Dallari also recommended that they meet with the County Commissioners one-on-one to seek their approval prior to the CRA hearing. Item was approved unanimously.

2008 US 17-92 Budget For Information Only

Breakdown of contingency funds presented. The CRA wants a line item for the running total of monies allocated for land acquisitions and the criteria for the type land wanted.

Discussion items:

Florida Redevelopment Association Conference

Shani Beach agreed to coordinate the arrangements for anyone attending.

Firehouse Stations 22 & 35

The Fire Chief has asked to have the item brought up. They have two facilities along US 17-92; Station 35 at Fivepoints and Station 22 in Fern Park. They are considering submitting both properties for landscaping and hardscaping improvements and use it as a model project for the corridor. Commissioner Dallari stated as long as they fill out the forms and expect to be treated as everyone else there is no problem.

Upcoming Holidays

Commissioner Dallari would like to postpone the December meeting if the agenda is light and reconvene in January. The decision was left pending the following meeting.

Meeting was adjourned.

**INTERLOCAL AGREEMENT
BETWEEN THE U.S. 17-92 CRA AND THE CITY OF SANFORD
RELATING TO MEDIAN LANDSCAPING AND MAINTENANCE**

THIS INTERLOCAL AGREEMENT, is made and entered into this _____ day of _____, 20____, by and between the **U.S. 17-92 COMMUNITY REDEVELOPMENT AGENCY**, a Public Agency created by Resolution No. 97-R-130, pursuant to Chapter 165, Florida Statutes, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereafter referred to as the "CRA") and the **CITY OF SANFORD**, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771 (hereafter referred to as "CITY").

W I T N E S S E T H:

WHEREAS, U.S. 17-92 is a road which is partially located in the CITY limits and within the U.S. 17-92 Community Redevelopment Area and is of significant interest and concern to the citizens of the CITY and Seminole County; and

WHEREAS, the planned and uniform development of this road as a well landscaped, scenic roadway will contribute to the general health, safety and welfare of the residents of the CITY and Seminole County; and

WHEREAS, the CITY and the CRA have worked together in a cooperative manner relating to this road and desire to continue to mutually cooperate with each other in order to enhance the quality of life of the citizens of the CITY and Seminole County.

NOW THEREFORE, in consideration of the promises, covenants and commitments contained herein and other good and valuable

consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged as to both parties, the parties agree as follows:

SECTION 1. PURPOSE OF THIS AGREEMENT. The purpose of this Agreement is to provide for landscaping and maintenance of the landscaping on that portion of U.S. 17-92 lying between Airport Boulevard and Park Drive (hereinafter referred to as the "PROJECT AREA"). Attached as Exhibit "A" is a map of the PROJECT AREA.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be six (6) years. Should the CITY terminate this Agreement prior to completion of the six (6) year term, then the CITY shall reimburse the CRA for the costs associated with the CRA's compliance with the terms of this Agreement (changed plans and landscaping/maintenance of the median).

SECTION 3. CITY'S OBLIGATIONS. Throughout the term of this Agreement the CITY shall:

(a) Provide all services to the PROJECT AREA as contained in the Scope of Work, attached hereto as Exhibit B, including hiring and coordinating all contractors for the Project, securing all necessary permits, providing lighting that is FDOT compliant, energy efficient and of the same style, color and design as the lighting in the Fern Park CRA Project, and maintaining the PROJECT AREA for a period of five (5) years after the initial completion date.

(b) Upon completion of the Project, be solely responsible for providing all necessary functional and aesthetic maintenance of the landscaping located within the PROJECT AREA including, but not limited

to, watering, mowing, fertilizing, litter removal, aesthetic appearance, replacement and sustainable care of plantings (replacing like with like, to the maximum extent possible), and the replacement and sustainable care of decorative pavements and concrete damaged as a result of any of the foregoing activities; and

(c) Indemnify and hold the CRA harmless from and against all liability, claims, demands, attorneys fees (both at trial and on appeal), judgments and costs relating to personal injuries, including death, and property damage arising from CITY's acts and omissions in the performance of the CITY's obligations under this Agreement.

(d) Be solely responsible for any costs incurred in the performance and service under this Agreement in excess of the reimbursement amount as stated in Section 4 below.

SECTION 4. CRA OBLIGATIONS. The CRA shall:

(a) The CRA agrees to reimburse the CITY for the cost of services as outlined in the Scope of Work. Said reimbursement shall be paid as follows:

1. Upon execution of this Agreement - ONE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$124,650.00)

2. Upon fifty percent (50%) completion of the Scope of Work (excluding maintenance) - a sum not to exceed ONE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$124,650.00)

3. Upon one hundred percent (100%) completion of the Scope of Work (excluding maintenance) - a sum not to exceed ONE

HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS
(\$124,650.00)

4. Upon completion of the first year of PROJECT AREA maintenance - a sum not to exceed EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00)

5. Upon completion of the second year of PROJECT AREA maintenance - a sum not to exceed EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00)

Said amounts, except for the initial payment, shall be made only after the CRA receives and approves an invoice submitted by the CITY detailing the work performed and the costs incurred by that work. Invoices must be accompanied by documentation showing proof of all expenditures by the CITY.



(b) The CRA shall review the final project design, the Scope of Work and the deliverables prior to the start of work, to ensure that the proposed plantings are drought tolerant and low maintenance and that the soil composition in the PROJECT AREA is appropriate for the proposed plantings. The CRA shall also review the Project upon completion of the Scope of Work (excluding maintenance) to certify that it has been completed in accordance with the approved final design, Scope of Work and deliverables. The CRA shall not be obligated to make the final payment due on the Project (excluding maintenance) until the Project has been completed to the satisfaction of the CRA.

SECTION 5. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written approval of the other, however, this prohibition shall not prevent either party from meeting its obligations hereunder by using independent contractors.

SECTION 6. PUBLIC RECORDS. The parties shall allow public access to all documents, papers, letters or other materials which have been made or received by the parties in conjunction with this Agreement.

SECTION 7. RECORDS AND AUDITS. The parties shall maintain any and all records, documents, papers, and other evidence pertaining to the work performed under this Agreement. Such records shall be available at reasonable times and places during the term of this Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law, including but not limited to Chapter 119, Florida Statutes, and generally accepted accounting and auditing principles.

SECTION 8. NOTICES.

(a) Whenever either party desires to give notice to the other, notice may be sent to:

For the CRA:

John Metsopoulos
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For the CITY:

City Manager
300 North Park
Sanford, Florida 32771

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices or receipt of invoices. All notices shall be effective upon receipt.

SECTION 9. HEADINGS. All sections and description headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation of this Agreement.

SECTION 10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and may not be modified or amended except by a written instrument equal in dignity to this Agreement, and executed by the parties to be bound by the amendment to the Agreement.

SECTION 11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

ATTEST:

CITY OF SANFORD

JAN DOUGHERTY, City Clerk

By: _____
LINDA KUHN, Mayor

Date: _____

For use and reliance of the Sanford City Commission only. Approved as to form and legality.

WILLIAM L. COLBERT
City Attorney

ATTEST:



U.S. 17-92 COMMUNITY REDEVELOPMENT AGENCY

By: _____, Chairman

Date: _____

Approved as to form and legal sufficiency.

As authorized for execution by the CRA at its _____, 20__ meeting.

County Attorney

AEC/sjs
10/20/08
P:\Users\Legal Secretary CSB\Economic Development\US 17-92 CRA & Sanford Median Landscape Maintenance Agmt.docx

Attachment:
Exhibit A - Map of Project Area
Exhibit B - Scope of Work

**Sanford Parks Grounds Operations Division
 US17-92 Median Beautification Project
 Park Drive to Airport Blvd.**

Item	Scope of Work	Cost Estimate/Expenditure	Amount
1	Project conceptual drawings, initial investigation of FDOT requirements	Expenditure	\$2,250.00
2	Design & prepare landscape construction documents	<i>Cost Estimate</i>	\$4,000.00
3	Design & prepare lighting & electrical construction documents, Coordinate design components to meet FDOT standards & approval.	<i>Cost Estimate</i>	\$27,700.00
4	Estimated costs of landscape materials and installation.	<i>Cost Estimate</i>	\$55,000.00
5	Estimated cost of median hardscape (brick stamping)	<i>Cost Estimate</i>	\$60,000.00
6	Estimated cost of median maintenance*	<i>Cost Estimate</i>	\$16,000.00
7	Estimated cost of materials & installation of electrical components associated with FDOT approved median lighting upgrade.	<i>Cost Estimate</i>	\$225,000.00
Project Estimated Total			\$389,950.00

* This is a two year total as the CRA will maintain the medians for two years, maintenance funds will be disbursed annually.

BEFORE



AFTER



BEFORE



AFTER



BEFORE



AFTER



BEFORE



AFTER

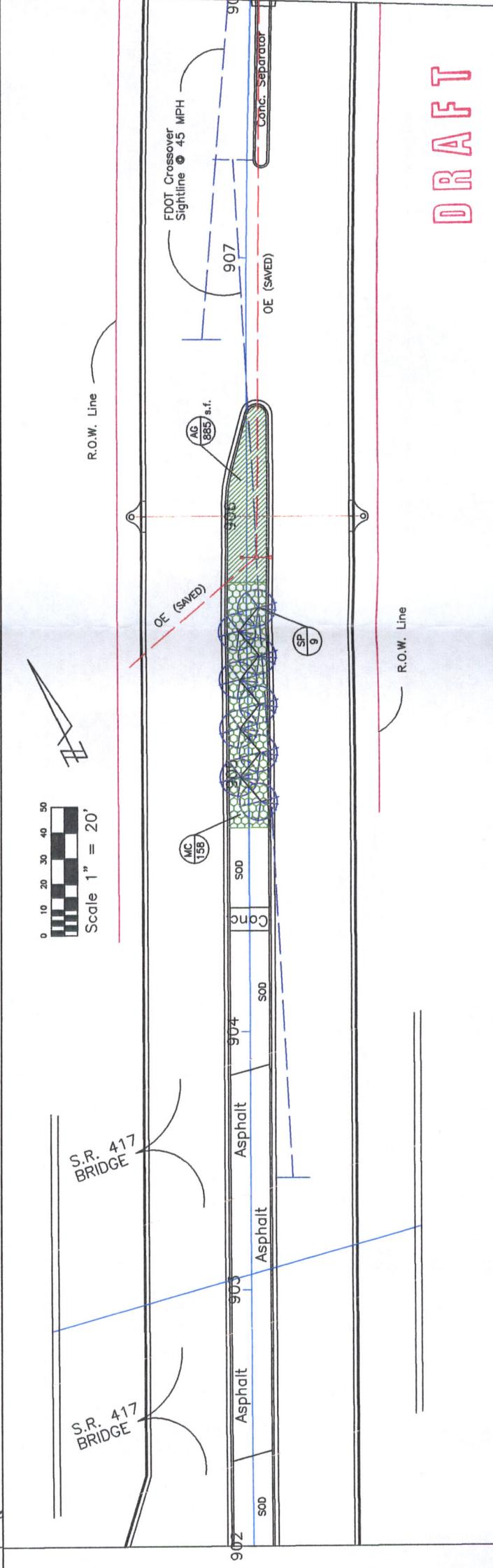
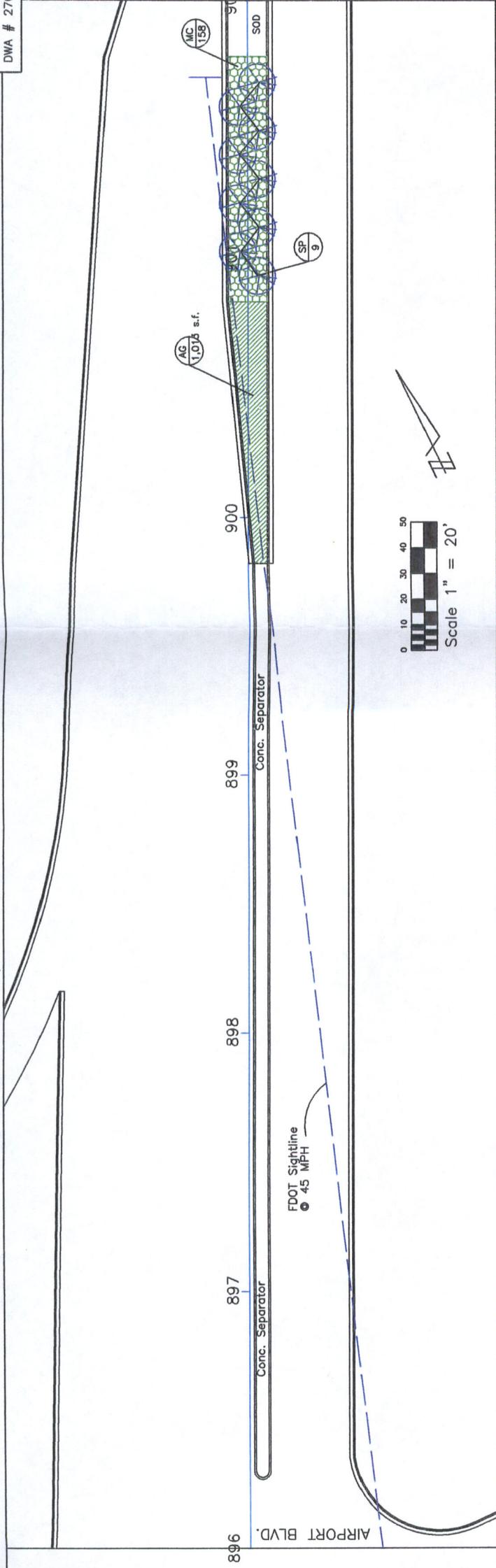


BEFORE



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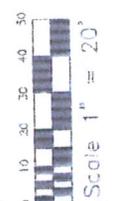
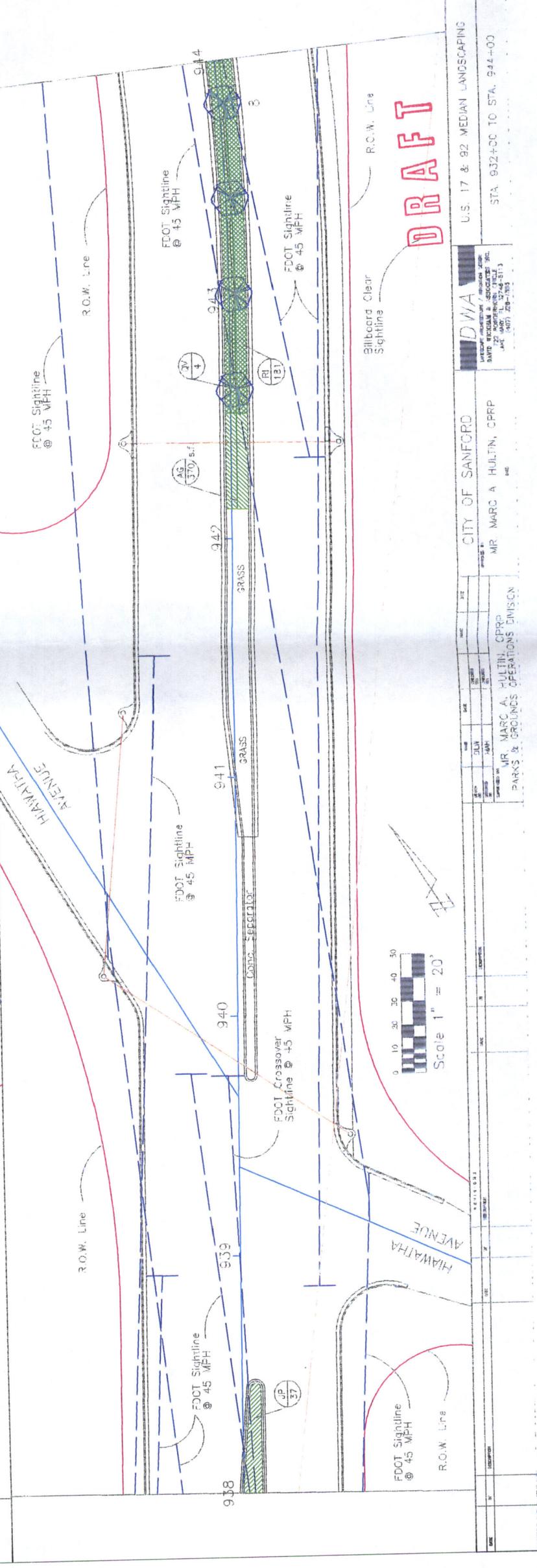
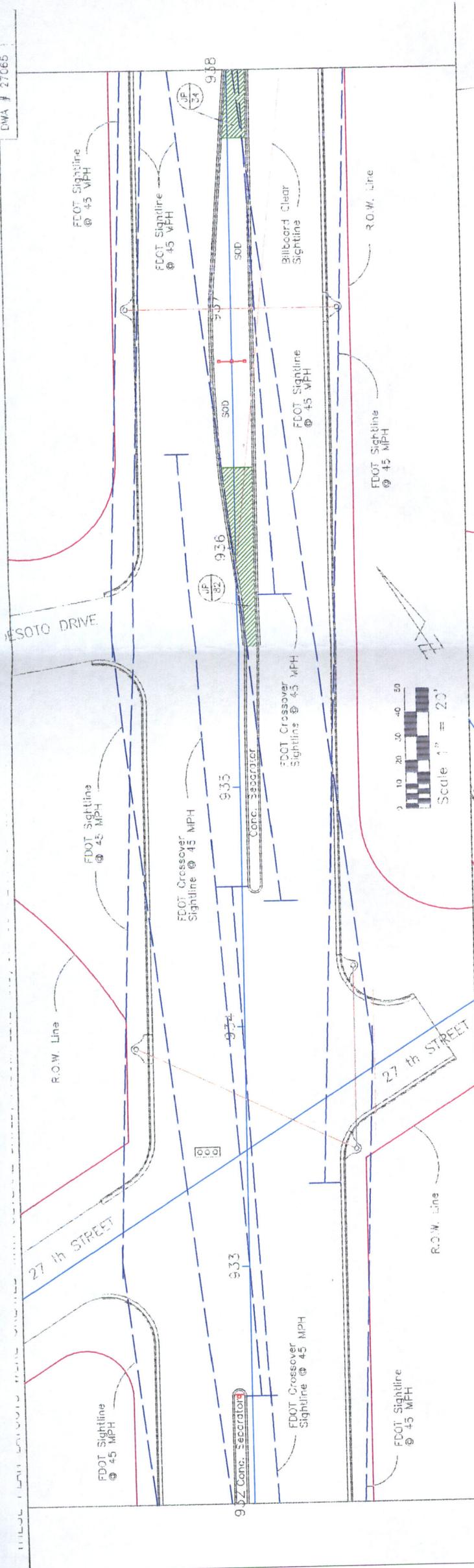




DRAFT

REVISIONS		DATE		BY		CHECKED		APPROVED	
NO.	DESCRIPTION	DATE	BY	DATE	BY	DATE	BY	DATE	BY

CITY OF SANFORD		DWA		U.S. 17 & 92 MEDIAN LANDSCAPING	
MR. MARC A. HULTIN, CPRP		LANDSCAPE ARCHITECTURE / CONSULTING ENGINEER		LAW OFFICE OF JAMES M. HAYES, P.A.	
PARKS & GROUND OPERATIONS DIVISION		LAW OFFICE OF JAMES M. HAYES, P.A.		LAW OFFICE OF JAMES M. HAYES, P.A.	
MR. MARC A. HULTIN, CPRP		LAW OFFICE OF JAMES M. HAYES, P.A.		LAW OFFICE OF JAMES M. HAYES, P.A.	
STATION 896+00 TO STA. 908+00		LAW OFFICE OF JAMES M. HAYES, P.A.		LAW OFFICE OF JAMES M. HAYES, P.A.	



DRAFT

U.S. 17 & 92 MEDIAN LANDSCAPING
STA. 932+00 TO STA. 944+00

DATE	BY	CHECKED	APPROVED	REVISIONS	SCALE	SHEET NO.	TOTAL SHEETS

CITY OF SANFORD
DESIGNED BY: MR. MARC A. HULTIN, CPPP
PARKS & GROUND OPERATIONS DIVISION

DWA # 27065
DAVID WICKHAM & ASSOCIATES, INC.
22 HUNTERSWOOD, J. 317
JULY 28, 1995

GENERAL LANDSCAPE NOTES

- PLANT MATERIALS SHALL BE GRADED FLORIDA NO. 1 (OR BETTER) AS IDENTIFIED IN THE 'GRADES AND STANDARDS FOR NURSERY PLANTS', 2nd EDITION, FEBRUARY 1998 (OR LATEST EDITION) PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
- ALL PLANT MATERIALS TO BE PLANTED SHALL BE HEALTHY, UNINFESTED, UNDESEASED, AND OTHERWISE NOT TO GRADE CALLED FOR. MINIMUM STEMS/STIPES SHALL BE 1.5" IN DIAMETER. PLANTS SHALL BE REMOVED AND REPLACED UPON NOTICE FROM THE COUNTY ENGINEER. COUNTY ENGINEERS SHALL BE ADVISED OF ANY PLANT MATERIALS TO BE PLANTED AND/OR LIGHTLY COMPACTED MINI NUGGET PINE BARK MULCH THE DIAMETER OF WHICH SHALL BE 1/4" TO 3/8" IN SIZE. MULCH SHALL HAVE AT LEAST 18" DIAMETER FOR EVERY 1" CALIBER OF THE TREE. KEEP THE MULCH 2" FROM THE TRUNK OF THE PLANT MATERIAL BEING INSTALLED.
- PLANT MATERIALS SHALL BE PLANTED WITHIN THE ROADWAY MEDIUM PLANTING SCHEDULES ARE MINIMUMS AND FOR THE CONVENIENCE IN ESTIMATING.
- PLANT QUANTITIES AND SIZES INDICATED WITHIN THE ROADWAY MEDIUM PLANTING SCHEDULES SHALL GOVERN THE QUANTITIES REQUIRED.
- ALL PLANTING/LANDSCAPE WORK SHALL BE DONE UNDER THE DIRECT SUPERVISION OF A QUALIFIED AND KNOWLEDGEABLE LANDSCAPE FOREMAN, AND BY PERSONS EXPERIENCED WITH GOOD COMMERCIAL HORTICULTURAL PRACTICES AND PROCEDURES FOR THE TYPE OF PLANT MATERIAL INDICATED IN/ON THE PLAN, LAYOUTS AND PLANTING SCHEDULES.
- THE LANDSCAPE CONTRACTOR AND/OR GENERAL CONTRACTOR SHALL COMPLY WITH ALL LOCAL, COUNTY, AND STATE CODES, ORDINANCES, AND CRITERIA AND OBTAIN ALL NECESSARY PERMITS TO CONSTRUCT AND/OR INSTALL THE PLANTING/LANDSCAPING WITHIN THE PLAN(S), LAYOUTS, AND SCHEDULES.
- THE LANDSCAPE CONTRACTOR AND/OR GENERAL CONTRACTOR SHALL COORDINATE HIS/HER WORK WITH ALL OTHER CONTRACTORS ON THE PROJECT TO ASSURE EFFICIENT AND TIMELY COMPLETION OF THE PLANTING/LANDSCAPING WORK WITHIN THE PLAN(S), LAYOUTS AND SCHEDULES.
- IN THE PERFORMANCE OF THE PLANTING/LANDSCAPING WORK, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL LABOR, MATERIALS, EQUIPMENT AND APPURTENANCES IN THE LANDSCAPE CONTRACT AND/OR GENERAL CONTRACTOR WITHIN THE PLAN(S), LAYOUTS, AND SCHEDULES.
- THE LANDSCAPE CONTRACTOR AND/OR GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING GRADES, DIMENSIONS AND FIELD CONDITIONS, AND BRING ANY DISCREPANCIES TO THE ATTENTION OF BOTH THE COUNTY ENGINEER AND COUNTY LANDSCAPE COORDINATOR, OR THEIR ASSIGNED AGENT, FOR A DECISION BEFORE PROCEEDING WITH OR SCHEDULING THE WORK.
- THE LANDSCAPE CONTRACTOR SHALL PROTECT AND KEEP FREE FROM OBSTRUCTION ANY AND ALL EXISTING STRUCTURES.
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- THE LANDSCAPE CONTRACTOR SHALL PROTECT AND KEEP FREE FROM OBSTRUCTION ANY AND ALL EXISTING STRUCTURES.
- THE LANDSCAPE CONTRACTOR SHALL REMOVE ALL DEBRIS AND UNSUITABLE OR SURPLUS MATERIAL FROM THE PROJECT SITE WHICH IS GENERATED BY THE PLANTING/LANDSCAPING WORK.
- A PLANTING SOIL BACKFILL SHALL BE USED IN SHRUB AND GROUNDCOVER PLANTING BEDS AND IN PLANTING HOLES/PIES. THE PLANTING SOIL BACKFILL SHALL BE FREE FROM ALL CONTAMINANTS, TO INCLUDE BUT NOT LIMITED TO, ROAD BUILDING DEBRIS, CLAYS, ROCKS, HOLES, WEEDS, SEEDS, PLANTS, AND ANY OTHER UNSUITABLE MATERIAL. THE SOIL SHOULD BE PROTECTED FROM PLANTING SOIL BACKFILL SHALL CONSIST OF TOPSOIL WITH AN ORGANIC COMPONENTS THAT COULD BE SUFFICIENT TO MAINTAIN GOOD QUALITY PLANT GROWTH. A VOLUMETRIC ORGANIC CONTENT OF 20% IS REQUIRED. THE ORGANIC MATERIAL MUST BE APPROVED BY THE COUNTY PRIOR TO USE AS A SOIL AMENDMENT. THE PLANTING SOIL BACKFILL SHALL HAVE A R VALUE IN THE RANGE OF 5.5 TO 6.5 INCLUSIVE. PLANTING SOIL BACKFILL MAY BE PROVIDED BY AMENDING EXISTING SOILS IN DESIGNATED PLANTING AREAS OR BY PROVIDING AN EQUIVALENT COMMERCIAL MIXTURE.
- SHOULD ANY EXISTING TREES WITHIN THE DEVELOPMENT/RIGHT-OF-WAY AREA BE SCHEDULED TO BE SAVED, THE GENERAL CONTRACTOR AND/OR LANDSCAPE CONTRACTOR SHALL ERECT AND MAINTAIN PROPER TREE PROTECTION BARRIERS AROUND THE TREES THROUGHOUT ALL THE PROJECT WORK. SHOULD THE SCHEDULED TREES/PLANT MATERIAL WITHIN THE PROTECTED AREA BECOME INJURED, DAMAGED, OR DEAD, THE CONTRACTOR SHALL REPORT TO THE LANDSCAPE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS, ETC. REQUIRED TO REMOVE THE TREES/PLANT MATERIAL FROM THE PROJECT SITE.
- NO CANOPY OR UNDERSTORY TREE SHALL BE PLANTED CLOSER THAN 5' FROM THE BACK OF THE SIDEWALK, OR 8' FROM THE EDGE OF ROADWAY.
- THE LANDSCAPE CONTRACTOR AND/OR GENERAL CONTRACTOR SHALL GET WRITTEN PERMISSION FROM BOTH THE COUNTY ENGINEER AND COUNTY LANDSCAPE COORDINATOR, OR THEIR ASSIGNED AGENT, BEFORE MAKING ANY SUBSTITUTIONS OF PLANT MATERIAL, MODIFICATIONS TO THE PLAN(S), LAYOUT, OR OTHER LANDSCAPE/PLANTING APPURTENANCE.
- THE LANDSCAPE CONTRACTOR AND/OR GENERAL CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS AND PLANTING INSTALLATIONS FOR A MINIMUM PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE OF THE TOTAL PROJECT BY THE COUNTY.
- THE LANDSCAPE CONTRACTOR AND/OR GENERAL CONTRACTOR SHALL PROTECT AND MAINTAIN THE PLANTING/LANDSCAPING AREAS FOR A PERIOD OF ONE YEAR FROM THE GROWTH VIABILITY (ABOVE AND BELOW GROUND) PROJECT BY THE COUNTY. SHOULD COUNTY RANDOM INSPECTIONS CONCLUDE THAT SURVIVABILITY AND NORMAL GROWTH DATE OF ACCEPTANCE BEING ACHIEVED, THEN THE LANDSCAPE CONTRACTOR AND/OR GENERAL CONTRACTOR SHALL CORRECT THE PROBLEM SITUATION(S), REMOVE AND REPLACE THE PLANT MATERIAL IF NECESSARY, AND RE-WARRANTY FOR ANOTHER YEAR THE PLANT MATERIAL AT HIS/HER EXPENSE.
- THE LANDSCAPE CONTRACTOR AND/OR GENERAL CONTRACTOR SHALL PERFORM SOIL TESTS, FOR PH, ETC. WITHIN THE PLANTED/LANDSCAPED AREAS AT HIS/HER EXPENSE TO ASSURE PLANT SURVIVABILITY AN NORMAL GROWTH VIABILITY OF THE PLANT MATERIAL WITHIN THE PROJECT WORK.
- SHOULD LOCAL COUNTY, STATE, OR GOOD COMMERCIAL HORTICULTURAL CODES, ORDINANCES, CRITERIA, GUIDELINES, PRACTICES, OR PROCEDURES CONFLICT WITH THIS/THOSE PLAN(S), LAYOUT(S), DETAIL(S) OR SPECIFICATIONS, THEN THE LANDSCAPE CONTRACTOR AND/OR GENERAL CONTRACTOR SHALL ASSUME THAT THE STRICTER OR MORE STRINGENT SHALL APPLY TO THE PLANTING/LANDSCAPING WORK. THE CONTRACTOR SHALL NOT INTERFERE WITH ANY OVERHEAD UTILITY LINES, AND, FUTURE THE MATURE BRANCHES, STRUCTURES, OR OTHER PLANT MATERIALS SHALL NOT INTERFERE WITH UNDERGROUND UTILITIES OR PROJECT PAVED AREAS.
- THE LATEST FLORIDA DEPARTMENT OF TRANSPORTATION HORIZONTAL AND VERTICAL CLEAR SIGHT ZONES AND SIGHT LINE DATUMS ARE TO BE ADHERED TO.
- ALL LANDSCAPED AREAS WITHIN THE PLAN(S) AND LAYOUT(S) REQUIRING SOD SHALL BE PLANTED/LANDSCAPED WITH FLORATAM ST. AUGUSTINE (STENOTAPHRUM SECUNDATUM 'FLORATAM') SOD WITHIN ANY IRRIGATED AREAS, OR ARGENTINE BAHIA (PASPALLUM NOTATUM 'ARGENTINE') SOD WITHIN ANY NON-IRRIGATED AREAS.
- NEAR THE CORNERS OF INTERSECTIONS ALONG THE RIGHT-OF-WAY LINES, NO CURRENT OR FUTURE GROWTH HABIT OF PLANT MATERIAL SHALL CREATE A VISUAL OBSTRUCTION BETWEEN 2' IN HEIGHT AND 8' IN HEIGHT FROM GRADE WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION'S CLEAR SIGHT ZONES OR SIGHT LINES.
- THE LANDSCAPE CONTRACTOR AND/OR GENERAL CONTRACTOR SHALL PERFORM PERCOLATION TESTS WITHIN THE PLANTING/LANDSCAPING WORK AREAS TO ASSURE THAT ALL PLANTING/LANDSCAPED AREAS HAVE ADEQUATE SUBGRADE DRAINAGE TO SURVIVE AND PRODUCE NORMAL VISIBLE GROWTH THROUGHOUT THE ANTICIPATED LIFE OF THE PLANT MATERIALS. SHOULD ADVERSE CONDITIONS EXIST, THEN THE LANDSCAPE CONTRACTOR AND/OR GENERAL CONTRACTOR SHALL PROVIDE THE NECESSARY SURGRADE DRAINAGE STRUCTURE(S) AT HIS/HER EXPENSE AS PRESCRIBED BY THE COUNTY ENGINEER AND COUNTY LANDSCAPE COORDINATOR, OR THEIR ASSIGNED AGENT.
- NO CANOPY TREE SHALL BE PLANTED CLOSER THAN 40'+/- ON CENTER, NO UNDERSTORY TREE SHALL BE PLANTED CLOSER THAN 20'+/- ON CENTER, AND NO PALM TREE SHALL BE PLANTED CLOSER THAN 10'+/- ON CENTER WITHIN THE RIGHT-OF-WAY.
- ALL EXISTING VEGETATION THAT IS DISTURBED DURING THE LANDSCAPING/PLANTING OPERATION(S) SHALL BE REPLACED IN KIND OR WITH COUNTY APPROVED EQUIVALENT BY THE LANDSCAPE CONTRACTOR AND/OR GENERAL CONTRACTOR AT NO ADDITIONAL COST TO THE COUNTY.
- ALL WORK AND MATERIALS FOR THE LANDSCAPING/PLANTING SHALL BE IN COMPLIANCE WITH SEMINOLE COUNTY'S CURRENT 'TECHNICAL SPECIFICATION FOR ROADWAY LANDSCAPING' UNLESS OTHERWISE SPECIFIED BY THE WORK SPECIFIED IN THE CONTRACT BID DOCUMENTS THAT ARE NOT OTHERWISE DETAILED AS SPECIFIC ITEMS. THE COST SHALL BE CONSIDERED INCIDENTAL TO THE ITEMS SPECIFIED IN THE CONTRACT BID DOCUMENTS.
- IT SHALL BE THE LANDSCAPE CONTRACTOR'S AND/OR GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH AND NOTIFY ALL UTILITY OWNERS OR REPRESENTATIVES OF ANY PLANTING/LANDSCAPING WORK TO BE PERFORMED IN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY NOTIFICATION, PROTECTION, AND, LOCATION TIMING PROCEDURES FOR THE PLANTING/LANDSCAPING WORK TO PROGRESS.
- THE DESIGN AND/OR CONSTRUCTION OF AN IRRIGATION SYSTEM IS NOT PART OF THE PLANTING/LANDSCAPING WORK IN THIS CONTRACT SEGMENT UNLESS IT IS SPECIFICALLY DETAILED AND REQUIRED BY THE COUNTY. THE PROJECT AND/OR THE ROADWAY PLAN SHEETS.
- A REPRESENTATIVE SPECIMEN OF THE TYPE AND VARIETY OF THE PLANT MATERIAL CALLED FOR ON THE LANDSCAPE PLAN(S) MUST BE SUBMITTED FOR APPROVAL TO THE COUNTY LANDSCAPE COORDINATOR PRIOR TO ANY INSTALLATIONS IN THE FIELD. CONTACT THE LANDSCAPE COORDINATOR AT 321-363-6006 TO MAKE FINAL COMPLETION WILL NOT BE GRANTED UNTIL A WATERING SCHEDULE IS RECEIVED BY THE COUNTY LANDSCAPE COORDINATOR. SEE COUNTY 'TECHNICAL SPECIFICATIONS FOR ROADWAY LANDSCAPING', SECTION 02952, FOR WATERING GUIDELINES.

Call 2 full business days before you dig

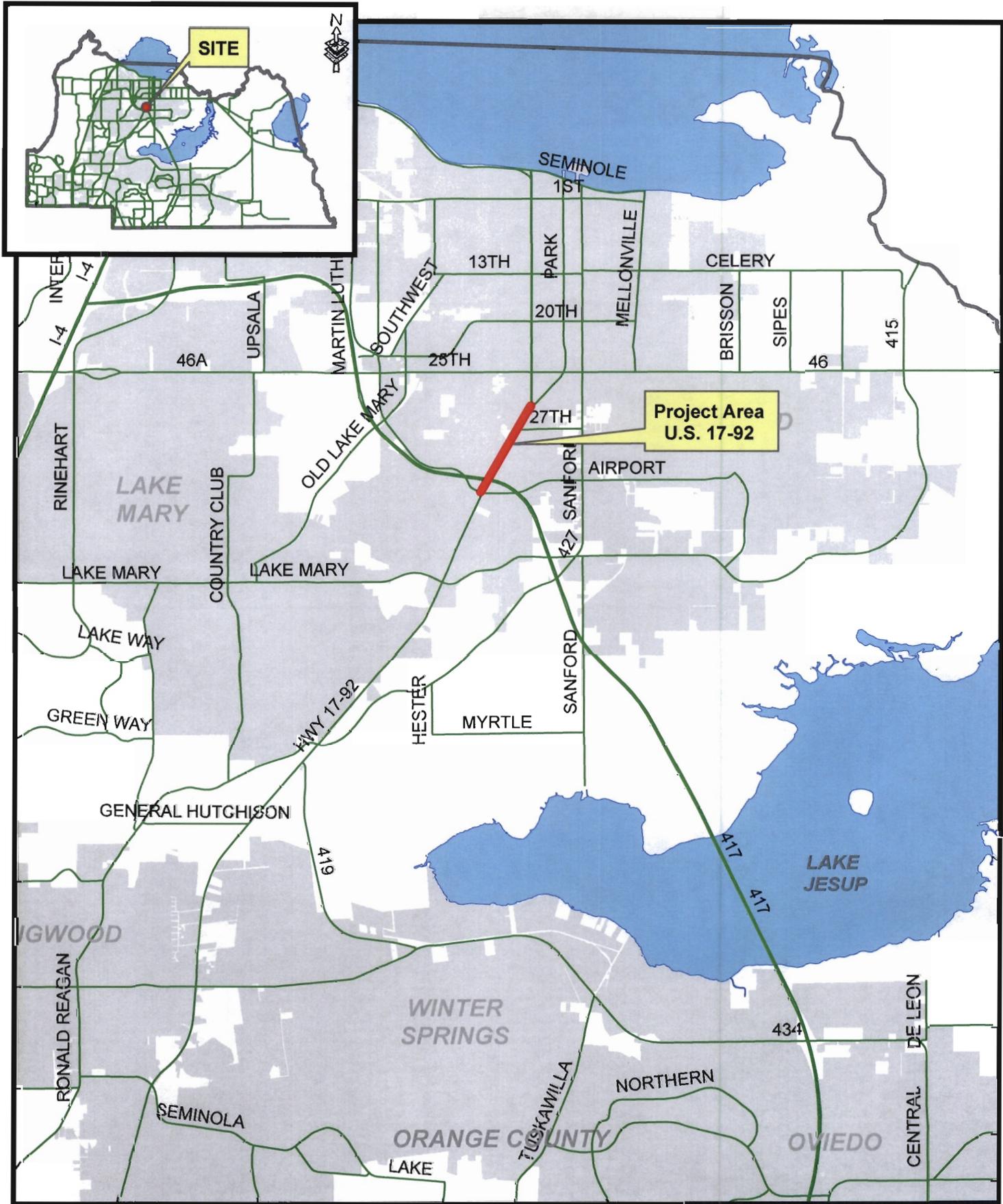
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LANDSCAPE LEGEND

KEY	QUAN.	BOTANICAL NAME	COMMON NAME	MINIMUM SIZE / COMMENTS	XERIC/NATIVE
LI	13	Lagerstroemia indica 'Muskogee'	Muskogee Grape Myrtle	12'+ Ht., 2" Cal./Single Trunk	Y / N
QV	20	Quercus virginiana 'Highrise'	Highrise Live Oak	12'+ Ht., 6" Spd., 3.5" Cal.	Y / Y
SP	30	Sabal palmetto	Cabbage Palm	12'+ to bud, Matched Heights	Y / Y
AG	2,678s.f.	Arachis glabrata-Rhizoma	Perennial Peanut	Blanket / Pinned in place	Y / N
JP	299	Juniperus chinensis 'Parsonii'	Parson Juniper	15'-18" Spd., Full	Y / Y
MC	444	Mulhenbergia capillaris	Mulhy Grass	12' x 18", Full	Y / Y
RI	375	Rhaphiolepis indica 'Alba'	White Indian Hawthorn	18' x 18", Full	Y / N
SOD	As Req'd.	Paspalum notatum 'Argentine'	Argentine Bahia Grass	Sod all disturbed areas and all others as directed by the owner or his agent	Y / N
GRASS	Saved	Existing St. Augustine grass	Existing St. Augustine grass under existing irrigation		N / N

DRAFT

		U.S. 17 & 92 MEDIAN LANDSCAPING	
CITY OF SANFORD		LANDSCAPE NOTES AND LEGEND	
DESIGNED BY MR. MARC A. HULTIN, CPRP	CHECKED BY MR. MARC A. HULTIN, CPRP	DATE 	DATE
DRAWN BY 	DATE 	DATE 	DATE
PROJECT NO. 	SHEET NO. 	SHEET NO. 	SHEET NO.
PARKS & GROUND OPERATIONS DIVISION			



2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
<u>Ryan Switzer</u> Analyst	<u>12/1/08</u> Date
<u>Budget Manager</u>	<u>Date</u>
<u>Director</u>	<u>Date</u>
<u>09-09</u> BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Planning and Development**
Fund(s): US 17-92 Redevelopment Fund

PURPOSE: To appropriate funds in the amount of \$389,950 to be expended as outlined in the Interlocal Grant Agreement between the US 17-92 CRA and the City of Sanford for the Median Beautification Project along US 17-92 from Park Drive to Airport Blvd within the City of Sanford.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
13300.999987.599998		Reserves for Contingency	389,950
Total Sources			\$ 389,950

Uses:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
13300.011102.580811	90000015 W (new)	Aids to Government Agencies	389,950
Total Uses			\$ 389,950

BUDGET AMENDMENT RESOLUTION

This Resolution, 2008-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the
Board of County Commissioners

By: _____
Bob Dallari
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____