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2894

RESOLUTION NO. 2000 - 6

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, IN SUPPORT OF THE CREATION OF A GATEWAY TO THE VILANO BEACH TOWN CENTER THAT AUTHORIZES THE EXECUTION OF AN AGREEMENT OF MAINTENANCE ON THE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ST. JOHNS COUNTY IN VILANO BEACH (A) ALONG THE EAST SIDE OF COASTAL HIGHWAY (S.R. A1A) FROM BEACHCOMBER WAY ON THE NORTH TO THE END OF THE STATE RIGHT-OF-WAY INTERSECTING COUNTY RIGHT-OF-WAY ON THE SOUTH AT #2842 COASTAL HIGHWAY; AND (B) THE NORTH SIDE OF THE EASTERN EXIT RAMP OF THE USINA BRIDGE; AND (C) THE SOUTH SIDE OF THE EASTERN EXIT RAMP OF THE USINA BRIDGE. ALSO, TO EXECUTE AN AGREEMENT OF LANDSCAPING AND MAINTENANCE ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY BETWEEN NORTH SHORES IMPROVEMENT ASSOCIATION AND ST. JOHNS COUNTY.

RECITALS

Whereas, St. Johns County supports the efforts of the Southern County Commission District Four citizens and businesses of the Vilano Beach Waterfronts Florida Community to create a Gateway to the Vilano Beach Town Center; and

Whereas, the Florida Department of Transportation (hereinafter "FDOT") has agreed to permit St. Johns County to landscape within the FDOT Right-of-Way to help establish a Gateway to the Vilano Beach Town Center as described in the attached Agreement of Maintenance, Exhibit and Addendum; and

Whereas, said Agreement of Maintenance between the County and the FDOT sets forth the terms and conditions under which the County agrees to maintain the landscaped areas; and

Whereas, this Agreement of Maintenance between the County and the FDOT allows the North Shores Improvement Association (hereinafter "NSIA") to assume the responsibility to maintain this area for the County, with FDOT approval; and

Whereas, the Board of County Commissioners, assigns its rights and delegates its duties under this Agreement for Maintenance to NSIA, including all standards and responsibilities contained in it; and

*John B. - Park made  
BCC Sec'y*

Whereas, the NSIA agrees to assume the maintenance of those landscaped areas as described in the Exhibit A of the Agreement of Maintenance.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

**Section 1.** The County Administrator is hereby authorized to execute the "Agreement of Maintenance" with the Florida Department of Transportation ("Exhibit A") and the "Agreement of Maintenance" with the North Shores Improvement Association ("Exhibit B").

**Section 2.** A copy of this Resolution and the Maintenance Agreement shall be forwarded to the FDOT upon execution.

**Section 3.** The Clerk is authorized to record the Resolution, the Maintenance Agreement between the County and the FDOT, and the Agreement between the County and the NSIA in the public records of St. Johns County, Florida.

**PASSED AND ADOPTED**, by the Board of County Commissioners of St. Johns County, State of Florida, this 18<sup>th</sup> day of January, 2000.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By James E. Bryant  
James E. Bryant, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By Cheryl Strickland  
Deputy Clerk



AGREEMENT: Dated January \_\_\_\_, 2000  
Between: ST. JOHNS COUNTY [subject area: VILANO BEACH]  
And: STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**AGREEMENT OF MAINTENANCE  
ON THE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY**

This Agreement made and entered into this 25 Day of January 2000, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION and Component Agency of the State of Florida, hereinafter called the "Department" and ST. JOHNS COUNTY, STATE OF FLORIDA, hereinafter called the "Permittee".

Whereas, the Permittee has requested permission from the Department to

**LANDSCAPE AREAS IN THE DEPARTMENT'S RIGHT-OF-WAY IN VILANO BEACH (A) ALONG THE EAST SIDE OF COASTAL HIGHWAY (S.R. A1A) FROM BEACHCOMBER WAY ON THE NORTH TO THE END OF THE STATE RIGHT-OF-WAY INTERSECTING COUNTY RIGHT-OF-WAY ON THE SOUTH; AND (B) THE NORTH SIDE OF THE EASTERN EXIT RAMP OF THE USINA BRIDGE; AND (C) THE SOUTH SIDE OF THE EASTERN EXIT RAMP OF THE USINA BRIDGE,**

as shown on the Approved Drawing and Permit.  
Refer to State Project No. 8030-3546, Sheet No. 18


- (1) The Permittee will **LANDSCAPE AND MAINTAIN AS PRESCRIBED** by the attached approved plan, special conditions, special instructions and any addendums that may be attached to this Agreement of Maintenance. In no instance shall Permittee cut any trees that have a caliper diameter of four inches (4") or greater measured six (6") above the ground or cut or trim any vegetation planted pursuant to approved landscaping or beautification plan or cut any trees that were planted by the Department of Transportation. No vegetation shall be planted which shall upon maturity obscure any existing permitted or otherwise lawful outdoor advertising sign in the determination of the Department.
- (2) Before beginning any type construction or maintenance, the Permittee shall notify **Maria Clemencia Williams, P.E., FDOT St. Augustine Maintenance  
3600 D.O.T. Road, St. Augustine, FL 32095 (telephone: 904-825-5036)  
48 hours in advance of work.**
- (3) The Permittee shall notify the Maintenance Engineer within 20 working days of the completion of the project or performing any maintenance to request final inspection and approval.
- (4) The Department representative shall inspect said work and if it has been performed to his/her satisfaction according to the approved drawing, the work shall be accepted and a final acceptance letter shall be mailed to the Permittee within 20 working days after final acceptance.
- (5) The Permittee covenants and agrees that to the extent permitted by Florida law it will indemnify and hold harmless the Department or any and all employees from any claims, loss, damage, cost, charge or expense arising out of any act, action, neglect, or omission by the Permittee during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither Permittee nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to

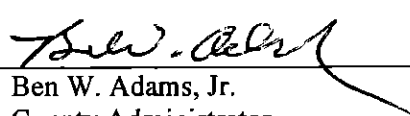
persons or property directly caused or resulting from sole negligence of the Department of any of its officers, agents or employees.

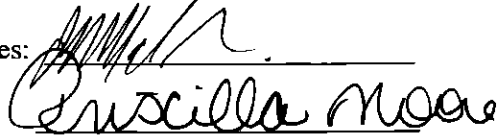
- (6) This Agreement of Maintenance pertains solely to landscaping of the subject areas, and specifically does not include mowing.
- (7) The Parties agree that the Florida Department of Transportation, District Two Secretary, or his designee shall decide all questions, difficulties and disputes of any nature whatsoever relating to the performance of this Agreement as between the Parties and his decision on all such claims, questions and disputes relating to the maintenance shall be final and conclusive upon the parties.
- (8) If the Department determines that described work is not being properly constructed, installed and/or maintained, the Department shall give written notice to the Permittee that the deficient items shall be corrected within 20 working days or this Agreement shall be terminated.
- (9) If not otherwise in default, this Agreement shall be renewed on a one (1) year basis from the date of the approval.
- (10) This Agreement may not be assigned or transferred by the Permittee in whole or in part without consent of the Department.
- (11) This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida.
- (12) All maintenance of traffic shall conform to the Department's Roadway and Traffic Design Standards, Index Number 600 series.
- (13) Any waste removed from FDOT Right-of-Way shall be transported and disposed of in a legal and appropriate manner.

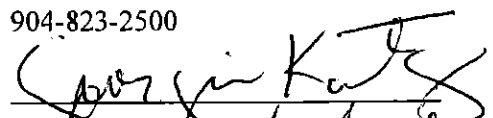
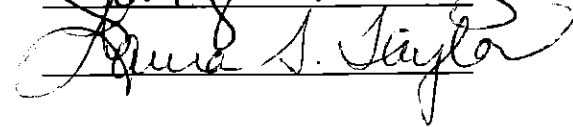
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

ST. JOHNS COUNTY  
STATE OF FLORIDA

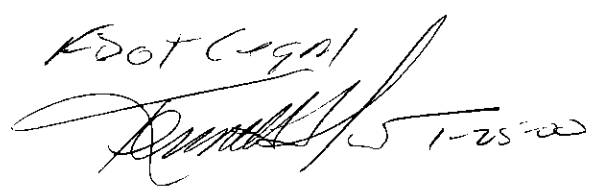
By:   
 R.E. Johns, P.E.  
 District Maintenance Engineer  
 P.O. Box 1089, Lake City FL 32056  
 32085  
 800-749-2967

By:   
 Ben W. Adams, Jr.  
 County Administrator  
 P.O. Drawer 349, St. Augustine, FL  
 904-823-2500

Witnesses:   
 Criscilla Moore

Project Manager :  
 Georgia Katz, St. Johns County Planning Department,  
 And Vilano Waterfronts Florida Program Manager,  
 P.O. Drawer 349, St. Augustine, FL 32085  
 904-823-2478, 2480

*Foot Legal*  
  
 1-25-00

**Subject:** ST. JOHNS COUNTY  
**Area:** VILANO BEACH on Department of Transportation Right-of-Way  
 At North and South Sides of Eastern Ramp of Usina Bridge  
 And Coastal Highway (S.R. A1A) at Exit Ramp at Gateway to Vilano Beach  
**Date of Agreement:** January 18, 2000

*Note: Date of Agreement, January 18, 2000, corresponds to the date of the St. Johns County Board of County Commission Resolution for formal approval of this Agreement by the County.*

The attached Plan Diagram outlines proposed landscape beds.  
 Landscaping in these beds will be done in Phases.  
 This Agreement will be for the beds as located on the Diagram.

Future Phases of landscaping planned will be as a result of timing of integration of other design criteria elements, including signage, of the proposed Vilano Beach Town Center District, as well as availability of landscape materials, and community resources, with support from the "Transportation for Livable Communities" policy of the Florida Department of Transportation.

Plantings will adhere to all Florida Department of Transportation requirements for landscaping within Right-of-Way with emphasis on xeriscape plantings and minimal maintenance. No planting in swales. Plants which fail or deteriorate will be removed. Planting will be at required setbacks except where low profile landscape material/mulch removes the need for mowing.

Phase I -- to be accomplished in January 2000 -- will plant approximately 30 cabbage palm trees. These palms are being made available to the community by St. Johns County from the Tillman Ridge Land Fill. The exact number will not be know until they are successfully dug from the site. These palms must be removed from the Land Fill before the end of January 2000, as the Land Fill has been closed and the area where the palms are located must be dozed and covered with soil by the end of January.

Additional landscaping is planned to be accomplished during the year 2000.

#### List of Approved Plantings

Cabbage palm (Sabal palmetto)	Liriope (Liriope muscari)
Oleander (Nerium oleander) (not near pedestrian areas)	Juniper (Juniperus conferta or similar)
Pampas grass (Cortaderia selloana)	Plumbago (Plumbago auriculata or sim.)
Yaupon holly (Ilex vomitoria)	Lantana (Lantana camera or similar)
Crinum lily (Crinum, spp.)	Beach sunflower (Healanthus debilis)
Coontie palm (Zamia pumila)	Blanket flower (Gaillardia pulchella)
Hibiscus (rosa sinensis)	

This project is part of the implementation of the Vision for Southern District Four approved by County Resolution in February 1999 and a partnership arrangement with North Shores Improvement Association, voice for this district area which became a Waterfronts Florida Community through designation by the Florida Department of Community Affairs in 1999.

**Subject:** ST. JOHNS COUNTY  
**Area:** VILANO BEACH on Department of Transportation Right-of-Way  
 At North and South Sides of Eastern Ramp of Usina Bridge  
 And Coastal Highway (S.R. A1A) at Exit Ramp at Gateway to Vilano Beach  
**Date of Agreement:** January 18, 2000

## PLAN DESCRIPTION

### General

Planting of Yaupon holly, hibiscus, pampas grass (and other approved plants) planted between palms.  
 Oleander for color where does vision not impeded and away from pedestrian area.  
 Plumbago, Lantana, Crinum for under 3.5 foot color.  
 Coontie, Liriope and Juniper for under 2 foot ground cover  
 Beach sunflower and Blanket flower for ground cover fill-in color.  
 Yaupon holly, pampas, oleander, liriope, etc. between palms

### ( a ) Right-of-Way – ON COASTAL HIGHWAY (S.R. A1A) – EAST SIDE OF HIGHWAY

In front of private fencing from Beachcomber Way on the North, South past driveways for # 2854 and # 2848 and ending at driveway for # 2842 Coastal Highway.

This area of ROW is considered as a single bed for landscaping purposes. The minimum depth of ROW here between curb and fence is approximately 8 feet, 8 inches. In future, this bed area will be landscaped to remove need for all mowing with ground cover. Vilano Beach community gateway signage will be located on one or both sides of the driveway for # 2854.

Phase I planting of palms, with holly, oleander, liriope, etc. interspersed, as follows:

- From Beachcomber Way to Driveway # 2854-- 14 to 15 palms , approximately 7 feet apart, with a group of 3 near the entrance of the driveway to act as a frame for future gateway sign.
- From Driveway # 2854 to Driveway # 2848-- Existing 3 foot Washingtonia Palm at edge of driveway will be relocated to allow for place for resident's trash collection pickup. Two cabbage palms (removing dead castor bean) will be planted between driveway and electric pole to fill in space between existing palms.
- From Driveway #2848 to Driveway # 2842 – 8 to 9 palms, planted approximately 7 feet apart, with some grouping where extra screening desired.
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### ( b ) Right-of-Way – NORTH SIDE OF EAST EXIT RAMP - USINA BRIDGE

Bed runs between private fence at #2873 Coastal Highway and sidewalk from bridge about 130 feet from setback at Coastal Highway. 3 cabbage palms planted in Phase I; yaupon holly planted later.

- Bed located at least 5 feet behind metal guard rail at end of bridge between sidewalk from bridge will contain 7 cabbage palms with pampas or medum elevation landscape. Will not be planted in January 2000.
- Bed (approximately 7 x 80 feet) behind sidewalk from bridge to screen trailer and mobile homes, 5 palms and hibiscus. Will not be planted in January 2000 unless palms available.

### ( c ) Right-of-Way – SOUTH SIDE OF EAST EXIT RAMP - USINA BRIDGE

- Bed (kidney shape, approximately 15 x 50 feet ) located approximately 190 to 240 feet from edge of Coastal Highway and approximately 46 feet from exit ramp traffic lane, just behind stormwater swale. (Behind North A1A sign). Remainder of cabbage palms from Land Fill in January 2000 (or 7 palms later) plus 7 oleander and pampas grass.
- Bed located at least 5 feet behind metal guard rail at end of bridge will contain 7 cabbage palms and 12 pampas. Will not be planted January 2000.
- "Garden Club" bed, approximately 7 x 50 feet, located approximately 44 feet from exit ramp roadway edge (50 feet from travel lane) behind stormwater swale, 20 feet from Coastal Highway. Height of planting 40" or less. Will not be planted in January 2000.

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MILANO BEACH

ST. JOHNS COUNTY

January 2000



Location (A) EAST SIDE OF COASTAL HIGHWAY AT END OF USINA BRIDGE RAMP

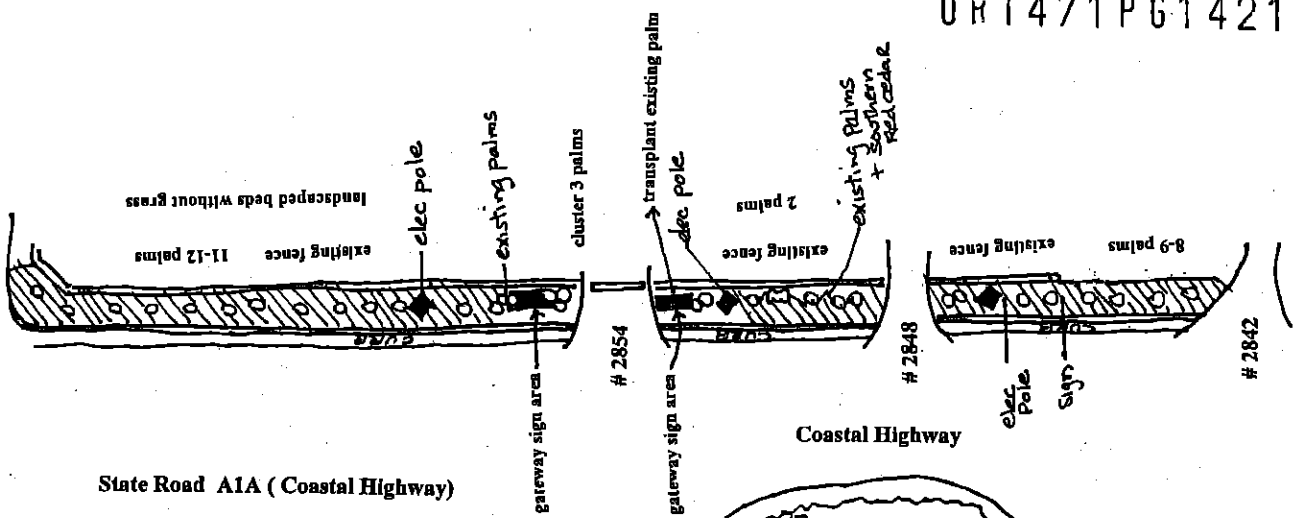


Location (B) NORTH SIDE OF EAST EXIT RAMP OF USINA BRIDGE



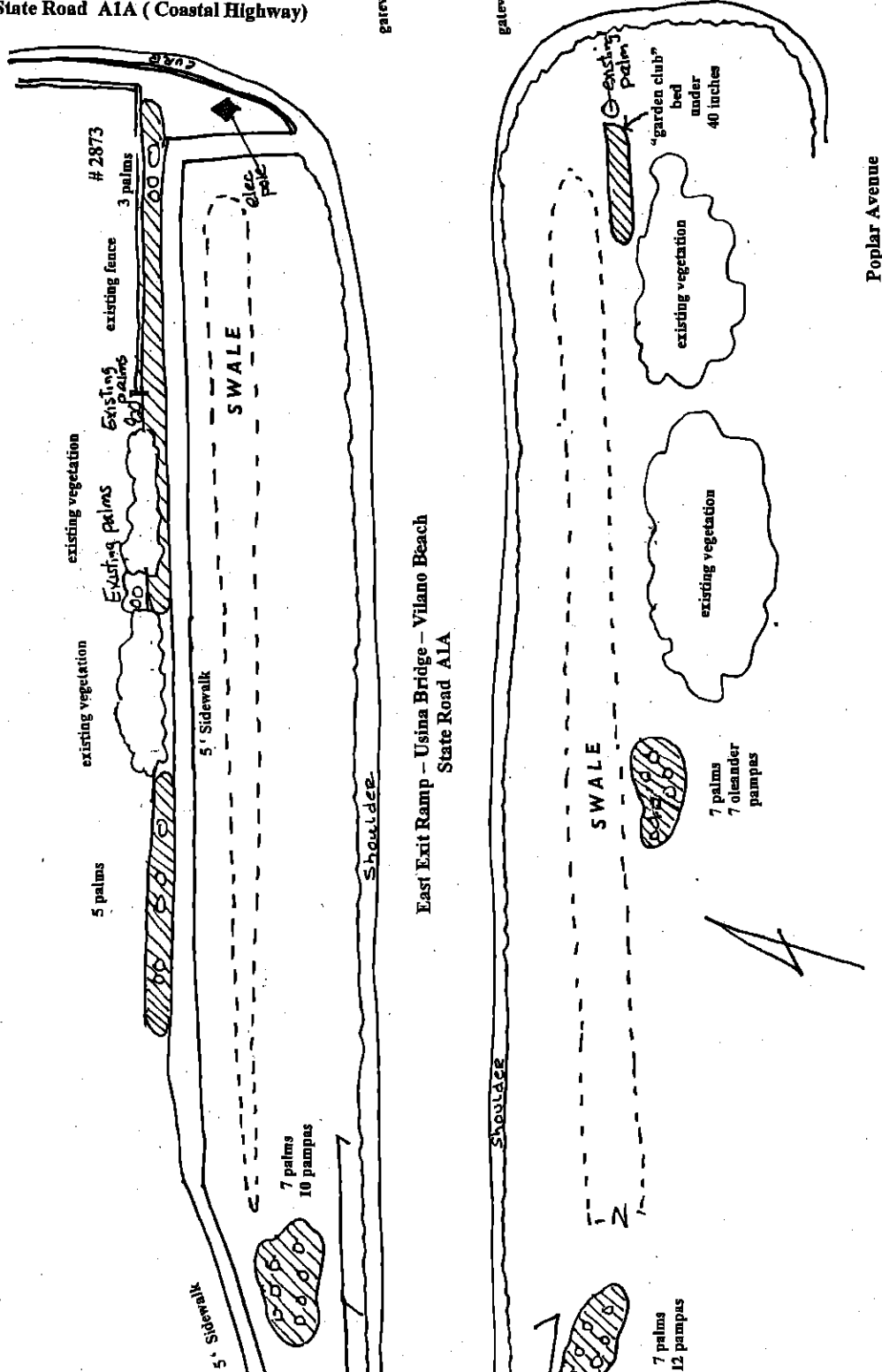
Location (C) SOUTH SIDE OF EAST EXIT RAMP OF USINA BRIDGE

Beachcomber Way



State Road A1A (Coastal Highway)

Coastal Highway



East Exit Ramp - Usina Bridge - Vilano Beach  
State Road A1A

Poplar Avenue

GATEWAY TO VILANO BEACH LANDSCAPE PLAN  
January 2000

Scale : 1" = 40'



AGREEMENT DATED January 19, 2000  
BETWEEN: NORTH SHORES IMPROVEMENT ASSOCIATION  
AND: ST. JOHNS COUNTY, FLORIDA

**AGREEMENT OF LANDSCAPING AND MAINTENANCE  
ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY**

This Agreement is made and entered into this 19 Day of January 2000 by and between NORTH SHORES IMPROVEMENT ASSOCIATION ("NSIA"), a Florida non-profit corporation, and ST. JOHNS COUNTY, FLORIDA ("COUNTY"), attendant to execution of Agreement between ST. JOHNS COUNTY and THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT").

Whereas, NSIA has been the voice of Southern District Four since 1939, has completed its Visioning Process approved by Resolution in February 1999, and has entered into a partnership arrangement with the County for implementation of that Vision as a Waterfronts Florida Community in 1999; and

Whereas, NSIA wishes to implement the Vision for Southern District 4 by creation of and beautification of a Gateway to Vilano Beach and its Town Center District; and


Whereas, the area for the Gateway lies within the State of Florida Department of Transportation Right-of-Way, and landscaping of that area is an important part of the Gateway; and

Whereas, the Florida Department of Transportation requires a Maintenance Agreement for the Right-of-Way executed by the County.

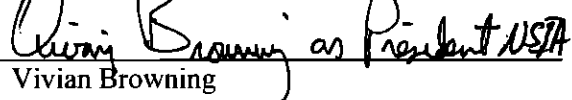
- (1) The NSIA Agrees to be responsible for landscaping and planting of designated landscape beds within the Right-of-Way defined as the Gateway to Vilano Beach (a) along the East Side of Coastal Highway (S.R. A1A) from Beachcomber Way on the North to the End of the State Right-of-Way Intersecting County Right-of-Way on Coastal Highway on the South to the Driveway at # 2842 Coastal Highway; (b) the North Side of the Eastern Exit Ramp of the Usina Bridge; and (c) the South Side of the Eastern Exit Ramp of the Usina Bridge, as indicated in the Agreement of Maintenance between St. Johns County and the State of Florida Department of Transportation dated January 18, 2000.
- (2) The NSIA shall landscape and maintain as prescribed by the Approved Plan, special conditions and instructions and addendums attached to the Agreement of Maintenance between the County and the FDOT. In no instance shall the NSIA cut any trees that have a caliper diameter of four inches (4") or greater measured six inches (6") above the ground or cut or trim any vegetation planted pursuant to approved landscaping or beautification plan or cut any trees that were planted which shall upon maturity obscure any existing permitted or otherwise lawful sign in the determination of the FDOT.
- (3) The NSIA Agrees to be responsible for maintenance of landscaped beds listed in (1) above, including watering-in after planting.
- (4) Maintenance of landscaped beds does not include mowing, as this requires specialized equipment and resources beyond the capability of NSIA.
- (5) The NSIA will be responsible for removal and replacement of plantings which fail or deteriorate.

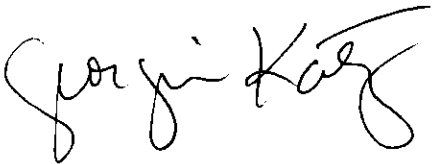
- (6) The NSIA covenants and agrees that to the extent permitted by Florida law it will indemnify and hold harmless the County or any and all employees from any claims, loss, damage, cost, charge or expense arising out of any act, action, neglect, or omission by the NSIA during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither NSIA nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from sole negligence of the County of any of its officers, agents or employees.
- (7) NSIA shall, within seven (7) days of the effective date of this Agreement, obtain general liability insurance covering its activities pertaining to and relating to this Agreement in the minimum amounts of One Million (\$1,000,000) dollars.
- (8) Either party may terminate this Agreement for any reason with thirty (30) days written notice to the other party. The County may terminate this Agreement at any time if it reasonably determines that NSIA has failed to perform its obligations under this Agreement. After termination, the County may require that NSIA return the subject property back to its condition as it existed on January 11, 2000.
- (9) The terms of this Agreement is perpetual except as it may be terminated in accordance with paragraph 8 above.
- (10) The NSIA shall be responsible for Safe Dig flagging of Utilities prior to digging, including Sunshine (800-432-4770 for FPL, Bell South, Time Warner Cable), North Beach Utilities water and sewer (824-1806, Jackie Conahy), and St. Johns County Traffic Signals (823-2658, 540-6633, Richard Reid).
- (11) The NSIA shall be responsible for notifying the FDOT (Maintenance Engineer, FDOT St. Augustine Maintenance, 3600 D.O.T. Road, St. Augustine, FL 32095, 904-825-5036, Maria Williams, P.E.) before beginning construction 48 hours in advance of work.
- (12) The NSIA shall notify the FDOT Maintenance Engineer within 20 working days of the completion of the project or performing any maintenance to request final inspection and approval.
- (13) NSIA agrees to correct any deficiencies if the work is not properly constructed, installed or maintained as determined by St. Johns County or by the FDOT, the deficient items shall be corrected within 20 working days of notification.
- (14) This Agreement may not be assigned or transferred by NSIA in whole or in part without consent of St. Johns County.
- (15) This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida.

ST. JOHNS COUNTY  
STATE OF FLORIDA

By:   
Ben W. Adams, Jr.  
County Administrator  
P.O. Drawer 349  
St. Augustine, FL 32085

NORTH SHORES IMPROVEMENT ASSOCIATION  
ST. JOHNS COUNTY, Southern District Four

By:   
Vivian Browning  
President  
40 Beachcomber Way  
St. Augustine, FL 32095

Witness: 



Project Manager:  
Georgia Katz, St. Johns County Planning Department,  
Vilano Waterfronts Florida Program Manager,  
P.O. Drawer 349, St. Augustine, FL 32085