



**MEMORANDUM**

**To: The Honorable Mayor and Members of the City Council**

**From: James L. Gillis, Jr., City Manager**

**Re: Resolution No. 2022-19 Approving a Maintenance Agreement with the Florida Department of Transportation for the St. John's River to Sea Loop Trail (Palmetto Avenue from Ridge Boulevard to Beville Road)**

**Date: September 7, 2022**

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The Florida Department of Transportation (FDOT) indicated that they will begin the construction of the St. John's River to Sea Loop Trail (SunTrail) at the beginning of next year. The project involves replacing the existing sidewalk on the east side of Palmetto Avenue with a twelve-foot wide shared use path from Ridge Boulevard to Beville Road.

To facilitate the project, the FDOT is requiring that the City maintain the new path once it is constructed. The path will be constructed of concrete just like our City-standard sidewalks, so this request is not out of the ordinary.

Attached is Resolution No. 2022-19 approving of the maintenance agreement. The maintenance agreement has been attached to the Resolution for review. You will notice in Exhibit A Scope of Services that staff has stricken a portion of the maintenance limits. The reason for this is that the stricken segment is located in the City of Daytona Beach for which they are capable of performing the maintenance there.

Since the maintenance responsibilities will be no different than our regular routine maintenance we perform on our own sidewalks, staff is recommending approval of Resolution No. 2022-19 as written.

**RESOLUTION NO. 2022-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA, APPROVING A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) MAINTENANCE AGREEMENT FOR THE ST. JOHN’S RIVER TO SEA LOOP TRAIL, PALMETTO AVENUE FROM RIDGE BOULEVARD TO BEVILLE ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ASSOCIATED DOCUMENTS RELATED TO THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation and City of South Daytona desire to facilitate the St. John’s River to Sea Loop Trail Palmetto Avenue from Ridge Boulevard to Beville Road; and

**WHEREAS**, the State of Florida Department of Transportation has requested City of South Daytona to execute and deliver to the State of Florida Department of Transportation a Maintenance Agreement for the aforementioned project, FPN 439865-2-52-01; and

**WHEREAS**, the City Council of the South Daytona determines this project is in the best interest of the citizens of South Daytona.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA:**

**Section 1.** James L. Gillis, Jr., City Manager of the City of South Daytona is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation a Maintenance Agreement for the aforementioned project, FPN 439865-2-52-01.

**THIS RESOLUTION APPROVED ON FIRST AND ONLY READING** this 12<sup>th</sup> day of September 2022 by the City Council of the City of South Daytona, Florida.

**CITY OF SOUTH DAYTONA, FLORIDA**

\_\_\_\_\_  
William C. Hall, Mayor

ATTEST: \_\_\_\_\_  
James L. Gillis Jr, City Manager

APPROVED AS TO FORM AND LEGALITY:  
  
\_\_\_\_\_  
Wade C. Vose, City Attorney

**MAINTENANCE MEMORANDUM OF AGREEMENT  
FOR OFF SYSTEM MULTI-USE TRAIL PROJECT**

**Between**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
("DEPARTMENT")**

**and**

**THE CITY OF SOUTH DAYTONA  
("LOCAL GOVERNMENT")**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive agency of the State of Florida, hereinafter called the "DEPARTMENT," and the CITY OF SOUTH DAYTONA, a municipality incorporated under the laws of the State of Florida, hereinafter called the "LOCAL GOVERNMENT."

**WITNESSETH**

**WHEREAS**, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete various projects included in the DEPARTMENT'S Work Program; and

**WHEREAS**, included in the DEPARTMENT'S Work Program is Project Financial Management Number 439865-2-52-01 (St. John's River to Sea Loop Trail Palmetto Avenue from Ridge Boulevard to Beville Road) located in South Daytona, Florida, hereinafter referred to as the "Project", some, or all of which, is not on the State Highway System; and

**WHEREAS**, the parties hereto agree that it is in the best interest of the DEPARTMENT and of the LOCAL GOVERNMENT for the DEPARTMENT to act on behalf of the LOCAL GOVERNMENT in completing all aspects of any portion of the Project not on the State Highway System, including, but not necessarily limited to (1) design; (2) acquisition of real property through voluntary acquisition to complete this Project as authorized by §336.467, Florida Statutes; and (3) constructing the Project through its completion, and (4) providing Construction Engineering Inspection (CEI) as necessary for the Project; and

**WHEREAS**, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made apart hereof, has authorized its officers to execute this AGREEMENT on its behalf and to formally commit to permanent, perpetual maintenance of the Multi Use Trail Project.

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follow.

1. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Construction Plans and Specifications of F.P.I.D. #439865-2-52-01, for the useful life of the

Multi-Use Trail Project, according to the DEPARTMENT standards, which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time.

2. Maintenance items to be maintained by the LOCAL GOVERNMENT shall include, but not be limited to: vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, aesthetic features, and all other features of the Multi-Use Trail Project. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, mow, sweep, edge and provide weed control along the Multi-Use Trail Project corridor on **East side of South Palmetto Avenue from Ridge Boulevard to Beville Road and on North side of Beville Road connecting to the existing trail on the West side of South Palmetto Avenue**. The LOCAL GOVERNMENT shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards or higher and all irrigation systems in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.
3. The Parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review by the Department. Upon completion of the Multi-Use Trail Project, the Parties shall amend this Agreement to attach the latest version of the construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by Recipient. The Recipient approves and delegates to Public Works Director, the authority to enter into an amendment of this Agreement to attach the latest version of the construction plans as described above. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the latest construction plans.
4. The LOCAL GOVERNMENT shall pay utility bills for lighting, signals, and irrigation associated with the Multi-Use Trail Project.
5. The LOCAL GOVERNMENT shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are addressed.

6. When the Multi-Use Trail Project is at the end of its useful life, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.
7. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.
8. The DEPARTMENT may require the LOCAL GOVERNMENT to remove the Multi-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the DEPARTMENT determines: (a) the Multi-Use Trail Project or project feature is not constructed or maintained in accordance with Section 1. of this Agreement, or (b) the LOCAL GOVERNMENT breaches a material provision (as determined by the DEPARTMENT) of this Agreement. Removal and restoration shall be completed by the LOCAL GOVERNMENT within 60 days of the DEPARTMENT'S written notice, or such time as the DEPARTMENT and the LOCAL GOVERNMENT mutually agree in writing. Removal and restoration shall be completed by the LOCAL GOVERNMENT in accordance with DEPARTMENT standards. Should the LOCAL GOVERNMENT fail to complete the removal and restoration work, the DEPARTMENT may complete the removal and restoration at the LOCAL GOVERNMENT'S sole cost and expense and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such removal and restoration.
9. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates exhibited, by the signatures below.

**SOUTH DAYTONA,  
FLORIDA**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Director of Transportation Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)  
Executive Secretary

LOCAL GOVERNMENT Legal Review:

DEPARTMENT Legal Review:

By: \_\_\_\_\_

By: \_\_\_\_\_

*The remainder of this page is intentionally left blank.*

Exhibit “A”  
SCOPE OF SERVICES

St. Johns River to Sea Loop Trail is to be constructed on the east side of South Palmetto Avenue from Ridge Boulevard to Beville Road; ~~then along the north side of Beville Road connecting to the existing trail on the west side of South Palmetto Avenue.~~

Exhibit “B”  
CONSTRUCTION PLANS

The Contract Plans for the construction of Department Project # 439865-2-52-01, are identified herein by attaching the cover sheet of said plans and by such, the entire set of Contract Plans are incorporated by reference.

**CONTRACT PLANS COMPONENTS**

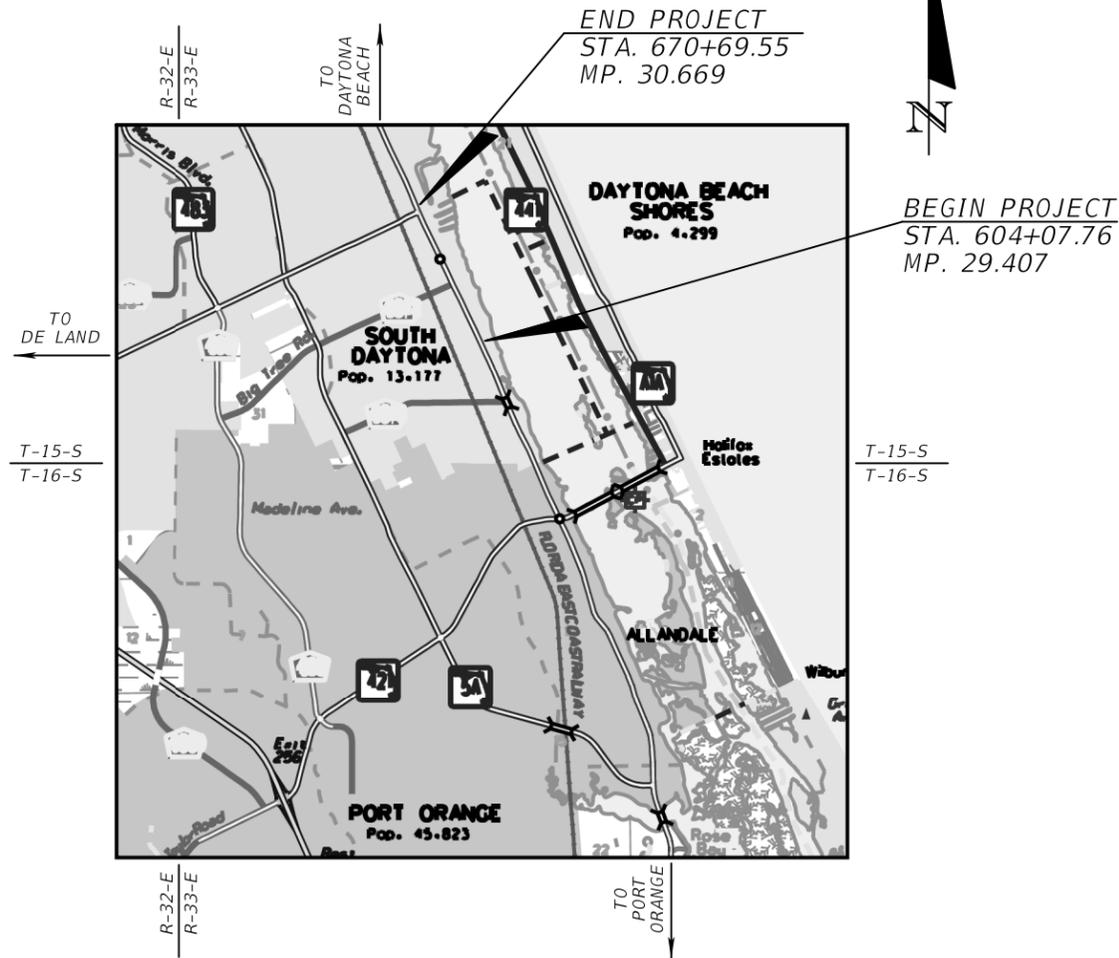
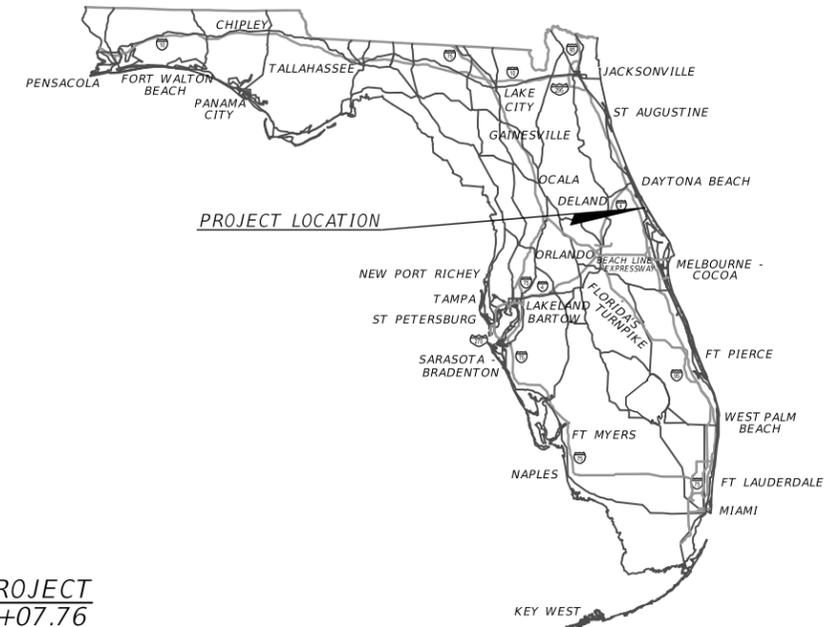
ROADWAY PLANS  
SIGNING AND PAVEMENT MARKING PLANS

**INDEX OF ROADWAY PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTION
5	SUMMARY OF DRAINAGE STRUCTURES
6	OPTIONAL MATERIALS TABULATION
7	PROJECT LAYOUT
8	CURVE & COORDINATE DATA
9 - 10	PROJECT NETWORK CONTROL
11	GENERAL NOTES
12 - 24	ROADWAY PLAN
25 - 30	DRAINAGE STRUCTURES
31	TRAIL SOIL SURVEY
32 - 98	CROSS SECTIONS
99 - 100	STORMWATER POLLUTION PREVENTION PLAN
101 - 105	EROSION CONTROL PLAN
106 - 110	TEMPORARY TRAFFIC CONTROL PLAN
111 - 123	UTILITY ADJUSTMENTS
UTV-1	VERIFIED UTILITY LOCATE SHEET
124 - 137	SELECTIVE CLEARING & GRUBBING
SQ-1 - SQ-26	SUMMARY OF QUANTITIES

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
**CONTRACT PLANS**

FINANCIAL PROJECT ID 439865-2-52-01  
SJR2C LOOP TRAIL - SOUTH PALMETTO AVENUE  
FROM RIDGE BOULEVARD TO BEVILLE ROAD  
VOLUSIA COUNTY



PHASE IV  
JULY 11, 2022

**ROADWAY PLANS  
ENGINEER OF RECORD:**

HENRI V. BELROSE, P.E. NO.: 56761  
WGI, INC.  
800 N. MAGNOLIA AVENUE  
SUITE 1750 ORLANDO, FL 32803  
(407) 581-1221  
CONTRACT NO.: E1R18  
VENDOR NO.: F650271367001

**FDOT PROJECT MANAGER:**

CHALE FISCHER

**GOVERNING STANDARD PLANS:**

Florida Department of Transportation, FY2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs:

**GOVERNING STANDARD SPECIFICATIONS:**

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	23	1

Exhibit "C"  
AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.