

RESOLUTION NO. _____

PROPOSED RESOLUTION NO. 25-005

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKELAND, FLORIDA RELATING TO TRANSPORTATION; AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SOUTH FLORIDA AVENUE ROAD RECONSTRUCTION PROJECT FROM ARIANA STREET TO LIME STREET; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Lakeland wishes to enter into a Memorandum of Understanding (“MOU”) with the Florida Department of Transportation (“FDOT”) for the South Florida Avenue (State Road 37) road reconstruction project from Ariana Street to Lime Street (“the Project”); and

WHEREAS, the Project will include the removal of traffic separators on S. Florida Avenue and the establishment of a three-lane typical roadway section with 11-foot-wide travel lanes, an 11-foot-wide two-way left turn lane, type F curb and gutter, and 11.5-foot-wide sidewalks along both sides of the roadway; and

WHEREAS, the Project will also replace the existing signal systems, replace the existing drainage infrastructure, upgrade corridor lighting, address several ADA issues, and introduce hardscaping/landscaping features into the corridor; and

WHEREAS, pursuant to the attached MOU, the City of Lakeland will fund and manage the design phase of the Project, subject to FDOT approval, and will contribute the funds necessary for constructing any requested aesthetic features

which are not normally included in a typical FDOT road reconstruction project, such as landscaping, hardscape improvements and decorative lighting; and

WHEREAS, the City of Lakeland will manage the construction phase of the Project but will be reimbursed by FDOT for the costs of all items which are typically included within a State highway reconstruction project, as well as construction engineering and inspection (CEI) services, and FDOT will also be responsible for the funding and acquisition of any necessary right-of-way for the Project; and

WHEREAS, the City and FDOT will enter into a Joint Participation Agreement following the execution of the MOU more specifically providing for the transfer of funds from FDOT to the City for the construction and CEI costs of a typical State road reconstruction project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKELAND, FLORIDA:

SECTION 1. The foregoing findings are true and correct and are hereby adopted and made a part hereof.

SECTION 2. The City Commission of the City of Lakeland does hereby approve the attached Memorandum of Understanding between the Florida Department of Transportation and the City of Lakeland for Financial Project No. 444627-3 and authorizes H. William Mutz, Mayor of the City of Lakeland, to execute and submit the MOU to the Florida Department of Transportation on behalf of the City of Lakeland.

SECTION 3. A certified copy of this Resolution shall be forwarded to the State of Florida Department of Transportation.

SECTION 4. This Resolution shall take effect immediately upon passage.

PASSED AND CERTIFIED AS TO PASSAGE this 3rd day of February,
A.D. 2025.

H. WILLIAM MUTZ, MAYOR

ATTEST: _____
KELLY S. KOOS, CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: _____
PALMER C. DAVIS
CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DEPARTMENT
OF TRANSPORTATION AND CITY OF LAKELAND**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, “MOU”) by and between the Department of Transportation, an agency of the State of Florida, (hereinafter, “DEPARTMENT”) and the City of Lakeland, a political subdivision of the State of Florida, (hereinafter, “CITY”). The DEPARTMENT and CITY are sometimes collectively referred to herein as “Parties” and individually as “Party.”

WITNESSETH

WHEREAS, the CITY has prepared concept drawings with associated design, construction, and Construction Engineering and Inspection (hereinafter, “CEI”) cost estimates for FPID 444627-3: State Road 37 (South Florida Avenue) from Ariana Street to Lime Street (hereinafter, the “Project”); and

WHEREAS, the Project will establish a three (3)-lane typical section roadway with eleven-foot (11’) wide travel lanes, type F curb and gutter and an expanded sidewalk (11’-12’) wide with hardscape and landscape features on each side of the road; and

WHEREAS, the CITY has committed to fund and manage the design for the Project and believes that ongoing coordination will be critical to the successful delivery of the design phase; and

WHEREAS, in order to facilitate such ongoing coordination, the CITY requests that a DEPARTMENT project contact be assigned for coordination with the CITY’s project team; and

WHEREAS, the CITY, by Resolution dated the ____ day of _____, 2025, a copy of which is attached hereto and made a part hereof as EXHIBIT “A”, has authorized the Mayor or Designee to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the Parties agree to the following:

DEPARTMENT RESPONSIBILITIES

1. The DEPARTMENT shall review and provide comments of each design submittal and provide approval of the final design, at the DEPARTMENT’s sole discretion.
2. The DEPARTMENT shall provide the design survey and pavement evaluation report to the CITY.
3. The DEPARTMENT shall pay to replace, within the project limits, the existing vitrified clay pipe storm sewer and associated drainage structures, with the typical,

standard materials utilized in state road projects; the materials utilized will be at the discretion of the DEPARTMENT.

4. The DEPARTMENT shall pay for the replacement, within the project limits, of the affected signal systems and associated infrastructure with the typical, standard materials utilized in state road projects; the materials utilized will be at the discretion of the DEPARTMENT.
5. The DEPARTMENT has included this project within the Tentative Work Program for construction beginning in fiscal year 2030. However, subject to financial availability, and in coordination with the CITY, the DEPARTMENT may elect to advance this project to an earlier fiscal year.
6. The DEPARTMENT shall provide assistance to the CITY on access management issues. The DEPARTMENT shall assist the CITY by reviewing all necessary exhibits, notification letters on DEPARTMENT letterhead, design summaries, and any other applicable documents. The DEPARTMENT and the CITY shall work together to participate in all property owner meetings regarding all access management issues related to the Project. The CITY and the DEPARTMENT shall both work together and participate in any subsequent court proceedings involving access management issues related to this Project. The DEPARTMENT has final authority regarding access management issues, including driveway closures and modifications.
7. The DEPARTMENT shall provide a utility point of contact who will provide the CITY guidance with utility coordination and associated processes.
8. The DEPARTMENT shall provide right-of-way acquisition services and a boundary survey for the parcel(s) identified by the CITY during the design phase of the Project. The DEPARTMENT will pay for and acquire the parcel(s) in the DEPARTMENT's name.
9. The DEPARTMENT shall provide environmental surveys and supporting documents needed for the DEPARTMENT to execute an environmental certification(s) for the Project.
10. The DEPARTMENT shall draft the Post Project Maintenance Agreement for decorative features, hardscaping, landscaping, and other special requests which shall be paid for by the CITY.
11. Subject to state allocation within the applicable fiscal year budget, the DEPARTMENT shall reimburse the CITY for construction and CEI costs associated with the typical, standard reconstruction of a state road project, in accordance with the terms of a Joint Partnership Agreement ("JPA") to be executed by the Parties as per paragraph 2, page 4 of 6, below.

12. The DEPARTMENT shall fund all construction change orders which are not specifically associated with a design error by the CITY or a special feature requested by the CITY which would not usually be incorporated into a typical state road reconstruction project.

CITY RESPONSIBILITIES

1. The CITY shall procure a design consultant and fund the design of the Project.
2. The CITY shall be responsible for the costs of special features and other special requests made by the CITY beyond the typical, standard reconstruction of a state road project. Special features are additions which the DEPARTMENT agrees would not be incorporated into a typical state road reconstruction project. Special features will be inserted into design plans and constructed at the sole discretion of the DEPARTMENT. Special feature costs include, but are not limited to landscaping, decorative features, non-standard lighting, and hardscape features.
3. The CITY shall provide public involvement and engagement for the Project to the DEPARTMENT's satisfaction.
4. The CITY shall coordinate with the DEPARTMENT for design submittal reviews and produce the Project using current DEPARTMENT criteria and specifications.
5. The CITY shall provide support for the DEPARTMENT's environmental efforts identified in paragraph 9 of page 2 of this MOU. The CITY will provide plan exhibits or design data to support any environmental documents prepared by the DEPARTMENT.
6. The CITY shall provide utility coordination, utility work schedules, and utility certification for all utilities located within the Project limits. The CITY shall fund utility relocations associated with any special requests made by the CITY which the DEPARTMENT considers to be beyond what is necessary to complete this project according to the DEPARTMENT's typical design standards.
7. The CITY shall provide a Subsurface Utility Engineering ("SUE") data needed to support the utility coordination activities during the design phase of the Project.
8. The CITY shall, with the assistance of the DEPARTMENT, draft and send notification letters on DEPARTMENT letterhead concerning access management and the modification of driveways as applicable to the state road system. The CITY shall send all necessary exhibits, notification letters, design summaries and any other applicable documents to the DEPARTMENT for review. The CITY and the DEPARTMENT shall be responsible for meeting with property owners regarding all access management issues related to the Project. The CITY and the

DEPARTMENT shall work together and participate in any subsequent court proceedings involving access management issues related to this Project.

9. The CITY shall provide preliminary right-of-way requirements and applicable exhibits to the DEPARTMENT. The CITY shall define final right-of-way requirements during the design phase and participate, in partnership with the DEPARTMENT, in any necessary court proceedings connected to any property takings necessary to complete this Project. The CITY's financial participation in court proceedings shall be limited to paying its design consultant's fees and costs to serve as an expert witness. The DEPARTMENT shall be responsible for any award of compensation, fees, and costs to property owners, and for the fees and costs of the DEPARTMENT's attorneys and consultants.
10. The CITY shall enter into a Post Project Maintenance Agreement to be provided by the DEPARTMENT for the maintenance of decorative features, hardscaping, landscaping, and other special requests made by the CITY.
11. The CITY shall provide all railroad, utility and right-of-way certifications for the Project.
12. The CITY shall procure a prime contractor, construct the Project, and coordinate with the DEPARTMENT during all phases of construction through final walkthrough and final acceptance.
13. The CITY will fund construction change orders which are solely associated with a design error by the CITY or a special feature requested by the CITY which would not usually be incorporated into a typical state road reconstruction project.

GENERAL PROVISIONS

1. This MOU incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this MOU that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document and executed by both Parties.
2. The PARTIES agree to enter into a future Joint Participation Agreement ("JPA"), after the execution of this MOU, for the transfer of funds from the DEPARTMENT to the CITY for the construction and CEI costs for the typical, standard reconstruction of a state road project in accordance with the parameters identified

within this MOU. The JPA shall be the standard DEPARTMENT JPA which includes: a requirement for the CITY to follow its standard bid procedures to hire contractors; a requirement for the CITY and its contractor(s) to indemnify the DEPARTMENT and a requirement for the CITY to require its contractor(s) to carry insurance at an amount set by the DEPARTMENT. The CITY agrees that the DEPARTMENT's standard JPA terms are acceptable. The JPA may add and incorporate various terms of this MOU, if applicable and as agreed to by the PARTIES.

3. This MOU is for a fixed term, commencing on the effective date and ending automatically upon the execution of the JPA.

IN WITNESS WHEREOF, the CITY has caused this MOU to be executed on its behalf, by the Mayor or authorized Designee, and the DEPARTMENT has caused this MOU to be executed on its behalf through its District Secretary or authorized Designee. This MOU shall become effective on:

DEPARTMENT to enter date

CITY:

City of Lakeland, a Florida municipal corporation

By: _____
H. William Mutz, Mayor

Date: _____

ATTEST: _____, _____

By: _____
Kelly S. Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
Palmer C. Davis, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

EXECUTIVE SECRETARY (SEAL)

BY: _____
DISTRICT SECRETARY OR DESIGNEE
DISTRICT ONE

PRINT NAME DATE

PRINT NAME DATE

DEPARTMENT LEGAL REVIEW:
BY: _____ DATE