

RIGHT-OF-WAY MAINTENANCE AGREEMENTS

POLICY NO. 19-10

PURPOSE:

The rights-of-way on county-maintained roadways are governed by Section 24-3 of the Hernando County Code of Ordinances which establishes procedures for rights-of-way utilization in Hernando County.

To meet its obligation to maintain public property and to encourage cooperative efforts to enhance the beauty of Hernando County rights-of-way.

DEFINITIONS:

- A. Rights-of-way – as used in this policy, rights-of-way means any non-paved area next to a County roadway or publicly owned property.
- B. Right-of-way maintenance – as used in this policy, right-of-way maintenance means the ordinary mowing, bush-hogging, removal of dead trees, fertilizing, watering, trimming, edging, litter removal, sodding, seeding or other activity to keep county property neat in appearance and free from obstructions and/or safety hazards.
- C. Homeowners Group – as used in this policy, Homeowners Group means any not-for-profit and/or community organization identified as having responsibility for the appearance, enforcement of deed restrictions and/or improvement of a neighborhood, subdivision, or community.

POLICY:

Hernando County has selected two (2) methods for Homeowners Group to beautify and maintain rights-of-way subject to the conditions listed below.

Method 1.

Homeowners Group prefers to perform and pay for all maintenance at a higher level on selected county rights-of-ways.

Hernando County may reimburse the Homeowners Group quarterly for costs the county would incur for the county's normal level of maintenance on the county rights-of-way.

Hernando County will determine the cost and level of service based on equivalent areas of county maintenance. Equivalent areas will be determined by Hernando County.

Method 2.

Hernando County and the Homeowners Group will participate in beautification of the selected rights-of-way through separate agreements and/or negotiations, including but not

limited to, public/private partnerships.

Conditions.

1. Landscaping shall be installed and maintained in accordance with the Florida Department of Transportation's Rule 14-40 and Roadway and Traffic Design Standards, Index No. 546, and Hernando County Landscaping Guidelines.
2. Homeowner Groups shall facilitate the development of healthy vegetation and an aesthetically pleasing site, while at the same time pruning and/or trimming parts thereof which could present a visual hazard for those using the roadway.
3. While performing maintenance or construction activities, basic principles and minimum standards for all traffic maintenance activities will be in accordance with the current edition of the Index of Roadway and Traffic Design Standards and the Manual of Uniform Traffic Control Devices.
4. The applicant or applicant's contractor shall notify the County Engineer twenty-four (24) hours in advance of any landscape construction.
5. Applicant understands that landscaping may have to be removed, relocated, etc., during roadway construction or modifications, and that such relocation or replacement of landscaping will be done at applicant's expense. The county agrees to notify the applicant sixty (60) days in advance of such modifications.
6. Homeowners Group are free to approach local business firms and solicit a fair price for the landscaping (as needed) and maintenance of each median and/or right-of-way. A sign may be erected pursuant to Condition 7 below, at applicant's expense, with the name of the sponsor of a particular median and/or right-of-way, and present said plan to the county for approval.
7. Sponsorship signs may be placed at the site of the donated landscaping, acknowledging the sponsor of the landscaping. The sign shall be constructed of wood or plastic, 18" X 24" in size. The sign shall be erected on a 4" X 4" break-away wooden post, with the bottom of the sign to be placed just above the height of the foliage. The sign shall be placed 2" minimum from face of curb to inside edge of sign panel.
8. Applicant agrees to undertake a standardized written grounds maintenance agreement between Hernando County and the Homeowners Group for maintenance of rights-of-way. Said standardized agreement may be revised by the Hernando County Legal Department on an as-needed basis. Said agreements shall be executed by the Public Works Director or County Engineer.
9. Applicant agrees the County Engineer shall decide any disagreements and/or disputes regarding any aspect of the grounds maintenance agreement, with his/her decision on any such matters to be binding and final.

10. The grounds maintenance agreement may be terminated by either party with thirty (30) days notification.

Adopted: July 24, 2001
Amended: July 24, 2012
Amended: February 24, 2015