

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPARTMENT MEMORANDUM

• • • • •
A CITY FOR ALL AGES

TO: Gregory J. Oravec, City Manager

THROUGH: Daniel Holbrook, AICP, Director of Planning & Zoning Department *Abb*

FROM: Thresiamma Kuruvilla, Planner *TK*

DATE: March 29, 2012

SUBJECT: P11-118 Landscape Plan and Agreement
Lake Charles @ SLW/Crosstown Parkway

The subject project proposes to enhance the landscaping along the Crosstown Parkway to provide additional buffering and insulation for the residents living within Lake Charles. As the proposed landscape enhancement occupies both Lake Charles property and the City's property (Crosstown Parkway berm), an agreement between both parties is required. The attached agreement was prepared by the City's Legal Department and has been signed by the Lake Charles HOA. Please add this project - Landscape Plan and Agreement under New Business on the April 9, 2012 City Council meeting.

cc: Azlina Goldstein, Assistant City Attorney

CITY OF PORT ST. LUCIE, FL - CITY COUNCIL

AGENDA ITEM REQUEST

MEETING: *REGULAR* X *SPECIAL* _____

DATE: *APRIL 9, 2012*

ORDINANCE _____ *RESOLUTION* _____ *MOTION* X *PUBLIC HEARING* _____

ITEM: (P11-118) Landscape Plan and Agreement
 Lake Charles @ SLW/Crosstown Parkway

RECOMMENDED ACTION:

The Site Plan Review Committee reviewed this project on January 11, 2012 and unanimously recommended conditional approval.

EXHIBITS:

- A. Staff Report
- B. Support Materials

SUMMARY EXPLANATION/BACKGROUND INFORMATION:

The proposed request is to enhance the landscaping along the Crosstown Parkway to provide additional buffering and insulation for the residents living within Lake Charles. As the proposed landscape enhancement occupies both Lake Charles property and the City's property (Crosstown Parkway berm), an agreement between both parties was required.

IF PRESENTATION IS TO BE MADE, HOW MUCH TIME WILL BE REQUIRED?

None.

SUBMITTING DEPARTMENT: *PLANNING and ZONING*

DATE: *3/29/2012*



City of Port St. Lucie

Planning and Zoning Department

TO: CITY COUNCIL - MEETING OF APRIL 9, 2012

FROM: THRESIAMMA KURUVILLA, PLANNER *TK*

RE: LANDSCAPE PLAN AND AGREEMENT (PROJECT NO. P11-118)
LAKE CHARLES @ SLW/CROSSTOWN PARKWAY

DATE: MARCH 29, 2012

APPLICANT: Steven Garrett of Lucido & Associates.

OWNERS: Lake Charles at St. Lucie West Homeowner's Association and City of Port St. Lucie.

LOCATION: The property is located south of St. Lucie West Blvd., between St. Lucie West Blvd., and Crosstown Parkway.

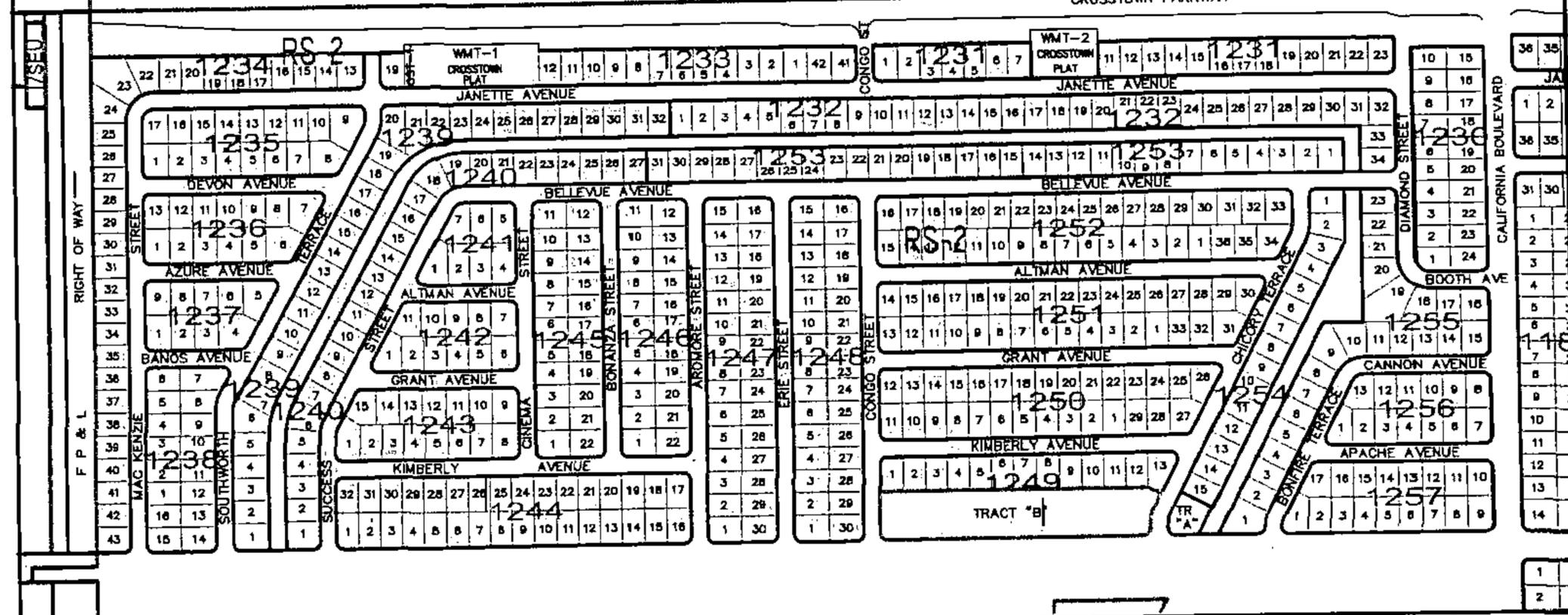
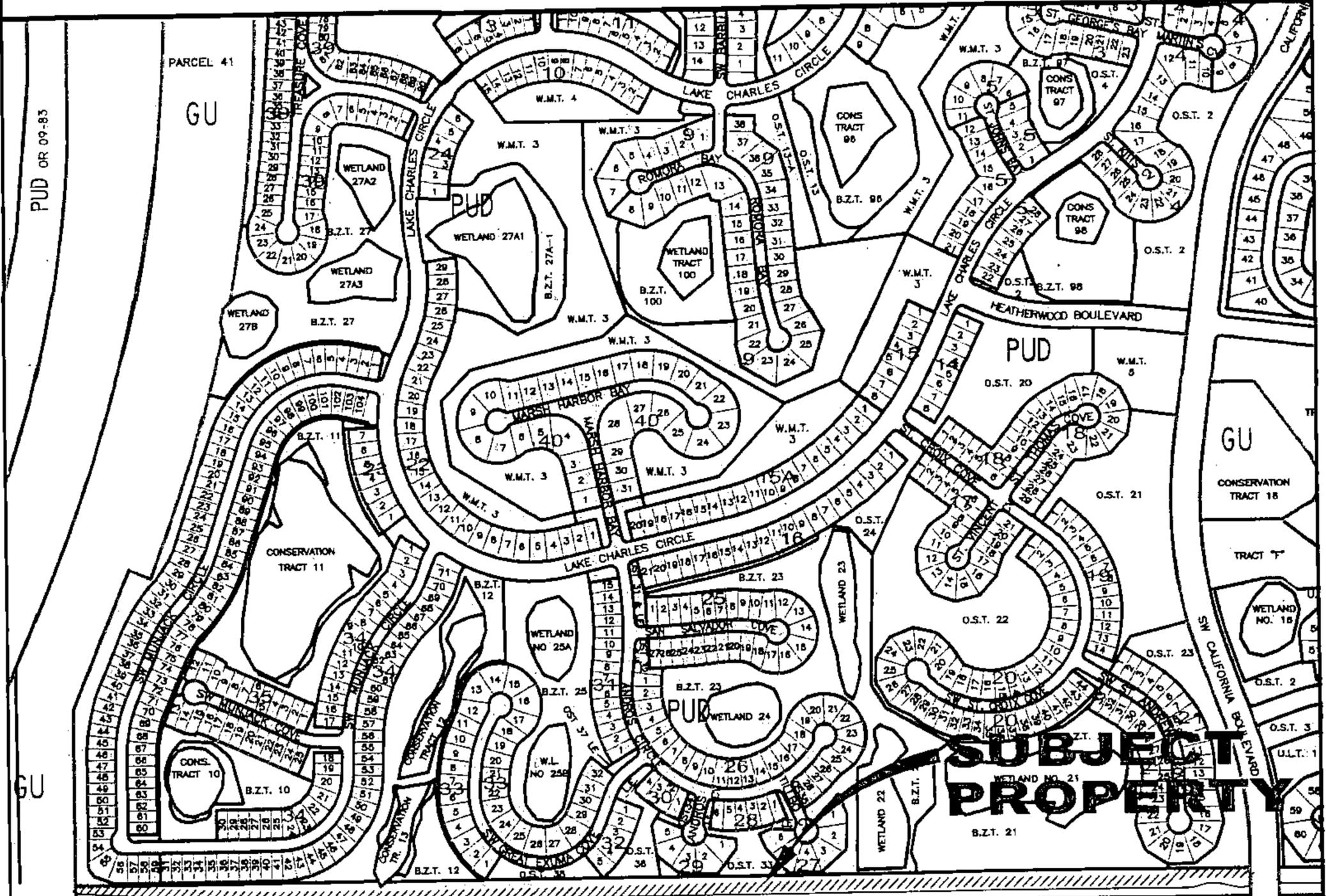
REQUEST: The proposed request is to enhance the landscaping along the Crosstown Parkway to provide additional buffering and insulation for the residents living within Lake Charles. As the proposed landscape enhancement occupies both Lake Charles property and the City's property (Crosstown Parkway berm), an agreement between both parties was required.

ANALYSIS: Staffs from Planning and Zoning, Legal, Engineering, and Parks and Recreation inspected the site and had several meetings with the Homeowner's Association of Lake Charles. The Site Plan Review Committee reviewed this project on January 11, 2012 and unanimously recommended conditional approval. Agreement prepared by the Legal Department has been signed by the Lake Charles Homeowner's Association (see attached).

STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the City's Land Development Regulations and policies of the Comprehensive Plan, and recommends approval.

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT PZ2011.DWG

LANDSCAPE ENHANCEMENT
LAKE CHARLES
CROSSTOWN BERM LANDSCAPE

DATE: 1/24/2012
APPLICATION NUMBER:
P11-118
CADD FILE NAME:
P11-118M
SCALE: 1"=700'

SITE LOCATION



**SUBJECT
PROPERTY**



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT

PZ2011.DWG

LANDSCAPE ENHANCEMENT
LAKE CHARLES
CROSSTOWN BERM LANDSCAPE
AERIAL DEC 2010

DATE: 1/24/2012

APPLICATION NUMBER:
P11-118

CADD FILE NAME:
P11-118A

SCALE: 1"=700'

SITE LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT

PZ2011.DWG

LANDSCAPE ENHANCEMENT
LAKE CHARLES
CROSSTOWN BERM LANDSCAPE
AERIAL DEC 2010

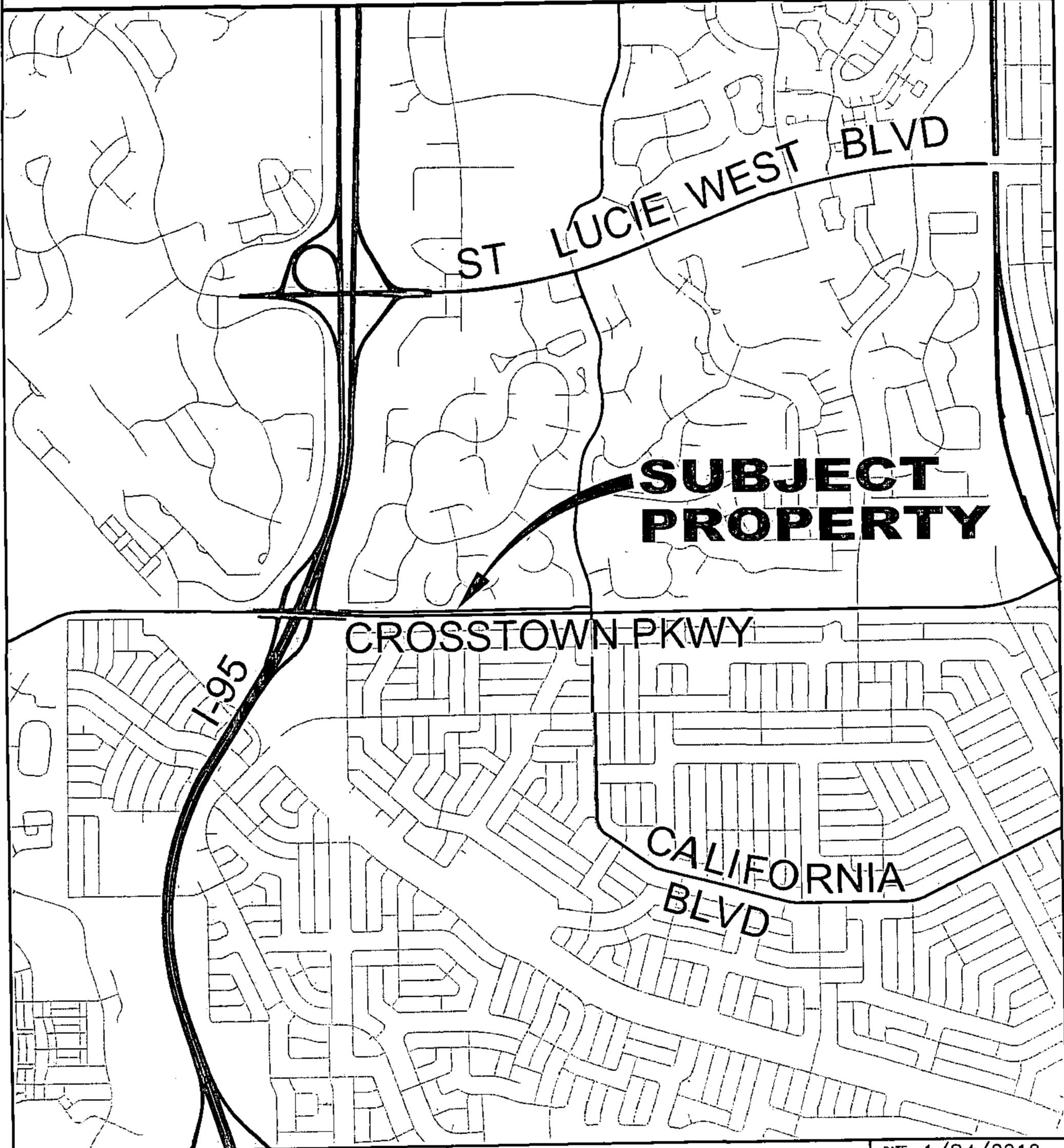
DATE: 1/24/2012

APPLICATION NUMBER:
P11-118

CADD FILE NAME:
P11-118A

SCALE: 1"=700'

SITE LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT

PZ2011.DWG

LANDSCAPE ENHANCEMENT
LAKE CHARLES
CROSSTOWN BERM LANDSCAPE

DATE: 1/24/2012

APPLICATION NUMBER:
P11-118

CADD FILE NAME:
P11-118L

SCALE: 1" = .5 MI



Lucido & Associates

Land Planning / Landscape Architecture

P11-118
\$710.00
#11265

August 25, 2011

Mr. Daniel Holbrook, Planning Director
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

RECEIVED
AUG 24 2011
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

RE: Lake Charles/ Crosstown Berm Landscape Enhancement Project

Dear Mr. Holbrook,

On behalf of the Lake Charles Home Owners Association, we are pleased to submit this application for Landscape Enhancement review and approval.

The goal is to be able to work collaboratively with the City to enable enhanced landscape along the Crosstown Parkway providing City residents who travel the parkway a more aesthetically pleasing experience while providing additional buffering and insulation for the residents living within Lake Charles. The proposed Landscape Enhancement occupies both Lake Charles property and Crosstown Parkway berm property. Therefore we are requesting the City not only review our submittal but actively participate and work with us to develop the necessary agreements and appropriate process to enable this beautification project.

A key component to the project is insuring the long-term health and viability of the existing berm adjacent to Lake Charles. Additional fill material will be needed for a good portion of the length of this berm and obtaining excess fill the City may have could be mutually beneficial.

Included with this submittal is the following:

1. Planning & Zoning Application Fee: \$710.00
2. Project Narrative
3. Landscape Enhancement Plans

As always, we appreciate you and your staff's time and energies reviewing our requests.

Respectfully,

Steven D. Garrett

Cc: Mr. Jerry Bentrott, City Manager
Ms. Patricia Roebing, City Engineer
Ms. Azlina Goldstein Siegel, Assistant City Attorney
Mr. Don Luther, Lake Charles Property Manager



Lucido & Associates

Land Planning / Landscape Architecture

August 25, 2011

RE: Lake Charles / Crosstown Parkway Landscape Enhancement Project

Project Narrative

The goal is to be able to work collaboratively with the City to enable enhanced landscape along the Crosstown Parkway providing City residents who travel the parkway a more aesthetically pleasing experience while providing additional buffering and insulation for the residents living within Lake Charles. The proposed Landscape Enhancement occupies both Lake Charles property and Crosstown Parkway berm property. Therefore we are requesting the City not only review our submittal but actively participate and work with us to develop the necessary agreements and appropriate process to enable this beautification project.

The Project is comprised of five areas along the southern property line of the Lake Charles community and the northern right-of-way line of the Crosstown Parkway. Plantings occur on both Lake Charles and Crosstown Parkway property in these locations. Landscape plantings consist of native material and is consistent with the plant palette already in use on the Crosstown Parkway. Along with the landscape plantings, new irrigation would be installed on the Lake Charles property to insure the continued health and survivability of plantings within the Lake Charles property limits and adjustments would be provided to the existing irrigation system within the Crosstown Parkway to insure appropriate coverage for the new plantings on the existing berm.

A key component to the project is insuring the long-term health and viability of the existing berm adjacent to Lake Charles. There are several areas of the berm which are experiencing erosion and without adequate measures will continue to erode and eventually cause the loss of this mature existing tree canopy along this stretch of the Crosstown Parkway. Additional fill material will be needed for a good portion of the length of this berm and obtaining excess fill the City may have could be mutually beneficial.

The Lake Charles request is for the following:

1. Review and approval of the proposed landscape plantings.
2. Work with and develop the necessary agreements and understanding to implement proposed landscape and irrigation improvements within the Crosstown Parkway berm.
3. Provide excess fill from the drainage improvement projects that could be used to stabilize the Crosstown Parkway berm in this area.

Working collaboratively, the proposed enhancements should provide the citizens of Port St. Lucie many years of aesthetic beauty along the Crosstown Parkway while helping to insulate and provide a buffer to those residents immediately adjacent to it.

AGREEMENT

THIS AGREEMENT is made this 16th day of March, 2012 by and between LAKE CHARLES ASSOCIATION, INC., a Florida non-profit corporation (hereinafter referred to as "LAKE CHARLES") and the CITY OF PORT ST. LUCIE, a Florida municipal corporation (hereinafter referred to as "CITY").

RECITALS

WHEREAS, LAKE CHARLES is a homeowners association for a single-family residential community that borders Crosstown Parkway in Port St. Lucie, Florida; and

WHEREAS, LAKE CHARLES is requesting permission from the CITY to add new native plantings and landscape materials, and install a temporary irrigation system for said landscaping upon and along the CITY'S berm located on the North side of Crosstown Parkway between the on-ramp to the I-95 Interchange and California Boulevard in Port St. Lucie, Florida ("CITY'S Property"), as shown and identified as the cross-hatched area on the cover page of the Lake Charles HOA Landscape Enhancement Plan (the "Landscape Plan") which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, LAKE CHARLES understands that the CITY shall maintain the berm that is the CITY'S Property, in its sole discretion, including those areas located on the North side of the berm (facing the community) beneath any trees or other landscape materials that will be planted by LAKE CHARLES; and

WHEREAS, LAKE CHARLES further understands that LAKE CHARLES shall be solely responsible for the maintenance of any of plantings, landscape materials, and irrigation systems installed outside of the limits of the City's right-of-way and within the lands and/or easements of LAKE CHARLES and its residents; and

WHEREAS, the CITY'S permission to plant and install new native trees and other landscape materials together with the installation of a temporary irrigation system is granted with the understanding that all costs and expenses associated with LAKE CHARLES' request, as shown in the attached Landscape Plan, shall be borne solely by LAKE CHARLES and shall not unreasonably interfere with the growth of the existing vegetation or maintenance of the landscaping, present irrigation system, or future improvements involving the CITY'S Property.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing promises to the CITY, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitations**. The foregoing recitations are true and correct and are incorporated herein by reference.
2. **Tree Plantings**. LAKE CHARLES, at its sole cost and expense, is allowed to add new native plantings and landscape materials on the North side of the CITY'S Property upon and along Crosstown Parkway between the on-ramp to the I-95 Interchange and California Boulevard in Port St. Lucie, Florida. LAKE CHARLES understands that any contractor it hires

must have the requisite State of Florida and local certifications, licenses and registrations to perform the above-described landscape work.

3. **Temporary Irrigation.** To help establish and stabilize the new native plantings on the CITY'S Property, LAKE CHARLES, at its sole cost and expense, is allowed to install a temporary irrigation system on the CITY'S Property. LAKE CHARLES understands that any contractor it hires must have the requisite State of Florida and local certifications, licenses and registrations to perform the above-described irrigation work.

4. **Written Approval of Landscape Plans.** Prior to the initiation of any work or activities on the CITY'S Property, LAKE CHARLES must obtain written approval of the final version of the Landscape Plan and any and all other related plans for the tree plantings and irrigation work. In addition, copies of the executed contracts LAKE CHARLES has with any contractors hired to perform such landscaping and irrigation work must also be submitted to the City Engineer, or his/her designee, together with the above-described plans.

5. **Expenses.** LAKE CHARLES understands and agrees that it will be responsible for any and all costs associated with its request to add new native plantings and landscape materials, and install a temporary irrigation system for said landscaping upon and along the CITY'S Property. LAKE CHARLES agrees to guarantee the survival of the trees planted on the CITY'S Property. However, the landscaping guarantee will not cover acts of God or seasonal color or changes, and shall expire within one (1) full year of the date of installation. Further, if any of the existing berm landscaping, grass or vegetation is destroyed, displaced, or otherwise damaged as a result of the planting, fertilizing, mulching or irrigation installation activities of LAKE CHARLES and/or its contractors, then upon completion of all the work on the CITY'S Property, LAKE CHARLES shall correct any such damage and provide replacement sod and landscaping, which shall be of the same or similar type of plantings and materials currently existing.

6. **Contractor Insurance Requirements.** The CITY will require any and all of the contractors who enter upon and perform work on the CITY'S Property to obtain and maintain in full force and effect, commercial general liability insurance insuring against loss or liability in connection with bodily injury, death, property damage or destruction, occurring on or about the CITY'S Property. Such insurance shall be written on an occurrence basis and shall have a combined single limit for personal injury, loss of life and property damage of not less than One Million Dollars (\$1,000,000.00) per occurrence. The City of Port St. Lucie shall be named as an additional insured under the policies. Prior to commencement of the work and entry on the CITY'S Property by any contractor, LAKE CHARLES shall deliver to the CITY any such certificates of insurance evidencing the coverages required by this paragraph.

7. **Release, Hold Harmless and Indemnification.** LAKE CHARLES releases, waives, relinquishes, discharges, holds harmless, and will indemnify the CITY, its officers, elected officials, employees, agents, successors and assigns, from any and all claims, actions, causes of action, demands and liabilities of any nature and character whatsoever, that LAKE CHARLES may have, known or unknown, arising in any manner from or related to LAKE CHARLES' addition of plantings and landscape materials, and the installation of a temporary irrigation system on the CITY'S Property, or the CITY'S utilization or maintenance of its landscaping or irrigation system on said Property. The types of claims, actions, causes of action, demands and liabilities that are released, waived, discharged, relinquished, and will be indemnified herein include, but are not limited to, claims for acts of LAKE CHARLES and LAKE CHARLES' contractors, agents, employees, members, invitees, and consultants. Further, LAKE

CHARLES understands that this release, hold harmless and indemnification agreement detailed in this paragraph shall inure to the benefit of the CITY, its officers, elected officials, employees, agents, successors, and assigns, and that it shall bind LAKE CHARLES and LAKE CHARLES' heirs, legal representatives, members, assigns and successors in interest. LAKE CHARLES agrees that specific consideration has been given for this hold harmless and indemnification paragraph.

8. **No Interest Conveyed.** This Agreement between the parties does not convey to LAKE CHARLES any right, title or interest in or to any portion of the legal or equitable title to the CITY'S Property.

9. **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the State of Florida; and in the event of any litigation between the parties under this Agreement for a breach hereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels, upon final court judgment, and proper venue thereof will be in St. Lucie County, Florida. The terms of this paragraph shall survive the termination of this Agreement.

10. **Recording.** This Agreement or notice thereof may be recorded by the CITY in the minutes of the Clerk of the City Council for Port St. Lucie, St. Lucie County, Florida, and may be recorded, in the CITY'S sole discretion, in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida.

11. **Invalid Provisions.** In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, as a matter of law, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect, provided that the invalid provision(s) are not essential to the interpretation or performance of this Agreement in accordance with the clear intent of the parties.

12. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

13. **Effectiveness.** The effectiveness of this Agreement is subject to and contingent upon approval by the City Council of the City of Port St. Lucie, as well as a public hearing, if applicable. The date of such approval of the Agreement by the CITY, as set forth above, is the Effective Date of this Agreement.

[SIGNATURES CONTINUE ON NEXT PAGE]

CITY:

**CITY OF PORT ST. LUCIE,
a Florida municipal corporation**

ATTEST:

By: _____
Karen A. Phillips
City Clerk

By: _____
Gregory J. Oravec
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Roger G. Orr
City Attorney

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY, that on this ___ day of _____, 2012, before me, an officer duly authorized to administer oaths and take acknowledgments, Gregory J. Oravec, as City Manager of the **City of Port St. Lucie, a Florida municipal corporation**, and authorized to act on behalf of the City of Port St. Lucie, personally known to me or proven by producing the following identification _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at _____, in the County and State aforesaid, on this, the ___ day of _____, 2012.

(Seal)

Print Name of Notary Public

Notary Public, State of _____
My Commission expires _____

NOTARY SEAL/STAMP

[SIGNATURES CONTINUE ON NEXT PAGE]

LAKE CHARLES:

Signed, sealed and delivered
in the presence of:

Jane Hart
Witness
Print Name: JANE HART

LAKE CHARLES ASSOCIATION,
INC., a Florida non-profit corporation

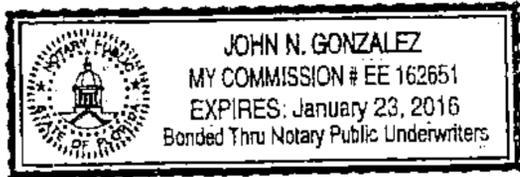
By: Joan Hassler
Name: JOAN HASSLER
Title: PRESIDENT

Martha L. Dantowitz
Witness
Print Name: MARTHA L. DANTOWITZ

STATE OF FLORIDA)
COUNTY OF St. Lucia) ss

I HEREBY CERTIFY, that on this 16th day of March, 2012, before me, an officer duly authorized to administer oaths and take acknowledgments, JOAN HASSLER, as President, authorized to act on behalf of Lake Charles Association, Inc., a Florida non-profit corporation, personally known to me or proven by producing the following identification She is personally known to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at Port St. Lucie, in the County and State aforesaid, on this, the 16th day of March, 2012.



NOTARY SEAL/STAMP

John N. Gonzalez (Seal)
John N. Gonzalez
Print Name of Notary Public

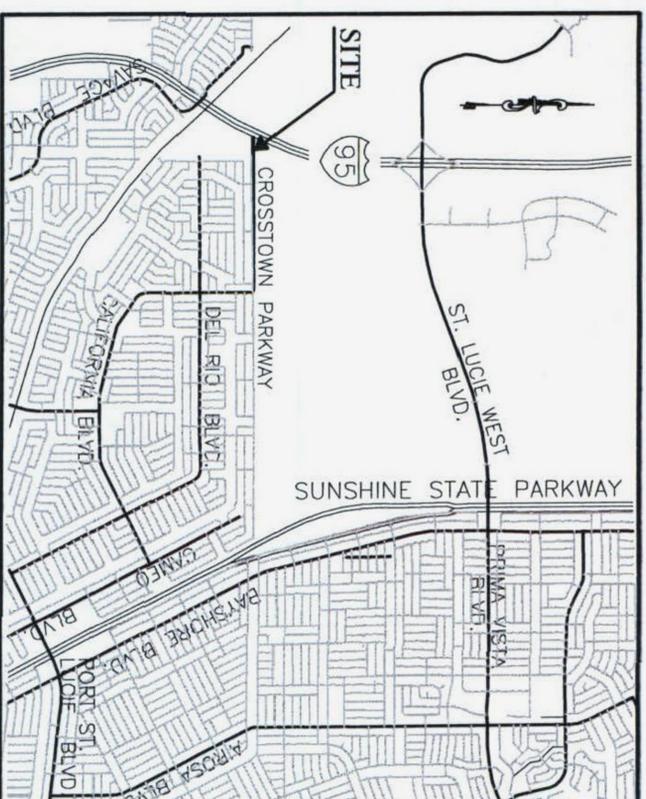
Notary Public, State of Florida
My Commission expires 1/23/2016

LAKE CHARLES HOA

LANDSCAPE ENHANCEMENT PLAN

(Southern Property Line Adjacent to Crossstown Parkway)

Port St. Lucie, Florida: #P11-118



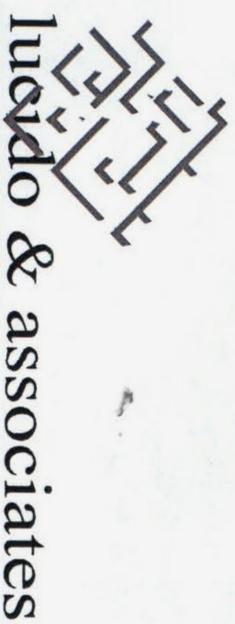
SHEET LAYOUT PLAN

INDEX OF PLANS

- LA-1 - LA-4 COVER
- LA-5 LANDSCAPE PLANS & FENCE DETAIL
- LA-5 DETAILS & SPECIFICATIONS

January 30, 2012 Revised City Submittal

LANDSCAPE PLANS PREPARED BY:



PROJECT SUMMARY:

A. Requested City Participation:

- i. Review, use of, and allowance for proposed plantings within the Crossstown Parkway Right-of-way and on the landscaped berm.
 - ii. If practical and approved by Stormwater/Inspection Division, allow existing Crossstown Parkway landscape berm irrigation system to be amended to provide temporary watering of proposed plantings until established.
 - iii. Provide standard maintenance for all new plantings within the Crossstown Parkway landscape berm and replacement of failed plant material under the annual replacement program.
- B. Proposed additions and modifications to Crossstown Parkway landscape berm adjacent to Lake Charles community.
 - i. Addition of new native landscape material to enhance visual screening of Parkway, I-95 on ramps, signage and off site communication towers.
 - ii. Provide temporary irrigation for new plant material established via connections to either Lake Charles community irrigation systems or Crossstown Parkway irrigation system.

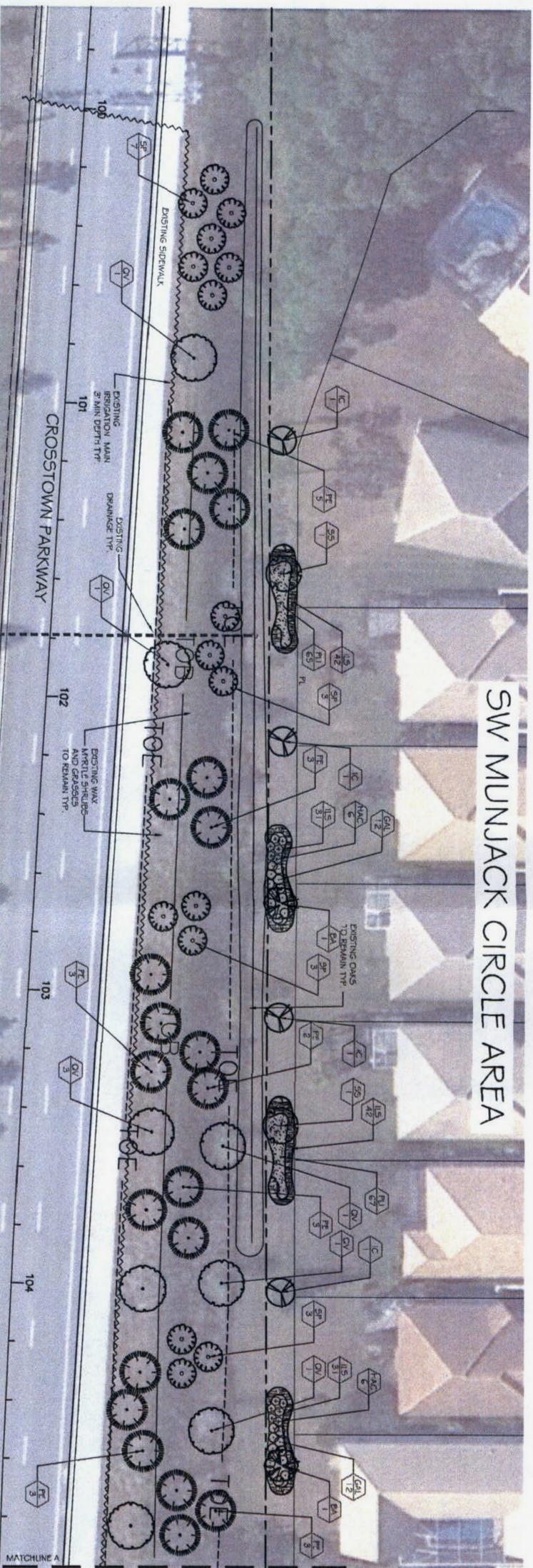
GENERAL NOTES:

1. Landscape contractor will be responsible for any and all damage to the existing landscape during the course of construction caused by the landscape contractor or their subcontractors.
2. Landscape contractor is to provide an MOT plan to the Engineering Department for review and approval prior to installing the proposed landscape materials. This plan should include the temporary closing of sidewalks.
3. The landscape contractor shall video tape the project site prior to the installation of the proposed landscape materials to document existing conditions.
4. The landscape contractor is responsible for removal of all tree bracing at the end of the warranty period.

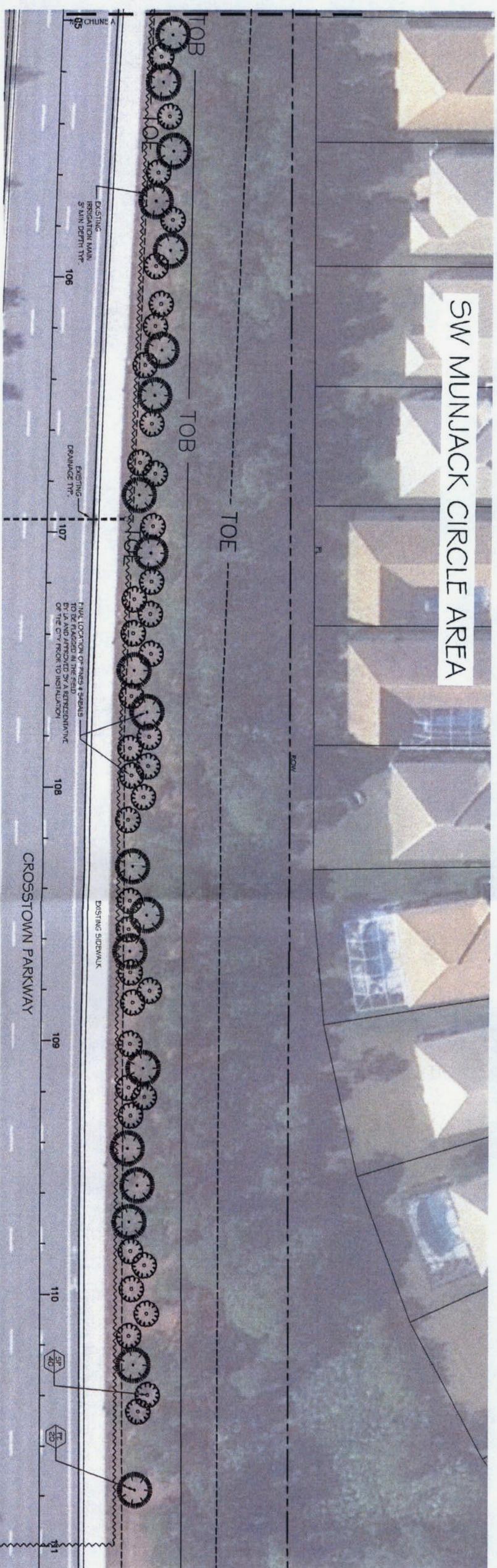
701 E Ocean Blvd., Stuart, Florida 34984
100 Avenue A Suite 2A, Fort Pierce, Florida 34980
827 North Thornton Avenue, Orlando, Florida 32803

(772) 220-2100, Fax (772) 223-4220
(772) 467-1301, Fax (772) 467-1303
(407) 898-9521, Fax (407) 898-9788

SW MUNNACK CIRCLE AREA



SW MUNNACK CIRCLE AREA



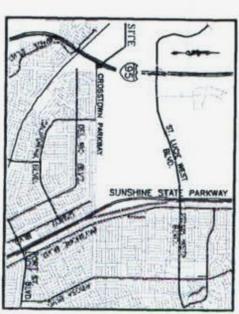
*Contractor to provide temporary irrigation for 1 year to all new landscape materials located in areas that are not currently irrigated. Contractor to verify irrigation tie in locations.
 *Contractor to mulch all new landscape materials with Pine Straw Mulch (See Specifications).

GENERAL LANDSCAPE NOTES:

1. At least 50% of all required trees shall be of a native species.
2. All plant material shall be Florida No. 1 or better.
3. All landscape and sod areas shall be irrigated by an automatic system that provides 100% coverage with 100% overlap with a minimum d.i.u. of 7.0.
4. No landscaping other than sod grasses may be planted within a 5' radius maintenance area around any existing or proposed water meters, backflow devices, fire hydrants, sanitary sewer cleanouts, valves, etc. Trees shall not be planted within ten (10) feet of any underground infrastructure.
5. No landscaping shall be planted in such a manner as to adversely affect utility installation, operation and maintenance.

Lucido & associates
 701 E. Ocean Blvd., Suite 1000, Boca Raton, FL 33432
 1000 N. Dixie Ave., Suite 100, Fort Lauderdale, FL 33304
 4001 North Broward Avenue, Oakland Park, FL 33411
 (561) 368-3100, Fax (561) 368-3100
 (954) 461-1511, Fax (954) 461-1511
 (407) 884-6121, Fax (407) 884-6121

Key/Location:



Project Team:
 Owner:
 Lake Charles Property Manager
 Don Luther

Landscape Architect/Land Planner:
 Lucido & Associates
 701 E. Ocean Blvd
 Stuart, FL 34904
 772-220-2100

LAKE CHARLES HOA LANDSCAPE ENHANCEMENT PLAN

Port St. Lucie, Florida
 #P-1-118
 August 22, 2011

Date	By	Description
7.18.11	PG	PER HOA COMMENTS
8.22.11	PG	CITY SUBMITTAL
12.21.11	PG	REV PLANS
1.30.12	PG	REV PLANS



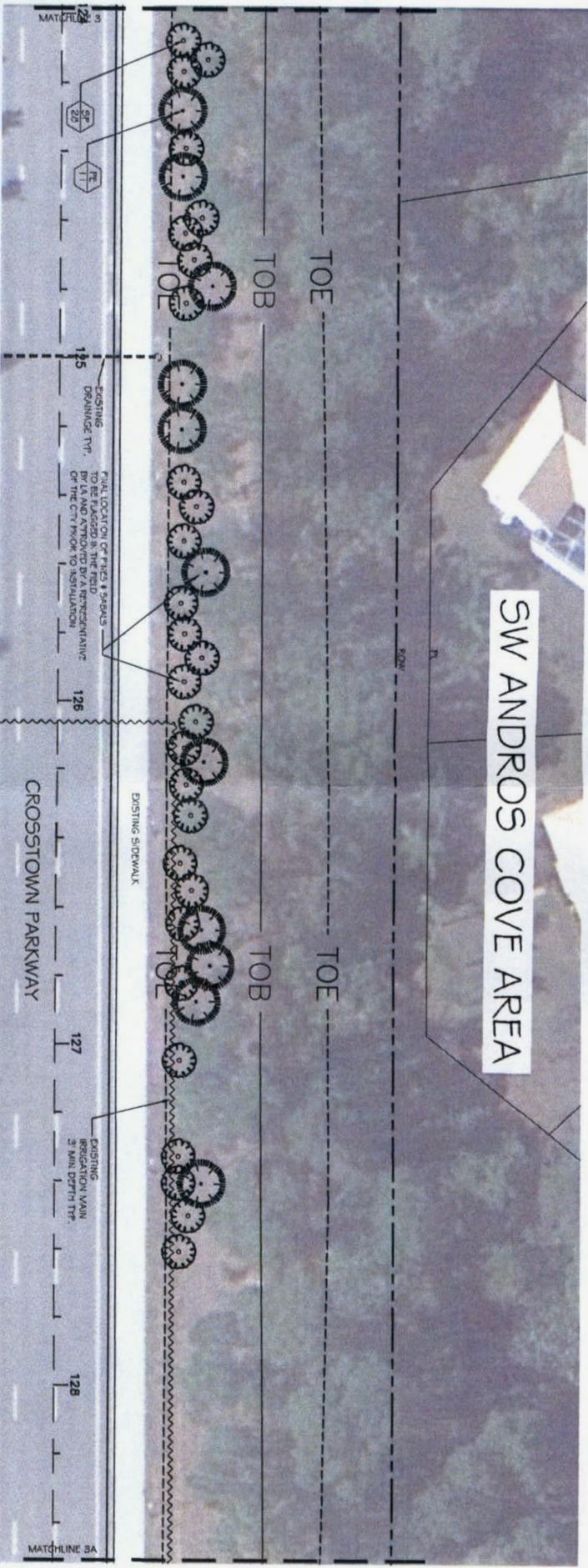
SCALE: 1" = 20'
 0 10' 20' 40'
 REG. # 1018
 Thomas P. Lucido

Designer: PG
 Manager: SG
 Project Number: 11-350
 Municipal Number: 11-350
 Computer File: LAKE CHARLES IS PLAN REV.12.6.rwg

LA-1

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SW ANDROS COVE AREA



SW TILLOBO COVE AREA



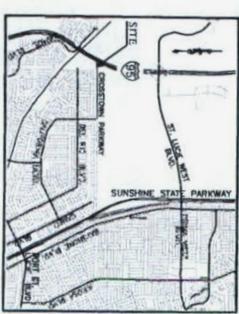
*Contractor to provide temporary irrigation for 1 year to all new landscape material located in areas that are not currently irrigated. Contractor to verify irrigation in the locations.
 *Contractor to mulch all new landscape materials with Pine Straw Mulch (See Specifications).

GENERAL LANDSCAPE NOTES

1. At least 50% of all required trees shall be of a native species.
2. All plant material shall be Florida No. 1 or better.
3. All landscape and sod areas shall be irrigated by an automated system that provides 100% coverage with a minimum d.i. of .70.
4. No landscaping other than sod grasses may be planted within a 5 foot maintenance area of any utility appurtenances such as water meters, backflow devices, the hydrants, sanitary sewer cleanouts, and manholes, air release valves, etc. Trees shall not be planted within ten (10) feet of any underground infrastructure.
5. All tree planting shall be planned in such a manner as to adversely affect utility installation, operation and maintenance.

Lucido & associates
 771 E Ocean Blvd., Suite 1000, Ft. Lauderdale, FL 33304
 1175 NE 46th St., Ft. Lauderdale, FL 33309
 877 North Broward Avenue, Oakland Park, FL 33411
 (954) 561-1011, (954) 561-1012, (954) 561-1013

Key / Location:



Project Team:

Owner:
 Lake Charles Property Manager
 Don Luther

Landscape Architect/Land Planner:
 Lucido & Associates
 701 E Ocean Blvd
 Stuart, FL 34904
 772-220-2100

LAKE CHARLES HOA

LANDSCAPE ENHANCEMENT PLAN

Port St. Lucie, Florida
 #P-11-118
 August 22, 2011

Date	By	Description
7-18-11	PG	PER HOA COMMENTS
8-22-11	PG	CITY SUBMITTAL
12-21-11	PG	REV PLANS
1-30-12	PG	REV PLANS



SCALE: 1" = 20'
 0 10' 20' 40'
 REG. # 1018
 Thomas P. Lucido

LA-3

Designer	PG	Sheet
Manager	SG	
Project Number	11-430	
Municipal Number	11-430	
Computer File	LAKE CHARLES PLAN REV 1.28.12.dwg	

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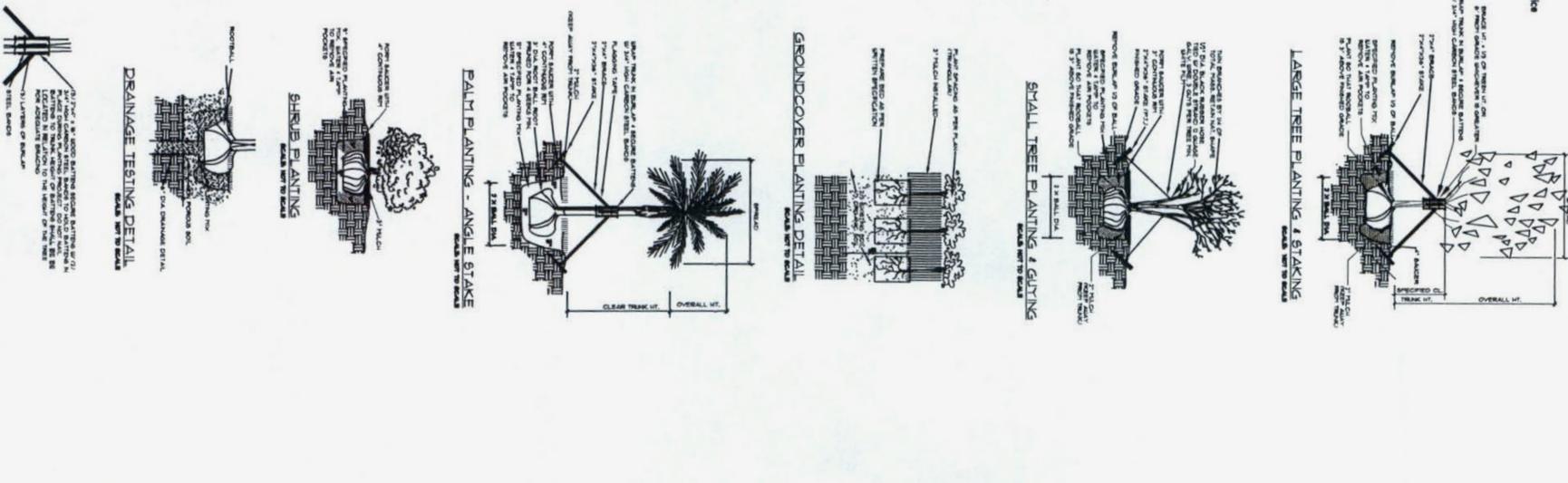
LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

- 1.01 **SCOPE:** The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover plants, and the maintenance of these plants for the duration of the contract. The contractor shall be responsible for the successful completion, execution and maintenance of the landscape plan.
- 1.02 **AGENCY STANDARDS:** Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida F1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.
- 1.03 **SITE EXAMINATION:** The contractor shall personally examine the site and take appropriate measures with all characteristics of the existing conditions in order that no mis-interpretation may occur. In order to avoid any mis-interpretation of the work to be performed, and additionally, in order to avoid any mis-interpretation of the work to be performed, the contractor shall be responsible for the successful completion of the work. No additional compensation will be granted for any error or omission which may be encountered in the execution or maintenance of any portion of the work.
- 1.04 **EROSION AND ONSCREENING:** The point lot is a part of the drainage and is furnished as a convenience. The point lot indicates the location of the erosion and onscreening. The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work.
- 1.05 **EXERCISE OF THE WORK:** The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instructions will be given if such errors or omissions are discovered. Upon the discovery of any discrepancy in, or omission from the drawings or specifications, the contractor shall immediately notify the Architect in writing. The Landscape Architect shall be notified and will determine the actions necessary to each case. If plans and specifications are found to disagree after the architect is notified, the Landscape Architect shall be the judge as to which was intended.
- 1.06 **PROTECTION OF PUBLIC AND PROPERTY:** The Landscape Contractor shall protect all existing and work against injury from any cause and shall be responsible for any damage or injury to person or property which may occur as a result of his neglect or negligence in the execution of the work, i.e. damage to underground pipes or cables.
- 1.07 **CHANGES AND OMISSIONS:** The Contractor shall not start work on any change or "addition" in the project until a written order is received from the Owner. Any work performed on changes or additions which are not specifically ordered by the Owner, shall be compensated for by the Owner at his discretion.
- 1.08 **GUARANTEE:** The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except seed, for a period of ONE (1) YEAR from the time of completion and acceptance of the work. The Contractor shall be responsible for the successful completion of the work. The Contractor shall be responsible for the successful completion of the work. The Contractor shall be responsible for the successful completion of the work.

- 2.02 **INSPECTION:** The Landscape Architect and Owner may inspect trees and shrubs at place of growth. The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work.
- 2.03 **PROTECTION OF PLANT MATERIALS:** The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work.
- 2.04 **SPACING:** All plant materials shall be spaced on the site in designated areas, specified by the Landscape Architect or Owner's agent. No plant material shall be spaced more than seventy-two (72) hours unless approved by the Landscape Architect and/or Owner.
- 2.05 **PROTECTION DURING PLANTING:** The Landscape Architect reserves the right to reject any plant materials not in accordance with these specifications. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.
- 2.06 **PLANTING SOIL:** Planting soil for all plantings shall consist of existing native soil and shall be free of debris, rocks, stumps, roots or other foreign materials which might be a hindrance to planting operations or cause damage to plant roots.
- 2.07 **FERTILIZER:** Fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guarantee. Any fertilizer that becomes caked or otherwise damaged shall be rejected.
- 2.08 **MULCH:** Large tubs, wire baskets, grow bags, and burlap and burlap material shall have 1" holes for each 1/2" inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of the plant. The Landscape Architect reserves the right to inspect and review the application of fertilizer.
- 2.09 **GRADING:** The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work.
- 2.10 **MAINTENANCE:** The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work.

- 3.00 **DRAINAGE:** All trees over six (6) feet in height shall, immediately after setting to proper grade, be girdled with three sets of two strands, No. 12 gauge galvanized galvanized iron, in tripod fashion. See Detail.
- 3.01 **WIRE AND NETTING:** Wires shall not come in direct contact with the tree but shall be covered with approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling container ends.
- 3.02 **SHADE:** Shade shall be of a type which will not pull down on the tree. Shade shall be of a type which will not pull down on the tree. Shade shall be of a type which will not pull down on the tree.
- 3.03 **SOIL:** The Landscape Contractor shall soil all areas indicated on the drawings. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, ruts, stumps, and other debris. The soil shall be firm, loam texture, having a compacted growth of grass with good drainage, nitrogen, or disease. The soil embedded in the soil shall be good clean earth, free from stones and debris. Before being cut and filled, the soil shall have been tamped at least three times with a 5-8 lb fertilizer with all trace elements to be applied at the rate of 40 lb per 1,000 sq. ft. prior to laying soil. Solid soil shall be laid with closely spaced, staggered joints with a tamped, even surface. The finished level of all soil areas after settlement shall be one (1") high below the top of double curb, curb, parking and road borders to allow for building lift.
- 3.04 **SEEDING:** If it is the option of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly worked in.
- 3.05 **CLEANING UP:** The contractor shall at all times keep the premises free from accumulation of waste materials or other debris. The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work.
- 3.06 **MAINTENANCE:** The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work.
- 3.07 **COMPLETION, INSPECTION AND ACCEPTANCE:** The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work. The contractor shall be responsible for the successful completion of the work.
- 3.08 **DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS:** PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER:
- 3.09 **A. DOW EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.**
- 3.10 **B. FILL PLANTING PIT WITH THIRTEEN INCHES (13") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.**
- 3.11 **C. WHEN REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND THROUGH THE NON PERVIOUS SOIL AND INTO PERVIOUS SOIL. (SEE DETAIL)**
- 3.12 **D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL, SHALL BE DISCARDED.**
- 3.13 **E. WHEN ACCEPTING PLANTING PITS WITH PLANTING MORTICE, CARE MUST BE TAKEN TO PROTECT THE PLANTING PIT AND DRAINAGE CHANNEL.**



LAKE CHARLES HOA

LANDSCAPE ENHANCEMENT PLAN

DETAILS & SPECIFICATIONS

Port St. Lucie, Florida

August 22, 2011

Date: 7-18-11
By: PG PER HOA COMMENTS
8-22-11 PG CITY SUBMITTAL
12-21-11 PG REV PLANS
1-30-12 PG REV PLANS

Luudo & associates

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Project Location:

Project Team:
Owner: Lake Charles Property Manager
Don Lulifer

Landscape Architect/land Planner:
Luudo & Associates
701 E. Ocean Blvd
Stuart, FL 34904
772-220-2100

Scale: 1" = 1'-0"

North Arrow

REG. #1018
Thomas P. Luudo

LA-5

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