

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OKEECHOBEE MAIN STREET, INC
AND
THE CITY OF OKEECHOBEE
FOR INSTALLATION OF LANDSCAPING ENDCAPS**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into effective this _____ day of _____, 2022, between **OKEECHOBEE MAIN STREET, INC**, a Florida not-for-profit corporation (hereinafter the "CONTRACTOR") and the **CITY OF OKEECHOBEE**, a municipal corporation in the state of Florida (hereinafter the "CITY").

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the CITY; and

WHEREAS, the CONTRACTOR's mission is to improve all aspects of the City of Okeechobee downtown district; and

WHEREAS, the CITY has identified a budget sum of \$100,000 for the installation of landscaping endcaps on South Park Street (hereinafter, the "Improvements"); and

WHEREAS, the parties desire to enter into this MOU to set out the general understanding of the working arrangement between the parties for the completion of the Improvements.

NOW, THEREFORE, the parties set forth the following understandings for the purpose of memorializing the working arrangement and procedures that have been contemplated by the CONTRACTOR and the CITY, and in consideration of the premises, and in consideration of the mutual conditions, covenants and obligations hereafter expressed, it is agreed as follows:

1. Recitals. The foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this MOU. Said recitals are hereby ratified and incorporated herein by reference.

2. Contractor's Responsibilities. During the Term of this MOU, the CONTRACTOR's responsibilities shall be as follows:

- a. to procure a contractor or vendor (hereinafter, "Vendor") chosen by the CONTRACTOR to complete the Improvements pursuant to the terms, scope of work and locations set forth in the attached **Exhibit A**, the cost of which shall be entirely borne by the CITY;
- b. to ensure that the Vendor holds licenses and certifications appropriate to the work being performed;
- c. to receive from the CITY and provide to Vendor the type and coverage amounts of insurance required by CITY under this MOU;
- d. to present to CITY an invoice for any work performed by Vendor within fourteen (14) days of CONTRACTOR's receipt of a demand for payment from Vendor;
- e. upon approval by CITY, to pay invoices for Vendor's work using funds provided by the City.

3. City's Responsibilities. During the Term of this MOU, the CITY's responsibilities shall include the following:

- a. to allow the CONTRACTOR or Vendor to complete the Improvements;
- b. to troubleshoot problems that arise with the Improvements; and
- c. to maintain the Improvements.

4. Both Parties' Responsibilities.

- a. Both parties shall actively pursue, establish, and maintain a business-like, responsible, and responsive working relationship with each other. As regularly as appropriate, designated employees of the CONTRACTOR and CITY shall meet or otherwise communicate to review operations, maintenance, reports, and other data information relating to the implementation of this MOU.
- b. Both parties shall endeavor in good faith to make funding and staff available to carry out the responsibilities designated herein.

5. Term; Termination.

- a. Term. This MOU shall have a Term of one (1) year beginning November 1, 2022, and ending October 31, 2023, unless terminated earlier in accordance with its terms. The MOU may be renewed annually for as long as the parties mutually agree to renew.
- b. Termination at Will. This MOU may be terminated by either party giving not less than ninety (90) days written notice to the other party; provided, that this provision shall not be construed to relieve either party from its rights or obligations of this MOU through the date of the actual termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- c. Termination for Cause. Either party shall have the right to terminate this MOU for the other party's material non-compliance with the terms and conditions of this MOU if such other party fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the noticing party, or within such additional time as the noticing party may allow.

7. Default.

- a. Events of Default by either party are the material failure or refusal of such party to perform timely any obligation under this MOU.
- b. Upon the occurrence of an Event of Default, the non-defaulting party shall provide written notice to the defaulting party of such event, and such written notice shall contain a provision for a ten (10) day cure period, commencing on the date of the letter.

8. Notices. Any notices or communication required or permitted hereunder shall be in writing and may be delivered in person or mailed by certified or registered mail, postage prepaid, as follows:

To the CONTRACTOR:
Okeechobee Main Street, Inc.
111 NE 2nd St
Okeechobee, FL 34972

With a copy to:
John J. Fumero, Esq.
City Attorney
Nason Yeager Gerson Harris & Fumero, PA
750 Park of Commerce Blvd., Suite 210
Boca Raton, FL 33487

To the CITY:
City of Okeechobee
City Administrator
55 SE 3rd Avenue
Okeechobee, FL 34974

9. Miscellaneous.

- a. This MOU represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this MOU shall only be valid when they have been reduced to writing duly signed by each of the parties hereto, and attached to the original of this MOU.
- b. This MOU is binding upon the parties, their successors, and their assigns.
- c. Should any provision of this MOU be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this MOU be more strictly construed against the party which itself or through its counsel prepared the same, as all parties hereto have participated in the preparation of the final form of this MOU through review by their respective counsel, if any, and/or the negotiation of specific language, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- d. This MOU shall not be assigned by either party without the prior written consent of the other party and either party shall not enter into any contractual agreement with a third party for the performance of any part of this MOU without prior written consent of the other party.
- e. Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this MOU. Each party can, and shall, use all reasonable efforts to provide such information, execute such further instruments and documents and take such action as may be reasonably requested by the other party and not inconsistent with the provisions of this MOU and not involving the assumption of obligations other than those provided for in this MOU to carry out the intent of this MOU.
- f. This MOU shall be governed in accordance with the laws of the State of Florida.
1. This MOU is being entered into in Okeechobee County, Florida, which shall be the venue of any action thereon.
- J. All headings are for convenience only and are not to be used in any judicial construction of this MOU.

- k. Nothing herein shall be construed to extend the CITY'S liability beyond that provided in section 768.28, Florida Statutes. Nothing in this MOU is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this MOU.

10. Public records.

- a. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- b. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- c. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- d. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- e. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further,

such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LANE GAMIOTEA, CITY CLERK, 863-763-3372; EMAIL: lgamiotea@cityofokeechobee.com; MAILING ADDRESS: City of Okeechobee, 55 SE 3rd Avenue, Room 100, Okeechobee, FL 34974.**

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this MOU effective the date first written above.

OKEECHOBEE MAIN STREET, INC,

By: _____
(Print name)

Its: _____
(Title)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FOR THE CITY:

CITY OF OKEECHOBEE, a Florida
municipal corporation

By: Dowling R. Watford Jr. Mayor

Date Executed: _____

Attest:



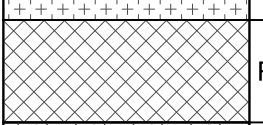

By: _____
Lane Gamiotea, CMC
City Clerk

Approved as to Form and Legal Sufficiency:

By: _____
Nason Yeager Gerson Harris & Fumero, P.A.
City Attorney

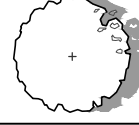
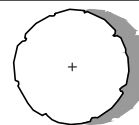
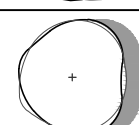

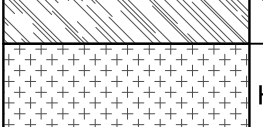
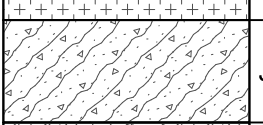

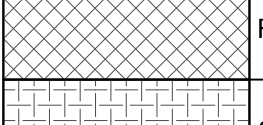
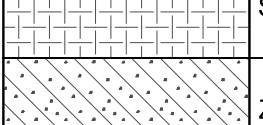

OCEDC MEMORANDUM OF
UNDERSTANDING
EXHIBIT 1

- NOTES:
- CONTRACTOR SHALL REMOVE (HAUL AWAY AND DISPOSE OF) EXISTING PLANT MATERIAL WITHIN "BULB-OUTS" TO BE PLANTED WITH NEW MATERIAL, UNLESS NOTED TO REMAIN.
 - CONTRACTOR SHALL HAND EXCAVATE AROUND EXISTING SIGNS, POLES, HYDRANTS OR OTHER UTILITIES TO AVOID DAMAGE OR UNDERMINING OF FOOTERS.
 - ANY DAMAGE TO PAVEMENT, CURBS, UTILITIES, EXISTING EQUIPMENT OR FURNISHINGS DUE TO CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY CONTRACTOR AT NO COST TO OWNER.

PLANT SCHEDULE (SW 6TH AVE)						
TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPEC.	
	ED	2	Elaeocarpus decipiens Japanese Blueberry Tree	F.G. 15'-16" HT., 4" CAL., 4-1/2" C.T.	Standard, Roots Plus Grown, Florida Fancy	
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPEC.	SPACING
	HND	34	Hamelia nodosa Dwarf Firebush	3 G, 24" x 24"	Full	24" o.c.
	RIL	98	Rhaphiolepis indica Indian Hawthorn	3 G, 24" x 24"	Full	24" o.c.
	ZIC	13	Zamia integrifolia Coontie	3 G, 24" x 24"	Full	24" o.c.

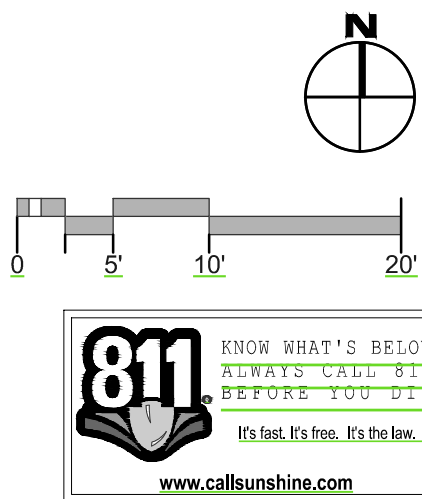
LANDSCAPE MISC. SCHEDULE (SW 6TH AVE)

PLANTING SOILS DESCRIPTION	QTY
Excavate landscape areas to 15" minimum depth (measured from top of curb); tree pits shall be excavated to 30" depth (see details). Maintain a 6" horizontal distance from back of curb to prevent undermining of road and curb foundation. Fill with 50/50 planting soil mix (compact soil to 80% proctor) to within 3" of top of curb.	28.01 cy
Mulch all landscape shrub beds to a minimum depth of 3", see planting details	5.45 cy

PLANT SCHEDULE (SW 5TH AVE)						
TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPEC.	
	ED	1	Elaeocarpus decipiens Japanese Blueberry Tree	F.G. 15'-16" HT., 4" CAL., 4-1/2" C.T.	Standard, Roots Plus Grown, Florida Fancy	
	KE	1	Koelreuteria elegans Golden Rain Tree	F.G. 12'-14" HT., 2-1/2" D.B.H., 4-1/2" C.T.	Standard, Florida No. 1	
	MF	1	Myrcianthes fragrans Simpson's Stopper	F.G. 12' HT, 2-1/2" D.B.H.	Standard, Florida No. 1	
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPEC.	SPACING
	GGT	30	Galphimia gracilis Thryallis	3 G, 24" x 24"	Full	18" o.c.
	HND	31	Hamelia nodosa Dwarf Firebush	3 G, 24" x 24"	Full	24" o.c.
	JVW	22	Jasminum volubile Wax Jasmine	3 G, 24" x 24"	Full	24" o.c.
	JCC	63	Juniperus conferta Compacta Dwarf Shore Juniper	3 G, 12" x 24"	Full	18" o.c.
	RIL	56	Rhaphiolepis indica Indian Hawthorn	3 G, 24" x 24"	Full	24" o.c.
	SAT	5	Schefflera arboricola 'Trinette' Trinette Variegated Schefflera	3 G, 24" x 24"	Full	24" o.c.
	ZIC	15	Zamia integrifolia Coontie	3 G, 24" x 24"	Full	24" o.c.

LANDSCAPE MISC. SCHEDULE (SW 5TH AVE)

PLANTING SOILS DESCRIPTION	QTY
Excavate landscape areas to 15" minimum depth (measured from top of curb); tree pits shall be excavated to 30" depth (see details). Maintain a 6" horizontal distance from back of curb to prevent undermining of road and curb foundation. Fill with 50/50 planting soil mix (compact soil to 80% proctor) to within 3" of top of curb.	36.4 cy
Mulch all landscape shrub beds to a minimum depth of 3", see planting details	7.17 cy



REVIEW SET
NOT FOR CONSTRUCTION
ELEVATIONS ARE IN NAVD 1988



PLANTING PLAN

TAMMY D. COOK, R.L.A.
STATE OF FLORIDA REGISTERED LANDSCAPE ARCHITECT
LICENSE No.1328

DATE: 04/01/2022

SCALE
1" = 10'
PROJECT No
204017.1

SHEET
L-1



Calvin, Giordano & Associates, Inc.
A SAFEHUB COMPANY
1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316
Phone: 954.921.7781 • Fax: 954.921.8807

BULB-OUT PLANTING ALONG SOUTHWEST
PARK STREET
FLAGLER PARKS
CITY OF OKEECHOBEE, FLORIDA

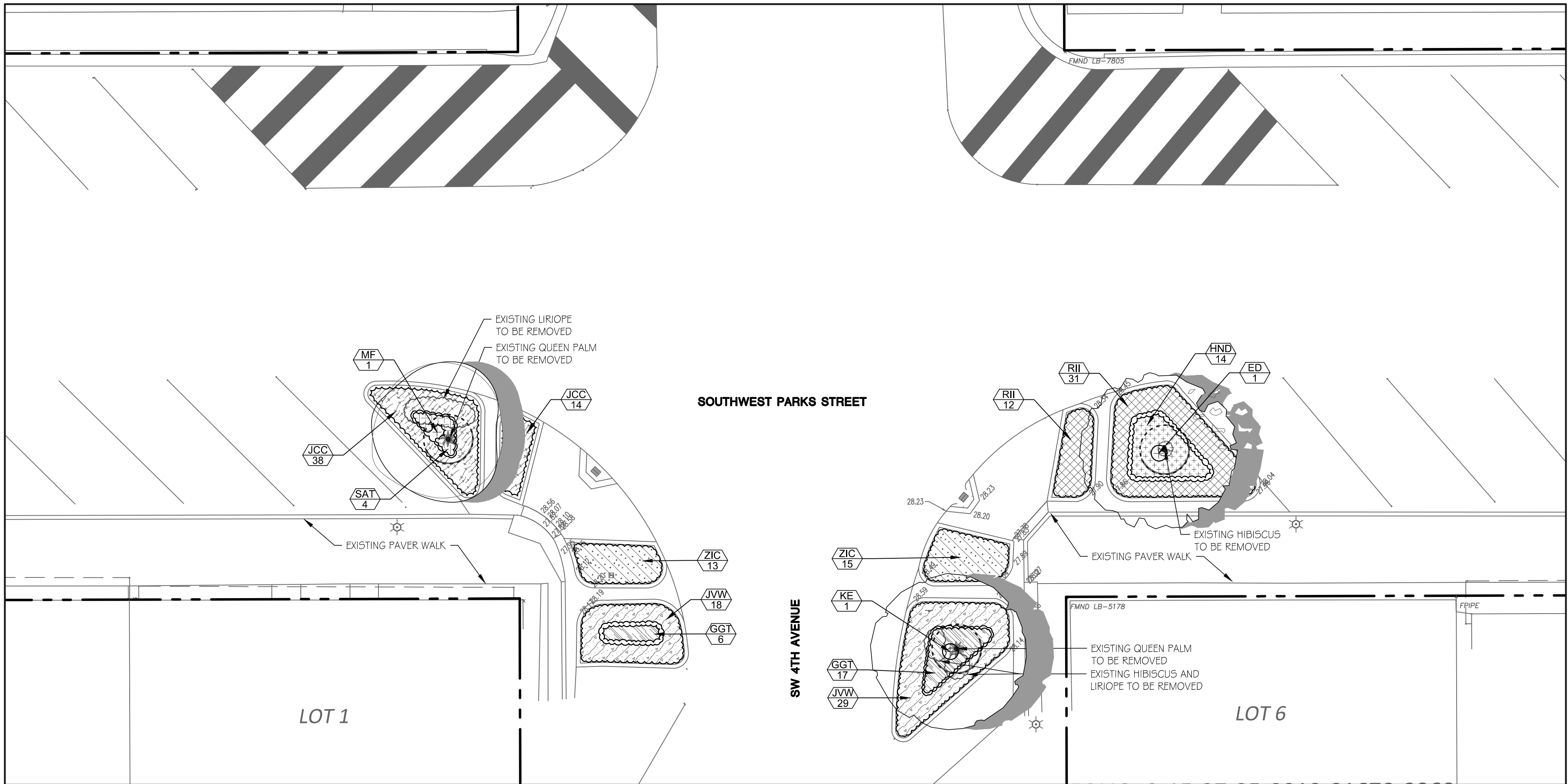
PLANTING PLAN FOR BULB-OUT AT SW 6TH AVENUE

1" = 10'

PLANTING PLAN FOR BULB-OUT AT OSCEOLA AVENUE (SW 5TH AVENUE)

1" = 10'

File Name: P:\Projects\2020\204017 Okeechobee MFCADD Files\Drawings\04-Planting\04-017-1-PlantingPlans-0.dwg - (Plotted by: Marcos Mendez on Friday, April 1, 2022 7:56:02 AM)

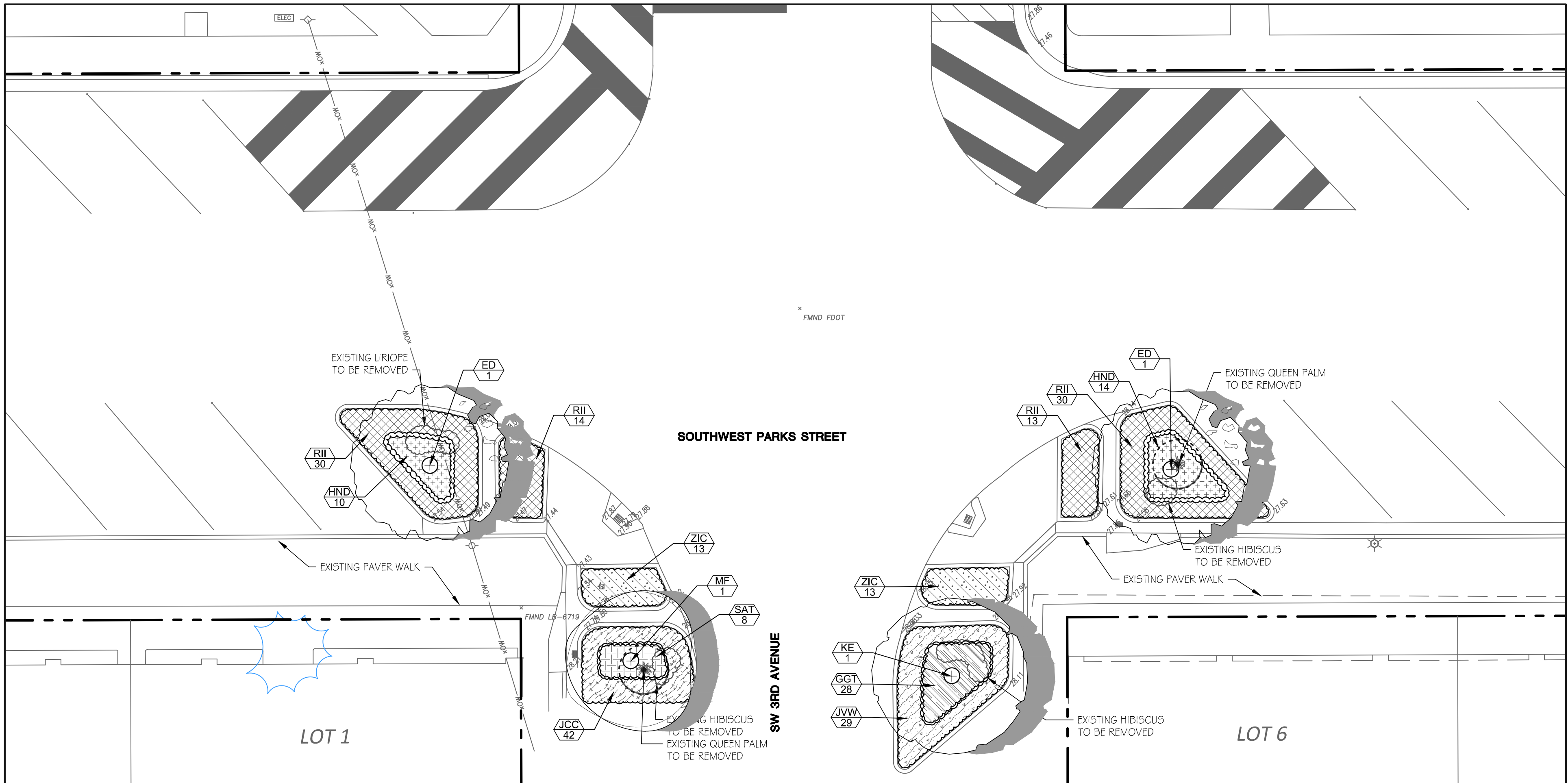


- NOTES:
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 - CONTRACTOR SHALL HAND EXCAVATE AROUND EXISTING SIGNS, POLES, HYDRANTS OR OTHER UTILITIES TO AVOID DAMAGE OR UNDERMINING OF FOOTERS.
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PLANT SCHEDULE (SW 4TH AVE)						
TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPEC.	
	ED	1	Elaeocarpus decipiens Japanese Blueberry Tree	F.G. 15'-16" HT., 4" CAL., 4-1/2" C.T.	Standard, Roots Plus Grown, Florida Fancy	
	KE	1	Koelreuteria elegans Golden Rain Tree	F.G. 12'-14" HT., 2-1/2" D.B.H., 4-1/2" C.T.	Standard, Florida No. 1	
	MF	1	Myrcianthes fragrans Simpson's Stopper	F.G. 12' HT, 2-1/2" D.B.H.	Standard, Florida No. 1	
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPEC.	SPACING
	GGT	23	Galphimia gracilis Thryallis	3 G, 24" x 24"	Full	18" o.c.
	HND	14	Hamelia nodosa Dwarf Firebush	3 G, 24" x 24"	Full	24" o.c.
	JVV	47	Jasminum volubile Wax Jasmine	3 G, 24" x 24"	Full	24" o.c.
	JCC	52	Juniperus conferta Compacta Dwarf Shore Juniper	3 G, 12" x 24"	Full	18" o.c.
	RII	43	Rhaphiolepis indica Indian Hawthorn	3 G, 24" x 24"	Full	24" o.c.
	SAT	4	Schefflera arboricola 'Trinette' Trinette Variegated Schefflera	3 G, 24" x 24"	Full	24" o.c.
	ZIC	28	Zamia integrifolia Coontie	3 G, 24" x 24"	Full	24" o.c.

LANDSCAPE MISC. SCHEDULE (SW 4TH AVE)

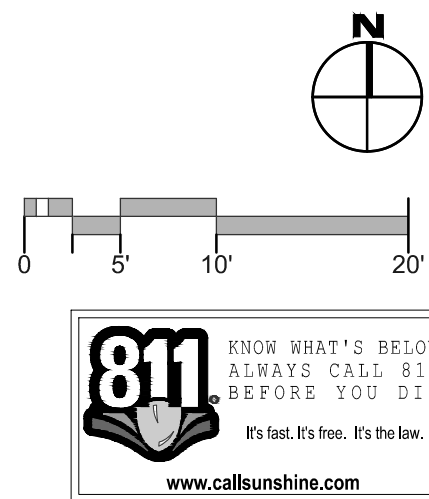
PLANTING SOILS DESCRIPTION	QTY
Excavate landscape areas to 15" minimum depth (measured from top of curb); tree pits shall be excavated to 30" depth (see details). Maintain a 6" horizontal distance from back of curb to prevent undermining of road and curb foundation. Fill with 50/50 planting soil mix (compact soil to 80% proctor) to within 3" of top of curb.	36.28 cy
Mulch all landscape shrub beds to a minimum depth of 3", see planting details	7.18 cy



PLANT SCHEDULE (SW 3RD AVE)						
TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPEC.	
	ED	2	Elaeocarpus decipiens Japanese Blueberry Tree	F.G. 15'-16" HT., 4" CAL., 4-1/2" C.T.	Standard, Roots Plus Grown, Florida Fancy	
	KE	1	Koelreuteria elegans Golden Rain Tree	F.G. 12'-14" HT., 2-1/2" D.B.H., 4-1/2" C.T.	Standard, Florida No. 1	
	MF	1	Myrcianthes fragrans Simpson's Stopper	F.G. 12' HT, 2-1/2" D.B.H.	Standard, Florida No. 1	
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPEC.	SPACING
	GGT	28	Galphimia gracilis Thryallis	3 G, 24" x 24"	Full	18" o.c.
	HND	24	Hamelia nodosa Dwarf Firebush	3 G, 24" x 24"	Full	24" o.c.
	JVV	29	Jasminum volubile Wax Jasmine	3 G, 24" x 24"	Full	24" o.c.
	JCC	42	Juniperus conferta Compacta Dwarf Shore Juniper	3 G, 12" x 24"	Full	18" o.c.
	RII	87	Rhaphiolepis indica Indian Hawthorn	3 G, 24" x 24"	Full	24" o.c.
	SAT	8	Schefflera arboricola 'Trinette' Trinette Variegated Schefflera	3 G, 24" x 24"	Full	24" o.c.
	ZIC	26	Zamia integrifolia Coontie	3 G, 24" x 24"	Full	24" o.c.

LANDSCAPE MISC. SCHEDULE (SW 3RD AVE)

PLANTING SOILS DESCRIPTION	QTY
Excavate landscape areas to 15" minimum depth (measured from top of curb); tree pits shall be excavated to 30" depth (see details). Maintain a 6" horizontal distance from back of curb to prevent undermining of road and curb foundation. Fill with 50/50 planting soil mix (compact soil to 80% proctor) to within 3" of top of curb.	43.1 cy
Mulch all landscape shrub beds to a minimum depth of 3", see planting details	8.32 cy



REVIEW SET
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ELEVATIONS ARE IN NAVD 1988

BULB-OUT PLANTING ALONG SOUTHWEST
PARK STREET
FLAGLER PARKS
CITY OF OKEECHOBEE, FLORIDA

PLANTING PLAN

TAMMY D. COOK, R.L.A.
STATE OF FLORIDA REGISTERED LANDSCAPE ARCHITECT
LICENSE No.1328

DATE: 04/01/2022

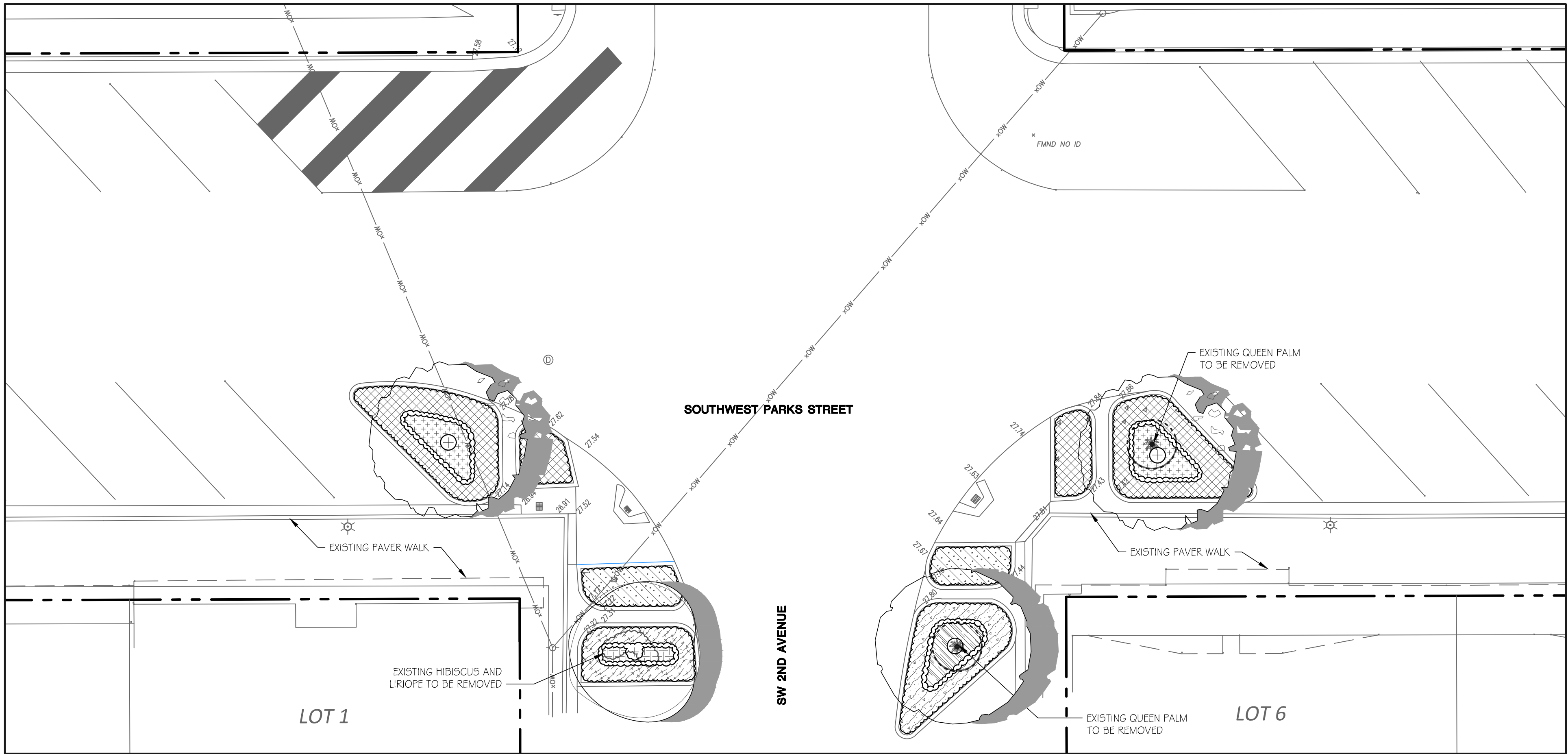
SCALE
1" = 10'
PROJECT No
204017.1

SHEET
L-2

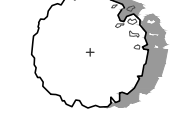
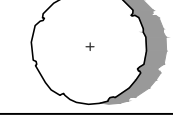
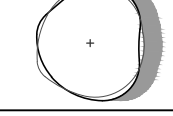
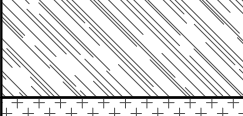
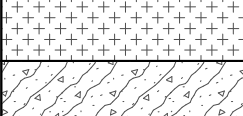

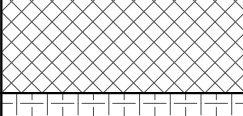
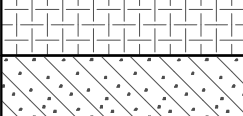
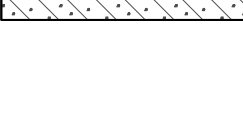



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File Name: P:\Projects\2020\204017 Okeechobee MPO\ADD Files\Drawings\04\Site\204017-1-PlantingPlans-0.dwg - (Plotted by: Marcos Mendez on Friday, April 1, 2022 7:56:27 AM)


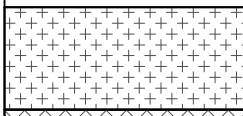



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	ED	2	Elaeocarpus decipiens Japanese Blueberry Tree	F.G. 15'-16' HT., 4" CAL., 4-1/2" C.T.	Standard, Roots Plus Grown, Florida Fancy	
	KE	1	Koelreuteria elegans Golden Rain Tree	F.G. 12'-14' HT., 2-1/2" D.B.H., 4-1/2" C.T.	Standard, Florida No. 1	
	MF	1	Myrcianthes fragrans Simpson's Stopper	F.G. 12' HT, 2-1/2" D.B.H.	Standard, Florida No. 1	
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPEC.	SPACING
	GGT	15	Galphimia gracilis Thryallis	3 G, 24" x 24"	Full	18" o.c.
	HND	19	Hamelia nodosa Dwarf Firebush	3 G, 24" x 24"	Full	24" o.c.
	JVW	24	Jasminum volubile Wax Jasmine	3 G, 24" x 24"	Full	24" o.c.
	JCC	31	Juniperus conferta Compacta Dwarf Shore Juniper	3 G, 12" x 24"	Full	18" o.c.
	RII	83	Rhaphiolepis indica Indian Hawthorn	3 G, 24" x 24"	Full	24" o.c.
	SAT	4	Schefflera arboricola 'Trinette' Trinette Variegated Schefflera	3 G, 24" x 24"	Full	24" o.c.
	ZIC	28	Zamia integrifolia Coontie	3 G, 24" x 24"	Full	24" o.c.

LANDSCAPE MISC. SCHEDULE (SW 2ND AVE)

PLANTING SOILS	QTY
DESCRIPTION	
Excavate landscape areas to 15" minimum depth (measured from top of curb); tree pits shall be excavated to 30" depth (see details). Maintain a 6" horizontal distance from back of curb to prevent undermining of road and curb foundation. Fill with 50/50 planting soil mix (compact soil to 80% proctor) to within 3" of top of curb.	38.24 cy
Mulch all landscape shrub beds to a minimum depth of 3", see planting details	7.31 cy

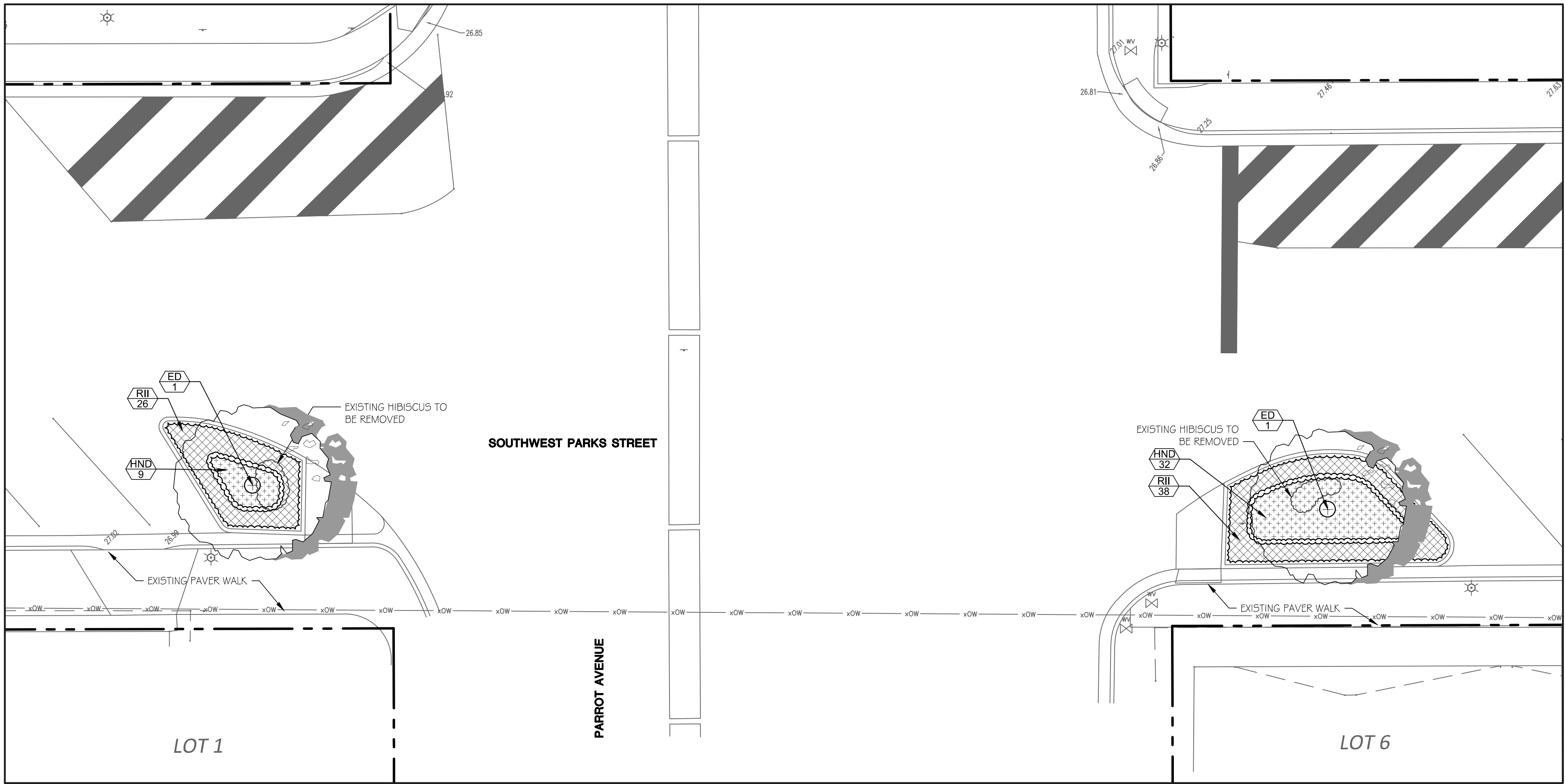
PLANT SCHEDULE (PARROT AVE)						
TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPEC.	
	ED	2	Elaeocarpus decipiens Japanese Blueberry Tree	F.G. 15'-16' HT., 4" CAL., 4-1/2" C.T.	Standard, Roots Plus Grown, Florida Fancy	
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPEC.	SPACING
	HND	41	Hamelia nodosa Dwarf Firebush	3 G, 24" x 24"	Full	24" o.c.
	RII	64	Rhaphiolepis indica Indian Hawthorn	3 G, 24" x 24"	Full	24" o.c.

LANDSCAPE MISC. SCHEDULE (PARROT AVE)

PLANTING SOILS	QTY
DESCRIPTION	
Excavate landscape areas to 15" minimum depth (measured from top of curb); tree pits shall be excavated to 30" depth (see details). Maintain a 6" horizontal distance from back of curb to prevent undermining of road and curb foundation. Fill with 50/50 planting soil mix (compact soil to 80% proctor) to within 3" of top of curb.	24.05 cy
Mulch all landscape shrub beds to a minimum depth of 3", see planting details	4.58 cy

PLANTING PLAN FOR BULB-OUT AT SW 2ND AVENUE

1" = 10'



PLANTING PLAN FOR BULB-OUT AT PARROTT AVENUE)

1" = 10'



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BULB-OUT PLANTING ALONG SOUTHWEST
PARK STREET
FLAGLER PARKS
CITY OF OKEECHOBEE, FLORIDA

PLANTING PLAN

TAMMY D. COOK, R.L.A.
STATE OF FLORIDA REGISTERED LANDSCAPE ARCHITECT
LICENSE No.1328

DATE: 04/01/2022

REVIEW SET
NOT FOR CONSTRUCTION
ELEVATIONS ARE IN NAVD 1988

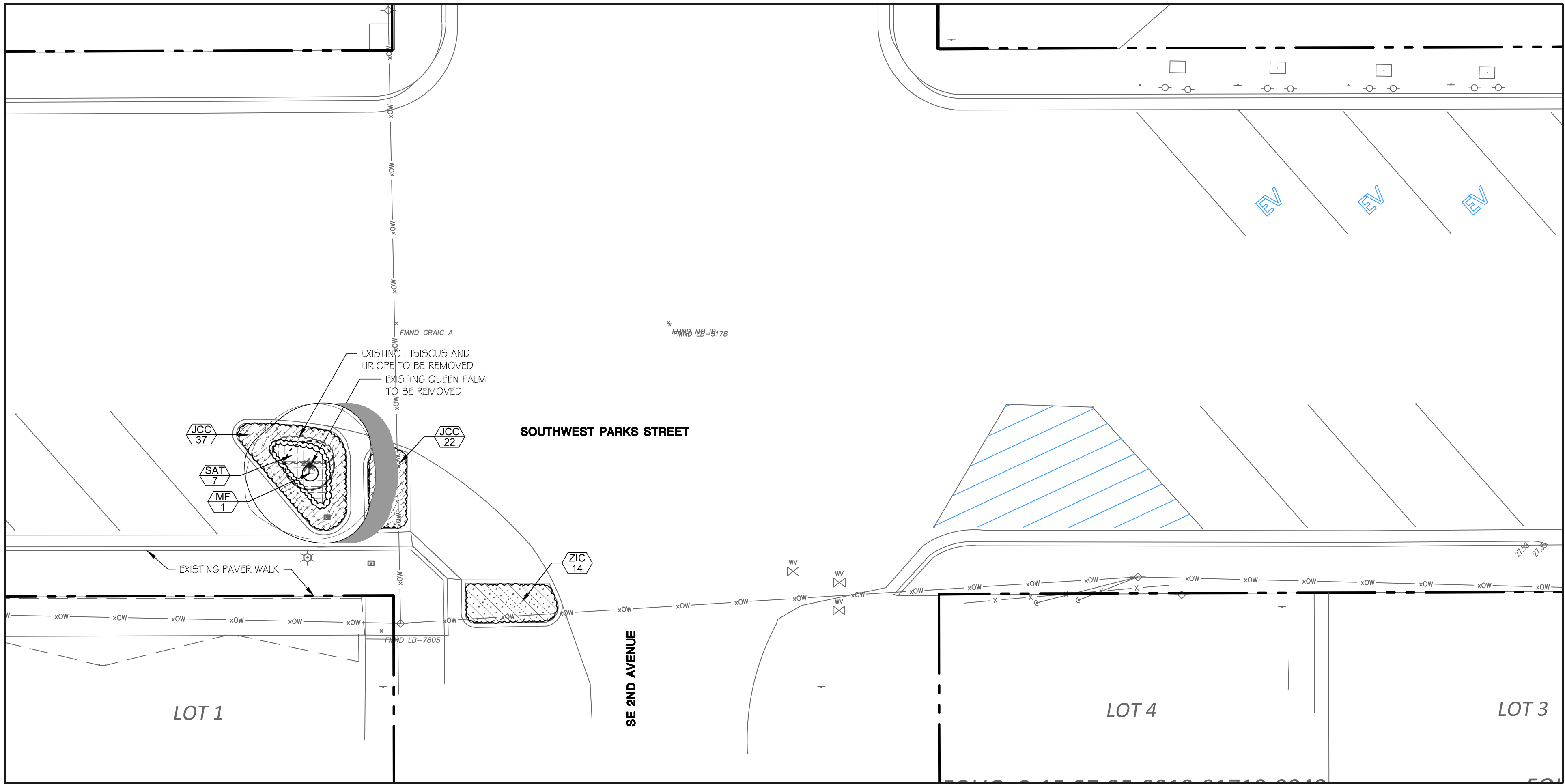


SCALE
1" = 10'
PROJECT No
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SHEET

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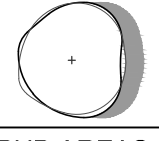
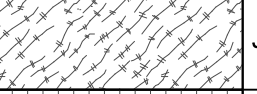
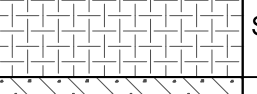
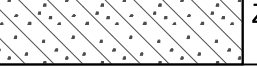
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PLANTING PLAN FOR BULB-OUT AT SE 2ND AVENUE

1" = 10'

- NOTES:
1. CONTRACTOR SHALL REMOVE (HAUL AWAY AND DISPOSE OF) EXISTING PLANT MATERIAL WITHIN "BULB-OUTS" TO BE PLANTED WITH NEW MATERIAL, UNLESS NOTED TO REMAIN.
 2. CONTRACTOR SHALL HAND EXCAVATE AROUND EXISTING SIGNS, POLES, HYDRANTS OR OTHER UTILITIES TO AVOID DAMAGE OR UNDERMINING OF FOOTERS.
 3. ANY DAMAGE TO PAVEMENT, CURBS, UTILITIES, EXISTING EQUIPMENT OR FURNISHINGS DUE TO CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY CONTRACTOR AT NO COST TO OWNER.

PLANT SCHEDULE (SE 2ND AVE)						
TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPEC.	
	MF	1	Myrcianthes fragrans Simpson's Stopper	F.G. 12' HT, 2-1/2" D.B.H.	Standard, Florida No. 1	
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPEC.	SPACING
	JCC	59	Juniperus conferta Compacta Dwarf Shore Juniper	3 G, 12" x 24"	Full	18" o.c.
	SAT	7	Schefflera arboricola 'Trinette' Trinette Variegated Schefflera	3 G, 24" x 24"	Full	24" o.c.
	ZIC	14	Zamia integrifolia Coontie	3 G, 24" x 24"	Full	24" o.c.

LANDSCAPE MISC. SCHEDULE (SE 2ND AVE)

PLANTING SOILS	
DESCRIPTION	QTY
Excavate landscape areas to 15" minimum depth (measured from top of curb); tree pits shall be excavated to 30" depth (see details). Maintain a 6" horizontal distance from back of curb to prevent undermining of road and curb foundation. Fill with 50/50 planting soil mix (compact soil to 80% proctor) to within 3" of top of curb.	11.0 cy
Mulch all landscape shrub beds to a minimum depth of 3", see planting details	2.18 cy

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BULB-OUT PLANTING ALONG SOUTHWEST
PARK STREET
FLAGLER PARKS
CITY OF OKEECHOBEE, FLORIDA

PLANTING PLAN

TAMMY D. COOK, R.L.A.
STATE OF FLORIDA REGISTERED LANDSCAPE ARCHITECT
LICENSE No.1328

DATE: 04/01/2022

SCALE

1" = 10'

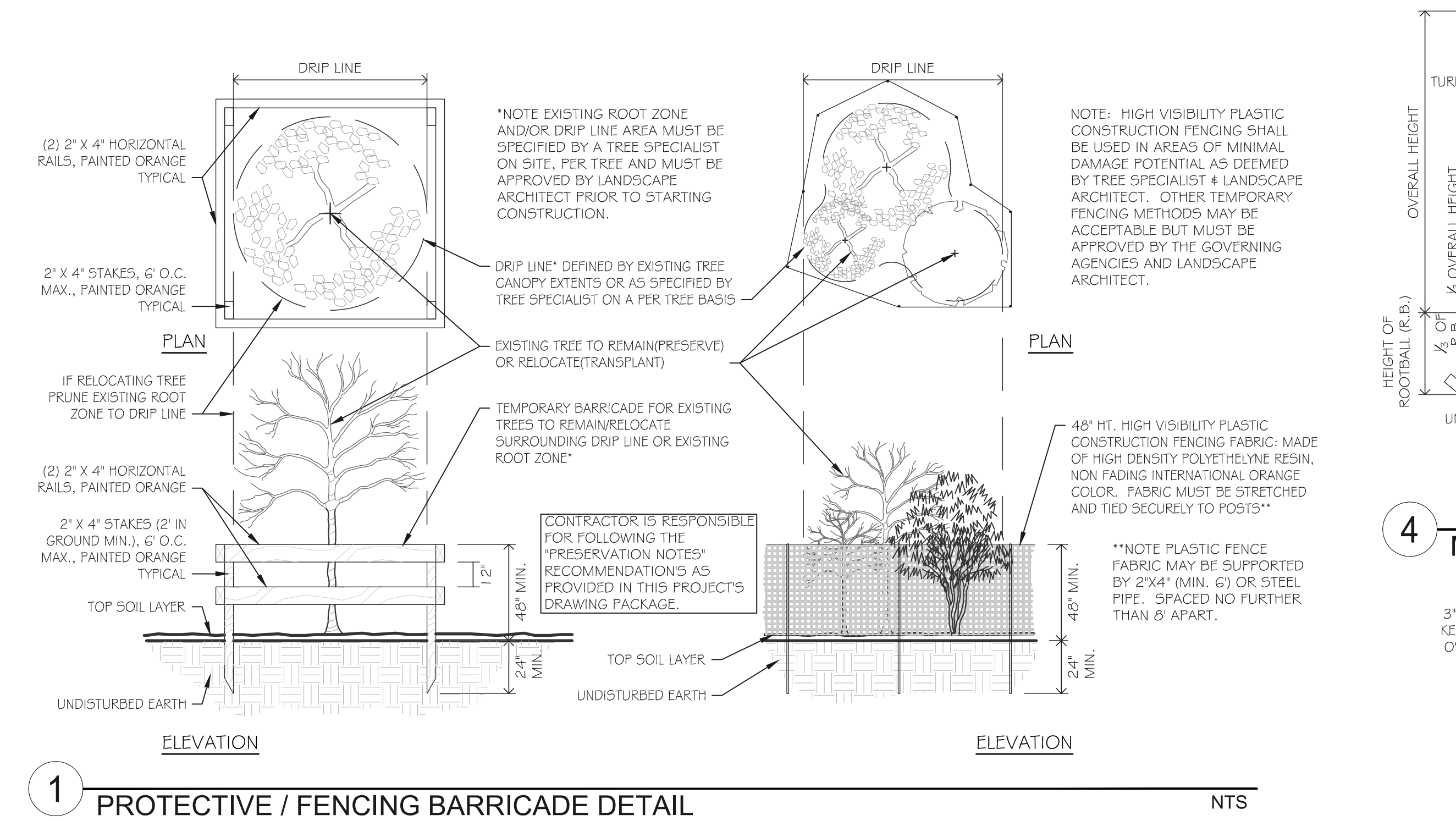
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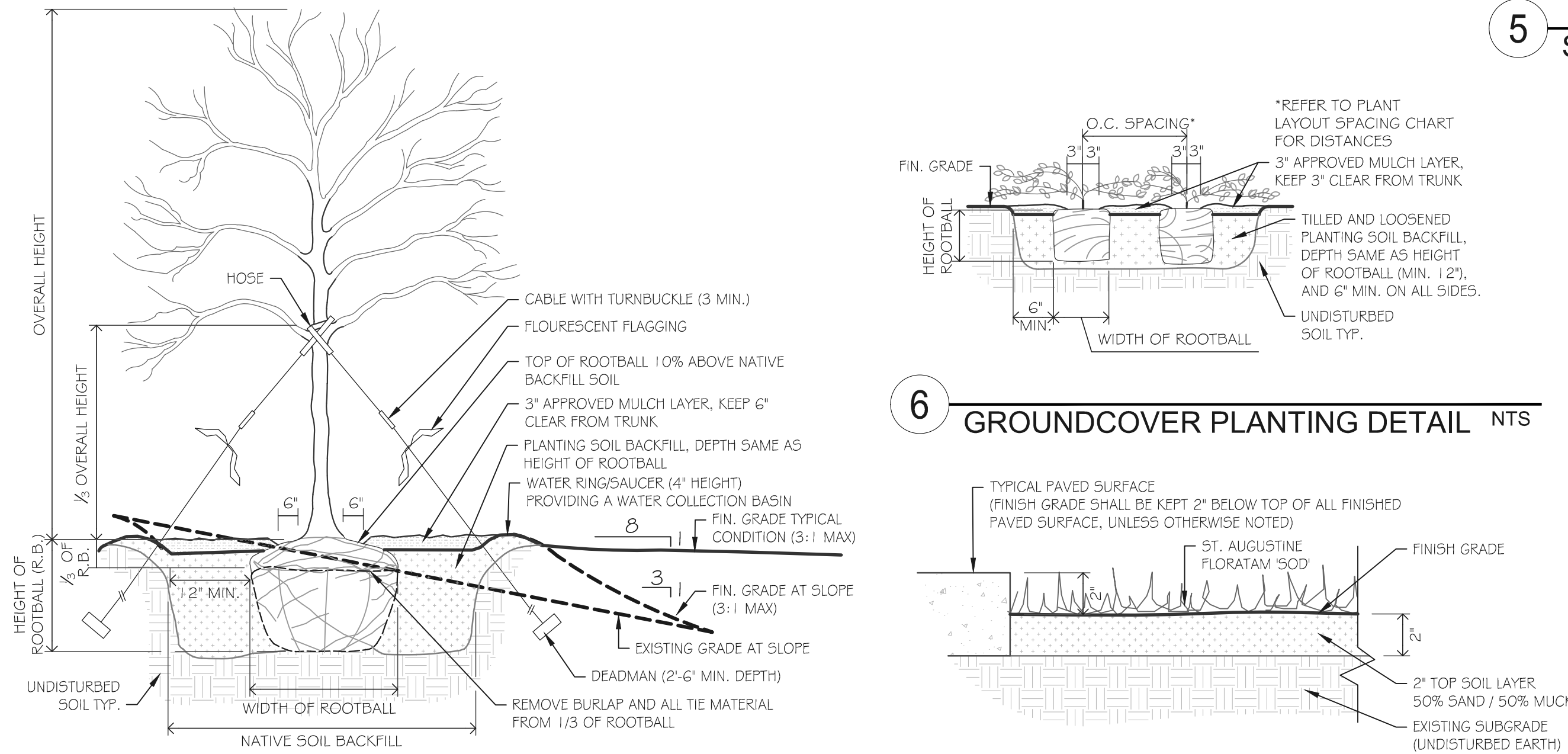
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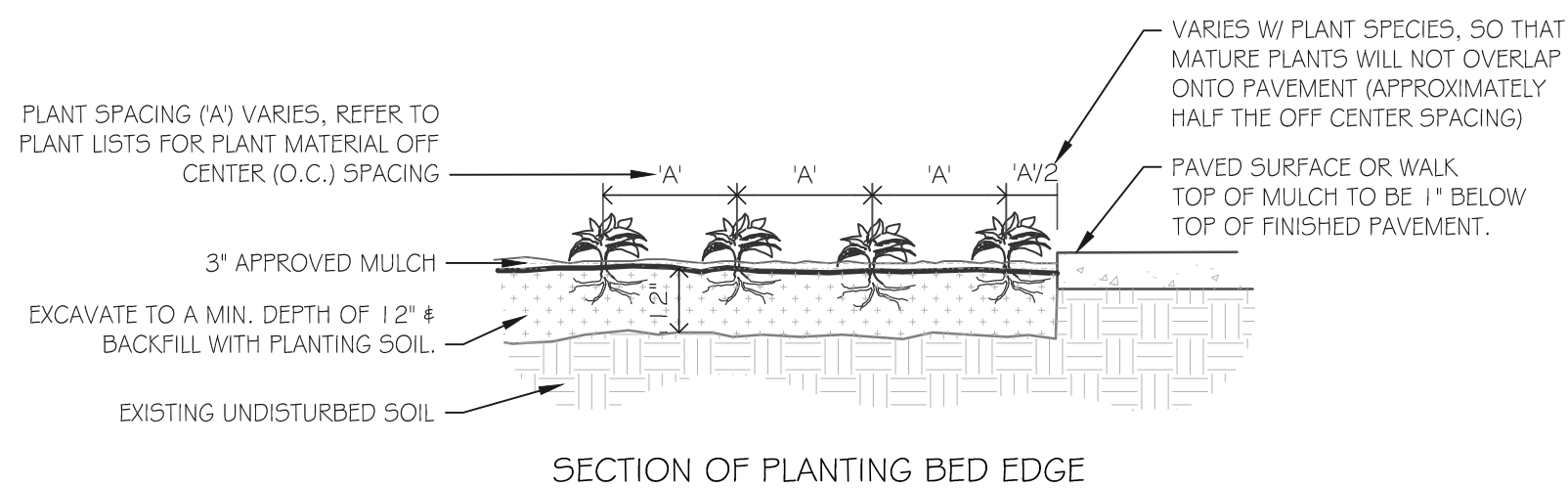
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1 PROTECTIVE / FENCING BARRICADE DETAIL NTS

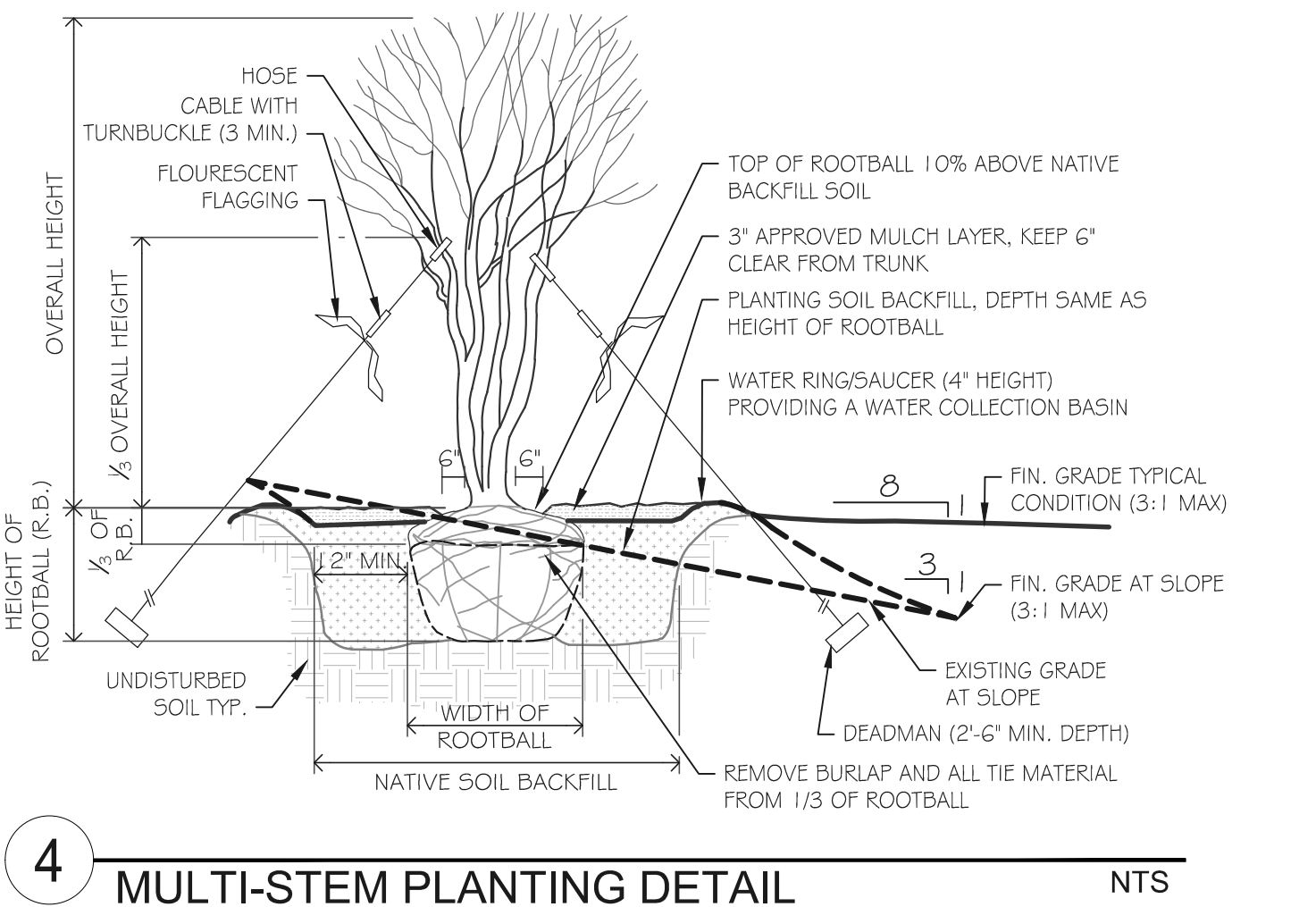


2 TREE PLANTING DETAIL NTS

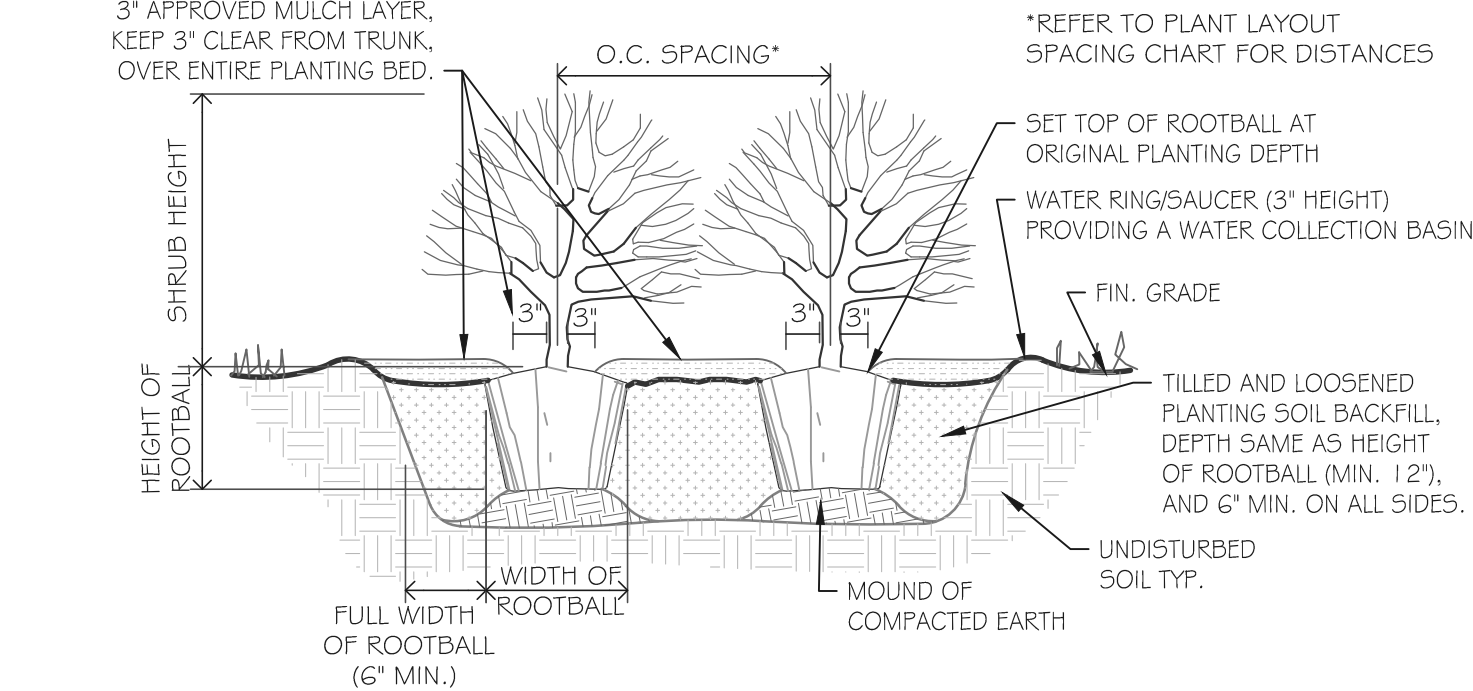


3 GROUNDCOVER & SHRUB LAYOUT & SPACING DETAIL

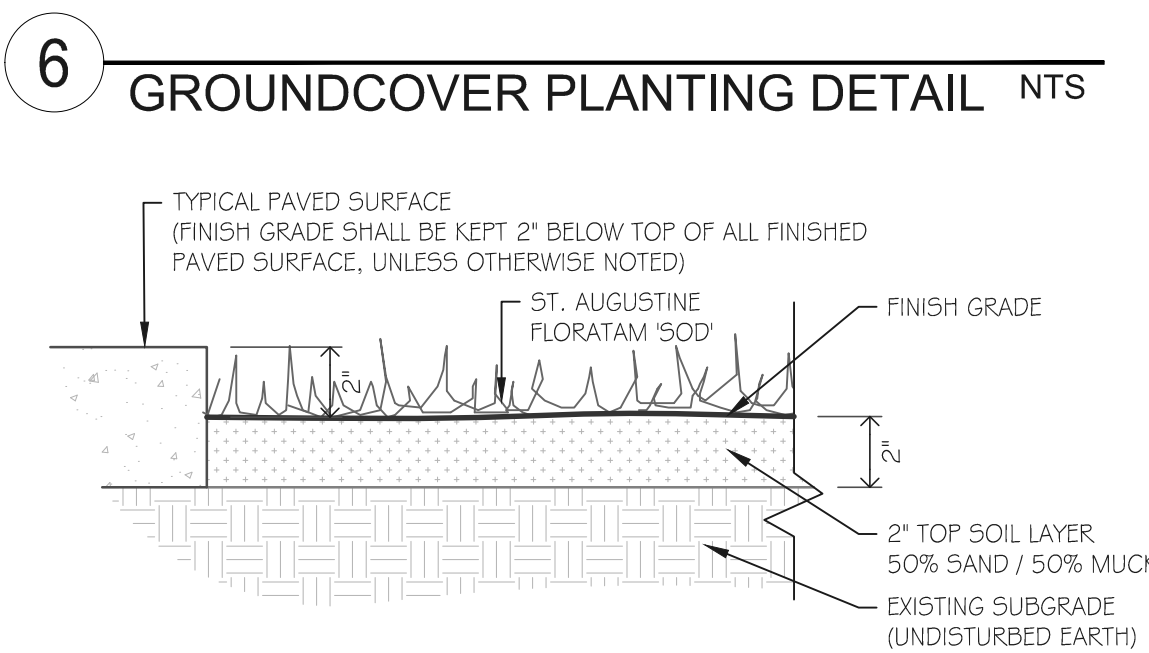
GROUNDCOVER / SHRUB SPACING CHART	
PLANT SPACING (A)	ROW SPACING (B)
6 IN. O.C.	5 IN. O.C.
8 IN. O.C.	7 IN. O.C.
10 IN. O.C.	9 IN. O.C.
12 IN. O.C.	10 IN. O.C.
15 IN. O.C.	13 IN. O.C.
18 IN. O.C.	15 IN. O.C.
24 IN. O.C.	21 IN. O.C.
30 IN. O.C.	26 IN. O.C.
36 IN. O.C.	31 IN. O.C.
48 IN. O.C.	41 IN. O.C.
54 IN. O.C.	46 IN. O.C.
60 IN. O.C.	52 IN. O.C.
ROW SPACING = PLANT SPACING X 0.86	



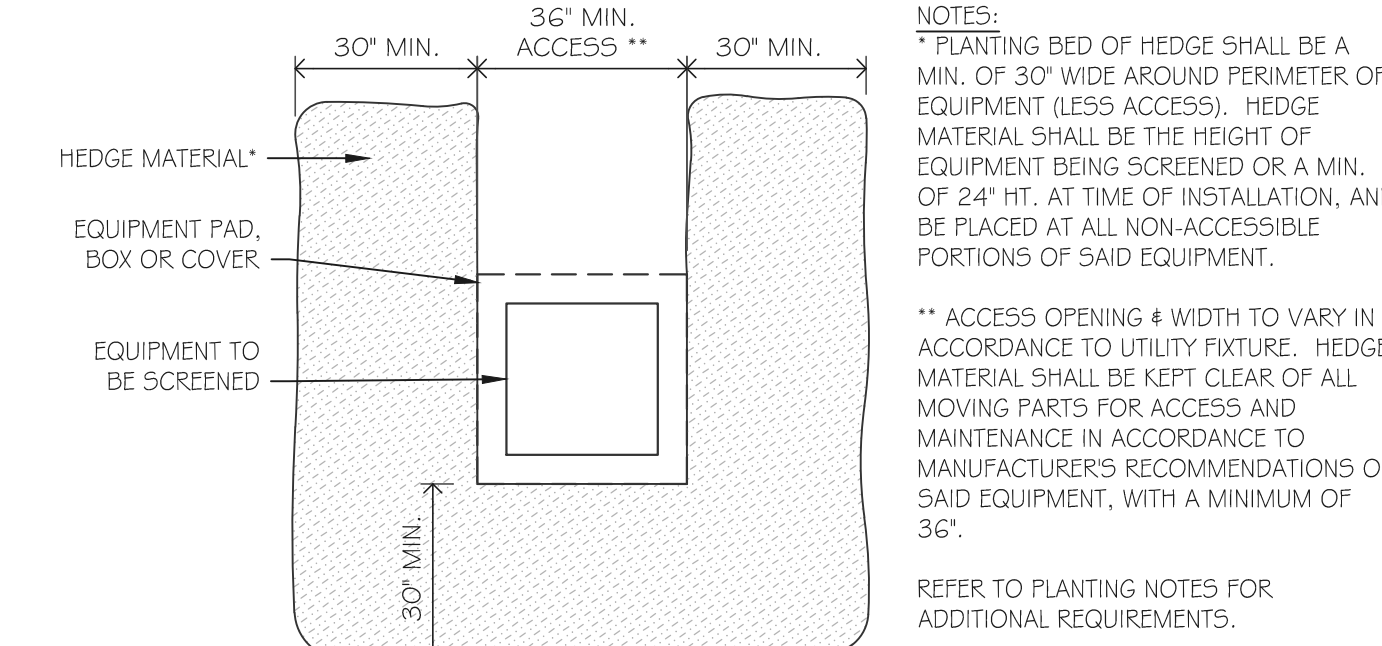
4 MULTI-STEM PLANTING DETAIL NTS



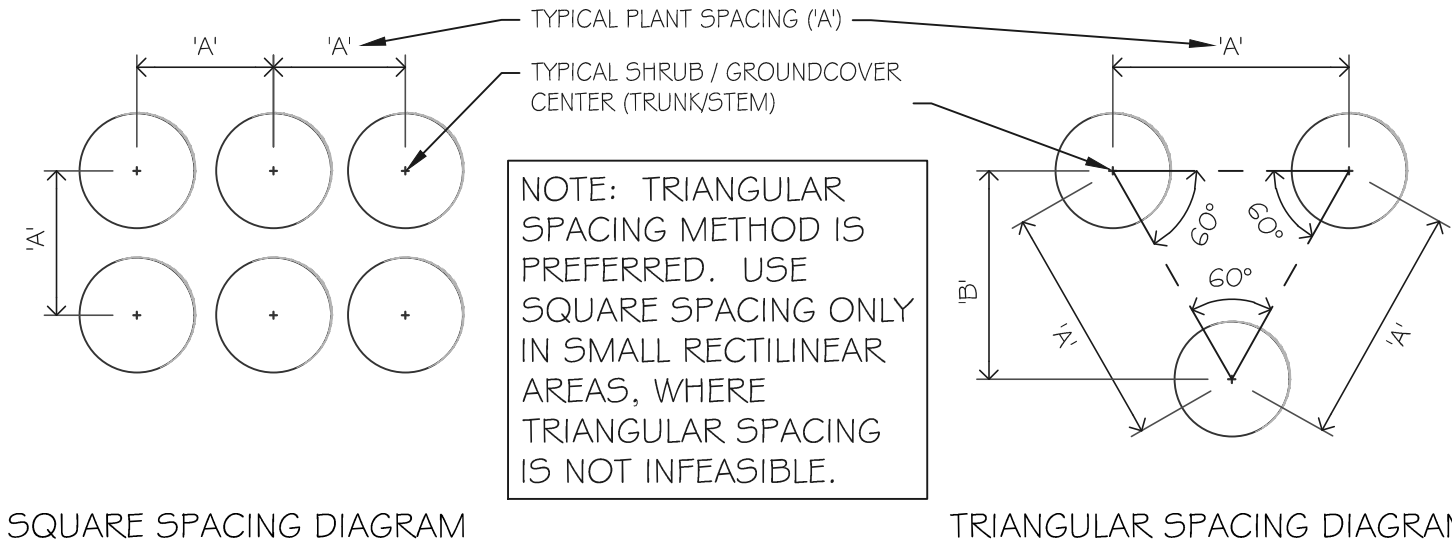
5 SHRUB PLANTING DETAIL NTS



6 GROUNDCOVER PLANTING DETAIL NTS



9 UTILITY PAD SCREENING DETAIL NTS



TRIANGULAR SPACING DIAGRAM

BULB-OUT PLANTING ALONG SOUTHWEST PARK STREET
FLAGLER PARKS
CITY OF OKEECHOBEE, FLORIDA

PLANTING DETAILS AND NOTES

PLANTING NOTES:

1. STATE LAW MANDATES CONTACTING "SUNSHINE STATE ONE-CALL OF FLORIDA, INC." AT 811 OR 1-800-432-4770, AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. LANDSCAPE CONTRACTOR SHALL CONTACT THE COUNTY, CITY AND/OR UTILITY COMPANIES TO LOCATE ALL UNDERGROUND UTILITIES OR STRUCTURES PRIOR TO DIGGING. LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO UNDERGROUND UTILITIES, AND/OR CONSTRUCTION CAUSED BY UTILITY DAMAGE, AT NO COST TO THE OWNER.
3. CONTRACTOR SHALL FURNISH A "UNIT PRICE BREAKDOWN" FOR ALL MATERIAL TO BE USED IN PROJECT.
- 3.1. MULCH, TOPSOIL, FERTILIZER, STAKING, ETC. SHALL BE INCLUDED IN THE "UNIT BREAKDOWN" COST PER PLANT.
- 3.2. REQUESTS FOR SUBSTITUTIONS AND CHANGES SHALL BE IN WRITING BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 3.3. OWNER'S REPRESENTATIVE MAY IN HIS/HER DISCRETION ADD OR DELETE UNINSTALLED PLANT MATERIAL FROM PROJECT UTILIZING THE "UNIT BREAKDOWN" UNIT COSTS SUBMITTED.
4. CONTRACTOR(S) MUST OBTAIN SEPARATE LANDSCAPE, IRRIGATION & TREE RELOCATION/REMOVAL PERMITS FROM THE GOVERNING AGENCIES PRIOR TO THE ISSUANCE OF THE FIRST BUILDING PERMIT FOR THE PROJECT.
5. LANDSCAPE CONTRACTOR MUST CALL THE LANDSCAPE INSPECTOR WITH THE GOVERNING AGENCY TO SCHEDULE A PRE CONSTRUCTION MEETING, ALONG WITH THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO ANY SITE PREPARATION.
6. XERISCAPE LANDSCAPE PRINCIPLES SHALL BE APPLIED TO ALL SITES AS SPECIFIED IN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICTS "WATERWISE SOUTH FLORIDA LANDSCAPES" GUIDELINES.
7. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT & GOVERNING AGENCIES OF ANY CHANGES IN MATERIAL FOR APPROVAL, PRIOR TO INSTALLATION.
8. LANDSCAPE CONTRACTOR SHALL VERIFY ALL ESTIMATED QUANTITIES OF MATERIAL SHOWN ON THE DRAWINGS PRIOR TO SUBMITTING HIS BID. PLANTING PLAN IS TO TAKE PRECEDENCE OVER PLANT LIST SCHEDULE.
9. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF NOT LESS THAN 12 MONTHS AFTER DATE OF FINAL ACCEPTANCE (SEE WATERING NOTE).
10. OWNER(S) OF THE LAND OR THEIR AGENTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE, AFTER INSTALLATION.

SITE PREPARATION:

11. LANDSCAPE CONTRACTOR SHALL EXERCISE CAUTION TO PROTECT ALL EXISTING SOD AND IRRIGATION SYSTEMS ANY DAMAGE TO THE SOD OR IRRIGATION SHALL BE REPLACED/REPAIRED TO THE ORIGINAL STATE BY THE LANDSCAPE CONTRACTOR AT NO COST TO THE OWNER.
12. GENERAL CONTRACTOR TO REMOVE ALL EXISTING BRAZILIAN PEPPER, FLORIDA HOLLY AND ALL EXOTIC NUISANCE MATERIAL ON SITE, AS REQUIRED AND/OR AS SPECIFIED ON EXISTING PRESERVATION/DISPOSITION PLANS.
13. GENERAL CONTRACTOR SHALL ERADICATE & REMOVE ALL WEEDS & GRASS, CLEAN-UP ANY DEAD MATERIAL, DEBRIS, AND RUBBISH PRIOR TO INSTALLING A NEW PLANT MATERIAL.
14. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL FINAL GRADING WITHIN PLANTING AREAS.

PLANTING/TOP SOIL:

15. ALL BUILDING CONSTRUCTION MATERIAL AND FOREIGN MATERIAL SHALL BE REMOVED FROM THE PLANTING AREAS AND REPLACED WITH 50/50 MIX FILL SOIL OR AS OTHERWISE SPECIFIED.
- 15.1. ALL PARKING ISLANDS AND PLANTING BEDS AROUND BUILDINGS, SHALL BE EXCAVATED TO A DEPTH OF 12" MIN. AND REPLACED WITH 50/50 PLANT MIX, OR AS PER SPECIFICATIONS.
- 15.2. TOPSOIL SHALL BE CLEAN AND FREE OF CONSTRUCTION DEBRIS, WEEDS, ROCKS, NOXIOUS PESTS AND DISEASES, AND EXHIBIT A PH OF 6.5 TO 7.0. THE TOPSOIL FOR PLANTING AREAS SHALL BE AMENDED WITH HORTICULTURAL ACCEPTABLE ORGANIC MATERIAL. ALL SOILS USED SHALL BE SUITABLE FOR THE INTENDED PLANT MATERIAL. THE SOURCE OF THE TOPSOIL SHALL BE KNOWN TO THE APPLICANT AND MUST BE ACCEPTABLE TO THE GOVERNING AGENCIES.
- 15.3. TREES SHALL RECEIVE TWELVE (12") INCHES OF PLANTING SOIL AROUND THE ROOT BALL. TREE PITS SHALL BE EXCAVATED A MINIMUM OF 36" DEPTH. SEE TREE PLANTING DETAIL.
- 15.4. 6" TOP SOIL REQUIRED AROUND & BENEATH ALL PROPOSED PLANT MATERIAL ROOT BALLS. (UNLESS OTHERWISE NOTED) EXCAVATED/REMOVED SOILS SHALL BE HAILED AWAY AND DISPOSED OF PROPERLY.

PLANT MATERIAL:

16. ALL PLANT MATERIAL SHALL BE MIN. GRADE OF FLORIDA NO. 1 & BE INSTALLED AS SPECIFIED IN "HANDBOOK OF AGRICULTURAL GRADES AND STANDARDS", CURRENT EDITION, COLLECTIVELY.
17. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING PERMITS PRIOR TO INSTALLATION OF NEW PLANT MATERIAL.
18. ALL GUYING, STAKING & TREE BRACES SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. REFER TO PLANTING DETAILS FOR APPROVED METHODS. LANDSCAPE CONTRACTOR SHALL RETURN 12 MONTHS AFTER COMPLETION OF JOB AND REMOVE ALL GUYS, STAKES & TREE BRACES.
19. ALL PLANT MATERIAL SYMBOLS SHOWN ON LANDSCAPE PLANS SHALL BE CONSIDERED DIAGRAMMATIC AND SHOULD BE ADJUSTED IN THE FIELD BY CONTRACTOR TO AVOID UTILITY CONFLICTS AND OTHER OBSTRUCTIONS. WHERE SAID ADJUSTMENT CANNOT BE DONE WITHOUT SIGNIFICANT CHANGE TO THE PLANTING DESIGN CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE FOR APPROVAL, PRIOR TO INSTALLATION.
- 19.1. TREES SHALL BE PLACED A MINIMUM OF 6 FT. FROM UNDERGROUND UTILITIES AND ALL SHADE TREES INSTALLED WITHIN SIX FEET OF PUBLIC/PRIVATE INFRASTRUCTURE (INCLUDING CURBS, WALKS, PAVEMENT, ETC.) SHALL UTILIZE A ROOT BARRIER SYSTEM, AS APPROVED BY THE GOVERNING AGENCY.
- 19.2. ALL PLANT MATERIAL SHALL BE CLEAR (7-1/2 FT. IN FRONT & SIDES WITH 4 FT. IN REAR) AROUND ALL FIRE HYDRANTS, CHECK VALVES, FIRE DEPT. EQUIPMENT, ETC., OR AS REQUIRED.
- 19.3. SHADE TREES SHALL BE PLANTED MIN. OF 15 FT. FROM LIGHT POLES, ALL SMALL TREES AND PALMS TO BE PLANTED MIN. OF 7.5 FT. FROM LIGHT POLES, OR AS OTHERWISE SPECIFIED.
- 19.4. ALL SHADE TREES SHALL HAVE A 4 1/2" MIN. CLEAR TRUNK HEIGHT (UNLESS OTHERWISE SPECIFIED) AND CALIPER SHALL BE MEASURED AT D.B.H. AT TIME OF PLANTING.
- 19.5. NO TREES OR OTHER PLANT MATERIAL MAY BE PLANTED IN RIGHTS-OF-WAY (IE. SWALE AREAS) WITHOUT A PERMIT. NO SHRUB SPECIES WITH A MATURE HEIGHT THAT WILL BLOCK THE CLEAR SIGHT ZONE FROM 30 INCHES IN HEIGHT TO SIX FEET IN HEIGHT WILL BE APPROVED IN SAID SWALE AREAS.
- 19.6. ALL DUMPSTERS, TRANSFORMERS, UTILITY BOXES, IRRIGATION PUMP HOUSES & MECHANICAL EQUIPMENT, INCLUDING BACK FLOW PREVENTOR, A.C. UNITS, ETC., SHALL BE SCREENED WITH HEDGE MATERIAL TO THE HEIGHT OF EACH ABOVE GROUND ELEMENT FOR COMPLETE SCREENING ON THREE (3) SIDES MIN.

- 19.6.1. ALL SCREENING SHRUBS SHALL BE PLANTED IN SUCH A WAY AS TO PROVIDE ACCESS FOR PROPER OPERATION OF EQUIPMENT BEING SCREENED AND/OR PER THE REQUIREMENTS OF THE UTILITY AS NECESSARY.
20. ALL SIZES SHOWN FOR PLANT MATERIAL ON THE PLAN ARE TO BE CONSIDERED MINIMUM. ALL PLANT MATERIAL MUST MEET OR EXCEED THESE MINIMUM REQUIREMENTS FOR BOTH HEIGHT AND SPREAD. ANY OTHER REQUIREMENTS FOR SPECIFIC SHAPE OR EFFECT AS NOTED ON THE PLAN SHALL ALSO BE REQUIRED FOR ACCEPTANCE. ALL TREES ARE TO BE SINGLE TRUNK UNLESS OTHERWISE NOTED ON THE PLANS.
21. ALL SYNTHETIC BURLAP, SYNTHETIC STRING OR CORDS, OR WIRE BASKETS SHALL BE REMOVED BEFORE ANY TREES ARE PLANTED. ALL SYNTHETIC TAPE (I.E. TAGGING TAPE, NURSERY TAPE) SHALL BE REMOVED FROM TRUNKS, BRANCHES, ETC. BEFORE INSPECTION. THE TOP 1/3 OF ANY NATURAL BURLAP SHALL BE REMOVED OR TUCKED INTO THE PLANTING HOLE BEFORE THE TREES ARE BACK FILLED.
22. SET TREES NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH, OR SLIGHTLY HIGHER (+/- 1") THAN THE FINISHED GRADE.
23. ALL 'GROUND COVER' REQUIRES 75% COVERAGE AND 100% WITHIN 3 MONTHS OF INSTALLATION.
24. PROPOSED UNDERSTORY PLANT MATERIAL SHALL NOT BE PLANTED ON TOP OF TREE OR PALM ROOT BALLS.
25. ALL PLANT MATERIAL SHALL BE FERTILIZED UPON INSTALLATION, SEE SPECIFICATIONS.

MULCH:

26. A THREE (3") INCH MIN. DEPTH OF APPROVED ORGANIC MULCH MATERIAL (MEASURED AT THE TIME OF FINAL INSPECTION) SHALL BE INSTALLED IN ALL LANDSCAPED AREAS NOT COVERED BY PAVEMENT, SOD, DECORATIVE STONES, OR ANNUAL FLOWER BEDS. ADDITIONALLY, EACH TREE SHALL HAVE A RING OF ORGANIC MULCH AT THE PERIMETER OF THE ROOT BALL:
- 26.1. THE USE OF CYPRESS MULCH IS PROHIBITED, AS WELL AS ANY MULCH CONTAINING ARSENIC.
- 26.2. A MIN. MULCH WIDTH OF 18" BEYOND THE TRUNK OF ALL TREES, PALMS, HEDGES AND SHRUBS.
- 26.3. MULCH SHALL NOT BE PLACED CLOSER THAN 3" FROM THE TRUNK OF ALL TREES AND PALMS; THE MOUNDING OF MULCH IS NOT ACCEPTABLE.
- 26.4. MULCH SHALL BE USED IN CONJUNCTION WITH GROUND COVER IN ALL PLANTING BEDS (UNLESS SPECIFIED OTHERWISE).
- 26.5. DO NOT MULCH WITHIN DESIGNATED "PRESERVE AREAS" (UNLESS SPECIFIED OTHERWISE).

LANDSCAPE/LAWN AREAS:

27. LANDSCAPE MATERIAL SHALL BE PLACED ON ALL AREAS NOT COVERED BY MAIN AND ACCESSORY STRUCTURES, WALKS AND VEHICULAR USE AREAS. LANDSCAPE MATERIAL SHALL EXTEND TO ANY ABUTTING STREET, PAVEMENT EDGE AND TO THE MEAN WATER LINE OF ANY ABUTTING CANAL, LAKE OR WATERWAY.
- 27.1. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SODDED WITH ST. AUGUSTINE "FLORATAM", UNLESS OTHERWISE NOTED.
- 27.2. CONTRACTOR SHALL INCLUDE IN HIS BID ST. AUGUSTINE "FLORATAM" SOD FOR ALL LANDSCAPE AREAS VOID OF ANY PLANT MATERIAL (E.G. GROUND COVER, SHRUBS, SOD), NOT SPECIFIED IN PLANS, WITHIN THE LIMITS OF THE PROJECT. CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT PRIOR TO BIDDING IN REFERENCE TO "PROJECT LIMITS".

IRRIGATION:

28. LANDSCAPE CONTRACTOR TO PROVIDE AN AUTOMATIC LAWN IRRIGATION SYSTEM GUARANTEEING 100% COVERAGE & MAINTAIN A 50% MIN. OVERLAP TO ALL LANDSCAPED AREAS. THERE SHALL BE NO OVER SPRAY ONTO SIDEWALKS. IRRIGATION SYSTEM SHALL:
- 28.1. HAVE A RAIN SENSOR DEVICE INSTALLED, AS REQUIRED.
- 28.2. USE PURPLE CODED PIPE, HEADS, VALVES ETC. FOR IDENTIFYING RECLAIM WATER COMPONENTS, AS REQUIRED.
- 28.3. IRRIGATION PLAN SHALL BE PROVIDED PRIOR TO BUILDING PERMIT.

WATERING NOTE:

29. ALL NEW PLANT MATERIAL SHALL HAVE AN ESTABLISHMENT PERIOD OF 12 MONTHS FROM THE TIME OF FINAL ACCEPTANCE. DURING THE ESTABLISHMENT PERIOD THE CONTRACTOR WILL BE RESPONSIBLE FOR THE FOLLOWING ITEMS: WATERING PER THE SCHEDULE ATTACHED (#23), RE-SETTING OF PLANTS, REPLACEMENT OF SICK OR DEAD PLANTS, ALL OTHER CARE REQUIRED FOR PROPER GROWTH. ANY PLANT MATERIAL NOT IN HEALTHY GROWING CONDITION SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CLIENT.
- 29.1. THE 12 MONTH WARRANTY/ESTABLISHMENT PERIOD SHALL BE EXTENDED BY 45 DAYS FOR ALL REPLACEMENT PLANT MATERIAL.
- 29.2. AT THE CLIENT'S EXPENSE, THE CONTRACTOR WILL REPLACE ANY PLANT MATERIAL DAMAGED AS A RESULT OF AUTOMOBILE ACCIDENTS OR ACTS OF GOD* LIMITED TO HAIL, FREEZE, LIGHTNING, AND WINDS EXCEEDING 75 MPH AS DEFINED BY THE MIAMI HURRICANE CENTER.
- 29.3. WATERING CONTRACT SHALL BE INCLUDED IN CONTRACTORS BID FOR ANY PLANT MATERIAL THAT HAS BEEN ROOT PRUNED, INSTALLED, DISTURBED BY CONSTRUCTION, OR WHERE PROPOSED OR EXISTING IRRIGATION SYSTEMS ARE NOT FUNCTIONAL. ALL WARRANTIES SHALL BE IN PLACE BY CONTRACTOR REGARDLESS OF NON-OPERATIONAL IRRIGATION SYSTEMS OR AREAS WHERE NO IRRIGATION IS PROPOSED.
- 29.4. WATERING SCHEDULE (FIRST 6 MONTHS):

*6 MONTH WATERING SCHEDULE IS A MINIMUM, CONTRACTOR IS RESPONSIBLE FOR WATERING PLANT MATERIAL FOR THE FULL 12 MONTH ESTABLISHMENT/WARRANTY PERIOD.

REVIEW SET
NOT FOR CONSTRUCTION
ELEVATIONS ARE IN NAVD 1988



SCALE

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PROJECT No

204017.1

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DATE: 04/01/2022