City of Stuart

A G E N D A

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD August 10, 2020
AT 5:30 PM Commission Chambers & ZOOM Telecommunications
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Merritt Matheson
Commissioner - VACANT

ADMINISTRATIVE

City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel

Agenda items are available on our website at http://www.cityofstuart.us
Phone: (772) 288-5306 . Fax: (772) 288-5305 . E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.
(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

WHAT IS CIVILITY? *Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.*

ROLL CALL

THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.

In Person: City Hall can accommodate a small number of citizen participants.

Teleconference: Citizens can attend from the comfort of their home via telephone, computer, laptop, tablet or smartphone. Click the below link or call the below phone number to attend.

The City reserves the right to revoke anyone's virtual attendance for cause, just as the sergeant at arms would at an in person meeting.

JOIN MEETING: By Device - https://us02web.zoom.us/j/84935414004

If you wish to speak during public comment, click raise hand at bottom of window. Your microphone will be unmuted when you are called to speak. Your microphone will be deactivated once you have completed your comment.

By Telephone - Meeting ID: 849 3541 4004
Dial In numbers:
+1 312 626 6799 US
+1 646 558 8656 US
+1 253 215 8782 US
+1 301 715 8592 US

If you wish to speak during public comment press *9 to raise your hand. You will be called by your partially displayed phone number so please listen for that number. The host will lower your hand and mute your line after speaking.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - DANFORTH / CLEVELAND VIDEO

PROCLAMATIONS

2. FLORIDA WATER PROFESSIONALS MONTH - AUGUST 2020

PRESENTATIONS

3. CARES ACT PRESENTATION

4. LAKE OKEECHOBEE SYSTEM OPERATING MANUAL (LOSOM) UPDATE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 Minutes Max.)

PUBLIC COMMENT: *If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.*

CONSENT CALENDAR

CONSENT CALENDAR: *Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.*

5. APPROVAL OF 07/27/2020 SCM BUDGET WORKSHOP #2 AND 07/27/2020 CCM MINUTES (RC)

6. TYLER TECHNOLOGIES ILA STUART MARTIN SHERIFFS OFFICE (RC):

RESOLUTION No. 98-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND THE MARTIN COUNTY SHERIFF'S OFFICE FOR SHARING OF INFRASTRUCTURE AND RESOURCES TO IMPLEMENT AND MAINTAIN TYLER INTEGRATED CAD, MOBILE CAD AND LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER MATTERS.

7. HOUSE OF HOPE LICENSE AGREEMENT RENEWAL (RC):

RESOLUTION No. 99-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE LICENSE AGREEMENT RENEWAL NO. 1 BETWEEN THE CITY OF STUART AND HOUSE OF HOPE FOR THE OPERATION OF A COMMUNITY GARDEN ON CITY OWNED PROPERTY AT 520 SE FLORIDA STREET; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

8. AUTHORIZATION TO APPLY FOR THE CDBG PROGRAM AND SUBMIT A HOUSING ASSISTANCE PLAN (RC):

RESOLUTION No. 95-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR, OR THE CITY MANAGER, TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR APPROVAL OF THE CITY OF STUART COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE CITY CDBG HOUSING ASSISTANCE PLAN (HAP) AND AUTHORIZE LOCAL REVENUES AS CDBG LEVERAGE, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

9. AMENDMENT TO THE LAND DEVELOPMENT CODE - PUD AMENITY CRITERIA (RC):

ORDINANCE No. 2446-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.07.00.J. ENTITLED "PUD AMENITY CRITERIA" TO CHAPTER II ENTITLED "ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY" TO ADD A METHODOLOGY FOR ATTRIBUTING QUALIFYING AMENITY CRITERIA IN RESPECT OF CONSIDERATION OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

10. ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2448-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.06.22. OF THE LAND DEVELOPMENT CODE ENTITLED "EV CHARGING INFRASTRUCTURE" OF CHAPTER II ENTITLED "ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY" IN RESPECT OF STANDARDS FOR THE PROVISION OF ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE IN NEW COMMERCIAL DEVELOPMENT GREATER THAN 5,000 SQUARE FEET AND NEW RESIDENTIAL DEVELOPMENTS GREATER THAN 50 DWELLING UNITS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

11. HARBOR GROVE APARTMENTS RPUD - FLUM AND RE-ZONING (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2436-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR TWO PARCELS EQUALING 13.93 ACRES, OWNED BY TED GLASRUD ASSOCIATES, FL, LLC, LOCATED ON THE WEST SIDE OF S.E. COMMERCE AVENUE, SOUTH OF S.E. INDIAN STREET, AND NORTH OF S.E. FISCHER STREET WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE AHS AT HARBOR GROVE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF THREE HUNDRED TWENTY FOUR (324) MULTI-FAMILY UNITS WITHIN NINE (9) INDIVIDUAL THREE-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

12. ESTABLISHMENT OF REGULATIONS FOR MOORE'S CEMETERY (RC):

(To be continued to date certain of October 12, 2020)
ORDINANCE No. 2433-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, CREATING CHAPTER 13, CEMETERIES, IN THE CITY'S CODE OF ORDINANCES TO ESTABLISH A UNIFORM SET OF REGULATIONS FOR THE PURCHASE, SALE, USE, AND MAINTENANCE OF CEMETERY SPACES IN THE CITY'S MOORE'S CEMETERY, AND TO PRESCRIBE PROCEDURES FOR THE ADMINISTRATION OF THE CEMETERY, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN

EFFECTIVE DATE, AND FOR OTHER PURPOSES.

QUASI-JUDICIAL HEARINGS: *Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.*

DISCUSSION AND DELIBERATION

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/10/2020 **Prepared by:** David Dyess, City Manager

Title of Item:

THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.

In Person: City Hall can accommodate a small number of citizen participants.

Teleconference: Citizens can attend from the comfort of their home via telephone, computer, laptop, tablet or smartphone. Click the below link or call the below phone number to attend.

The City reserves the right to revoke anyone's virtual attendance for cause, just as the sergeant at arms would at an in person meeting.

JOIN MEETING: By Device - https://us02web.zoom.us/j/84935414004

If you wish to speak during public comment, click raise hand at bottom of window. Your microphone will be unmuted when you are called to speak. Your microphone will be deactivated once you have completed your comment.

By Telephone - Meeting ID: 849 3541 4004
Dial In numbers:
+1 312 626 6799 US
+1 646 558 8656 US
+1 253 215 8782 US
+1 301 715 8592 US

If you wish to speak during public comment press *9 to raise your hand. You will be called by your partially displayed phone number so please listen for that number. The host will lower your hand and mute your line after speaking.

Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/10/2020 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

ARTS MOMENT - DANFORTH / CLEVELAND VIDEO

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Enjoy!

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/10/2020 **Prepared by:** Ryanne Cavo

Title of Item:

FLORIDA WATER PROFESSIONALS MONTH - AUGUST 2020

Summary Explanation/Background Information on Agenda Request:

The Florida Water & Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and storm water systems in Florida by celebrating *Florida Water Professionals Month,* which applauds their constant efforts to protect our health and environment.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Florida Water Professionals Month - August 2020	7/23/2020	Proclamation

PROCLAMATION

FLORIDA WATER PROFESSIONALS MONTH
AUGUST 2020

WHEREAS, the Florida Water & Pollution Control Operators Association, organized in 1940, is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development, to protect the health of Florida's citizens and to preserve the state's water resources; and

WHEREAS, this organization offers water and wastewater treatment plant operator and water distribution operator training courses required for the state of Florida's operator licenses, eight voluntary certification programs, and continuing education programs for operator license renewal; and

WHEREAS, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and

WHEREAS, the Florida Water & Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and storm water systems in Florida by celebrating *Florida Water Professionals Month,* which applauds their constant efforts to protect our health and environment; and

WHEREAS, water professionals are often first responders during storms and other catastrophic events, working to ensure safe drinking water and safe disposal of wastewater for our communities.

NOW, THEREFORE, I, MICHAEL J. MEIER, Mayor of the City of Stuart, Florida do hereby proclaim August 2020, as

"FLORIDA WATER PROFESSIONALS MONTH"

in Stuart, Florida, and extend greetings and best wishes to all observing *Florida Water Professionals Month.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 10th day of August, 2020.

_____

MICHAEL J. MEIER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/10/2020 **Prepared by:** David Dyess

Title of Item:

CARES ACT PRESENTATION

Summary Explanation/Background Information on Agenda Request:

United Way entered into a historic partnership with Martin County to help administer the CARES Act dollars that they have put aside for food relief due to Covid-19.They will be discussing the program, guidelines, eligibility and the process in this presentation.

Funding Source:

N/A

Recommended Action:

Enjoy the presentation.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/10/2020 **Prepared by:** bhogarth

Title of Item:

LAKE OKEECHOBEE SYSTEM OPERATING MANUAL (LOSOM) UPDATE

Summary Explanation/Background Information on Agenda Request:

Progress update by Ben Hogarth on the 2022 LOSOM

Funding Source:

N/A

Recommended Action:

N/A

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/10/2020 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 07/27/2020 SCM BUDGET WORKSHOP #2 AND 07/27/2020 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	07/27/2020 CCM Minutes	7/31/2020	Attachment
🗋	07/27/2020 SCM Budget Workshop #2	8/3/2020	Attachment

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD July 27, 2020
AT 5:30 PM Commission Chambers & ZOOM Telecommunications
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Merritt Matheson
Commissioner - VACANT

ADMINISTRATIVE
City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel

5:59 PM ROLL CALL

Statement by City Manager Dyess:
Pursuant to Executive Order 20-69 issued by the Office of Governor Ron DeSantis on March 20, 2020, due to COVID-19, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location and utilize communications media such as telephonic or video conferencing as provided by Florida Statute 120.54. Procedures for public comment by device; if you wish to speak during public comment, click raise hand at the bottom of the participant window. Your microphone will be unmuted when you are called on to speak. The public may choose to activate their camera if they wish. Both will be deactivated once their public comment time is completed. If attending by phone, press *9 to raise your hand, you will be called by the last three digits of your phone number. All are asked to state their name and address clearly for the record.

During Roll Call, for the record, Dyess requested the board state whether they are present in person or attending the meeting virtually.

6:01 PM Roll Call
Present: Mayor Meier (in person), Vice Mayor Clarke (in person), Commissioner Bruner (via ZOOM), Commissioner Matheson (in person).

THIS MEETING IS BE A HYBRID IN PERSON/REMOTE MEETING.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

PRESENTATIONS

1. JULY SERVICE AWARDS

Charvella Whitehead, Police Department – 20 years
Stephen Nicolosi, Development Department – 5 years

2. EMPLOYEE OF THE MONTH - JULY 2020

Janine Wilde, Public Works Administrative Coordinator is the July Employee of the Month, announced by Public Works Director, David Peters. Janine came forward to accept the award and thanked Mr. Peters and the Public Works staff, commenting on how happy she has been to work with them over the past 13 years.

3. DEPARTMENT OF HEALTH UPDATE

Carol Ann Vitani, Florida Department of Health provided an update on the Coronavirus stating the Martin County case count is 3,451 and 65 deaths. Positivity rate is 14.6%. Leveling off in Indiantown and they are working closely with the School District to assist in their plans for the new year. They're working on education program on avoiding the three "C's", close spaces, crowded places, and close contact settings and encourage continued social distancing and use of cloth face coverings. CDC issued a health advisory about hand sanitizers, only use alcohol-based hand sanitizers. Information is provided at www.floridahealthcovid19.gov. A daily report is also available on the Martin County website at www.martin.fl.us.

A brief question and answer discussion between Commissioners and Ms. Vitani took place.

6: 18 PM COMMENTS BY CITY COMMISSIONERS

Commissioner Bruner

- **Commented on the excellent article in the Florida Water Resource Journal article pertaining to the City of Stuart Water Treatment and its Facility.**

Commissioner Matheson

- **Commented on the cleanup on the July 18th as he cleaned up the fireworks left over from the Fourth of July in the East Stuart neighborhood.**
- **Provided an update on the Corp, had webinar on the 21st pertaining to algae blooms and is supportive of the deviation which allows them to release.**

- **Per the Cares Act, is hoping staff can come up with educational plan to get the word out and noted that the United Way of Martin County has programs to help those who have been hurt by COVID-19.**

Vice Mayor Clarke

- **Commented on her recent communication with employees and spoke with Ray Wehrer of the Sanitation Team and wanted to extend her appreciation of him and all the employees for their hard work during this time.**
- **Commented on a report from East Stuart and hopes that it is being investigated appropriately.**
- **Read the Preamble of the U.S. Constitution out load.**

Mayor Meier

- **Commented on his seat on the Treasure Coast Council of Local Governments (TCCLG), their business has been limited during COVID-19. Has requested a virtual meeting as he feels it is important for the governments to work together as we face an economic crisis.**
- **During a National League of Mayor's call, there is a national push for local governments to urge senator on the Cares Act. Asking to write a letter on behalf of the City of Stuart to Senators Scott and Rubio asking for their support for local governments to be fund in the next Cares Act and advocate for lost revenue to be used by that funding.**

6:32 PM MOTION: So moved. [to write a letter on behalf of the City of Stuart to Senators Scott and Rubio asking for their support for local governments to be fund in the next Cares Act and advocate for lost revenue to be used by that funding.]
Moved by: Commissioner Matheson
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

6:33 PM MOTION: Motion that we sign the letter that is also for the League of Cities.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Matheson
Motion passed unanimously.

COMMENTS BY CITY MANAGER

City Manager Dyess

- **Displayed the Florida Water Resource Journal magazine that included the City of Stuart's filtration system article and photo on the cover.**
- **Commented that he will ask the Executive Director of the United Way come to the next Commission Meeting to explain their part in the Cares Act.**
- **Announced what is and is not allowed pertaining to election season at a public meeting.**

APPROVAL OF AGENDA

6:35 PM MOTION: Move approval of the agenda as published.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Matheson
Motion passed unanimously.

COMMENTS FROM THE PUBLIC

1) **Helen McBride – Flamingo Avenue; Commented on the lack of members of the public wearing masks.**
2) **Betty Brinkley – Nassau Avenue; Came forward with a map and feels the black people in East Stuart are going to be taxed out of the area. Stated not all lives matter, black lives matter, commissioners are in denial.**

CONSENT CALENDAR

4. APPROVAL OF 07/13/2020 CCM MINUTES

5. COUNTYWIDE MOU FOR LAW ENFORCEMENT ASSISTANCE:

RESOLUTION No. 88-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE RENEWAL OF THE MARTIN COUNTY LAW ENFORCEMENT AGENCIES COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION MUTUAL AID AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6. LOBBYING SERVICES:

RESOLUTION No. 89-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, WAIVING A COMPETITIVE SELECTION PROCESS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR LOBBYING SERVICES WITH THE JORDON CONNORS GROUP IN A NOT TO EXCEED AMOUNT OF $60,000.00 PER YEAR; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

7. GRANT APPLICATION TO WATER MANAGEMENT DISTRICT:

RESOLUTION No. 91-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO SUBMIT A GRANT APPLICATION FOR AN ALTERNATIVE WATER SUPPLY GRANT THROUGH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO PROVIDE FUNDING FOR THE CITY'S ALTERNATIVE WATER SUPPLY PROJECT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:42 PM MOTION: So moved.
Moved by: Commissioner Matheson
Seconded by: Commissioner Bruner
Motion passed unanimously.

COMMISSION ACTION

6:44 PM 8. AMENDMENT TO HUDSON'S ON THE RIVER LAND LEASE:

RESOLUTION No. 90-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE LAND LEASE BETWEEN THE CITY OF STUART, FLORIDA AND HUDSON'S ON THE RIVER, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSESS.

City Manager Dyess explained the request for extension of the lease to begin in March or at the start of the Certificate of Occupancy, whichever comes first, instead of October. This is due to a delay in approval of the grant.

City Attorney confirmed that all grant records are clean.

6:46 PM MOTION: Approve Resolution 90-2020.
Moved by: Commissioner Matheson
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

9. NON-AD VALOREM NOTE $5M FOR PURCHASE OF 301 E. OCEAN PROPERTY:

RESOLUTION No. 94-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ISSUANCE OF A TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2020 OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $5,050,000 TO FINANCE ALL OR A PORTION OF THE COSTS OF ACQUISITION, DESIGN, RENOVATION, AND EQUIPPING OF ALL OR A PORTION OF REAL PROPERTY TO BE USED FOR CITY HALL PURPOSES AND TO BE USED FOR COMMUNITY REDEVELOPMENT PURPOSES AND TO PAY COSTS OF ISSUANCE THEREOF, AS FURTHER DESCRIBED HEREIN; MAKING CERTAIN FINDINGS OF PUBLIC PURPOSE AND PARAMOUNT PUBLIC PURPOSE; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED, AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Dyess reviewed the Resolution, stating this is the Wells Fargo property purchase and is not a tax-funded repayment, but coming from the City's property management fund. He recommends the Commission's approval with the plan to eventually move City Hall to that location.

6:49 PM MOTION: Approve Resolution 94-2020.
Moved by: Commissioner Matheson
Seconded by: Commissioner Bruner
Motion passed unanimously.

10. AUTHORIZATION TO CONTINUE PROPERTY MANAGEMENT:

RESOLUTION No. 93-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A TEMPORARY PROPERTY MANAGEMENT AGREEMENT FOR 301 EAST OCEAN BLVD.; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

6:52 PM MOTION: Approve Resolution No. 93-2020.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Matheson
Motion passed unanimously.

ORDINANCE FIRST READING

ORDINANCE SECOND READING

11. LAKESIDE MARKETPLACE CPUD AMENDMENT (QUASI-JUDICIAL):

ORDINANCE No. 2445-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING ORDINANCE NO. 1601-97, WHICH ASSIGNED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING TO AN 11.42 ACRE PARCEL OF LAND LOCATED ON THE SOUTH SIDE OF SE MARKET PLACE EAST OF U.S. HIGHWAY ONE, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; PROVIDING FOR MASTER SITE PLAN APPROVAL, DEVELOPMENT CONDITIONS, A TIMETABLE FOR DEVELOPMENT AND MANDATORY PLATTING FOR A 4.02 ACRE PORTION OF ANNEXED PARCEL #F21 TO ACCOMMODATE 24,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT KNOWN AS LAKESIDE MARKET PLACE CPUD; DECLARING THE PROPOSED DEVELOPMENT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; ACCEPTANCE BY THE APPLICANT; AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Five (5) people sworn; Kevin Freeman and Tom Reetz, City of Stuart, Bill Mathers, Mathers Engineering, Steve Vitale and Osirus Ramos, owner.

Tom Reetz, Senior Planner noted two changes:

- **Updated Legal Description**
- **Condition that moves Plat approval from permitting to certificate of occupancy.**

6:57 PM MOTION: Approve Ordinance No. 2445-2020 with those changes.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Bruner
Motion passed unanimously.

12. STUART SPRINGTREE RPUD - FLUM AND RE-ZONING (QUASI-JUDICIAL):

ORDINANCE No. 2427-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY ASSIGNING A FUTURE LAND USE DESIGNATION OF "MULTI-FAMILY RESIDENTIAL" FOR THREE PARCELS EQUALING 13.59 ACRES ANNEXED BY ORDINANCE NO. 2352-2017, OWNED BY STUART 13 ACRES, LLC, TIERRA DEL LAGO, INC. AND STUART HARBOR MARINA AND YACHT CLUB, LOCATED W EST OF S.E. FEDERAL HIGHWAY, SOUTH OF S.E. HARRISON STREET, AND NORTH OF THE NATALIE ESTATES MOBILE HOME PARK WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE STUART–SPRINGTREE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF TWO HUNDRED SEVENTY (270) MULTI-FAMILY UNITS WITHIN SIX (6) INDIVIDUAL FOUR-STORY APARTMENT BUILDINGS AND ONE (1) THREE-STOREY BUILDING; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Six (6) people sworn; Kevin Freeman and Tom Reetz, City of Stuart, Michael Houston of HJA Design Studio, Terry McCarthy of McCarthy Summers, Shawn MacKenzie, Traffic Engineer, and Howard Ehrsam of Bowman Consulting,

Tom Reetz, Senior Planner briefly reviewed the letters received from Martin County, Traffic Engineer, Civil Engineer, and the DEO and presented the updates.

Michael Houston presented a review of the project.

Terry McCarthy introduced proof of the notices to surrounding properties. (Provided to the City Clerk)

Shawn MacKenzie came forward to review the traffic ingress and egress.

Howard Ehrsham came forward to confirm the phased on-site stormwater retention plan.

Public Comment:

1) **Janet Henrich – Natalie Estates resident; opposes project and feels the 4-sorties will be an eyesore, the stormwater drainage has not been properly**

addressed as they still have flooding, has concerns about the traffic on US1 and additional crowding in schools.

2) Connie Dodson – Natalie Estates resident; opposes the location of this project, no buffer zone to their property. Feels its too many people and does not fit in with the surrounding area.
3) Deborah Platt – Natalie Estate resident; opposes the project, concerned about exiting to head northbound/increased traffic and feels it doesn't fit in area.
4) Jessica Roberts – on behalf of grandfather who lives in Natalie Estates; opposes project and questions on the notification process, recommended that this is postponed until more residents are in town and available for comment.
5) Susan Bowman – ZOOM; Commented that there was no posting for this meeting on a board and does not appreciate a motion before public comment; opposes the project, commented on the traffic study, compatibility, water saturation, and voting at the polls.

For clarification, Mayor Meier noted that occasionally public comment is called before a motion I made, but during standard meeting procedures, public comment is heard after a motion is made and seconded.

6) Helen McBride – Flamingo Avenue; As a City resident, in favor of the project, feels it is a needed addition for families and senior citizens.

Brief discussion to clarify remaining questions on the Springtree Project.

7:18 PM MOTION: Motion to approve.
Moved by: Commissioner Bruner
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

DISCUSSION AND DELIBERATION

7:58 PM ADJOURNMENT

_____ _____

Mary R. Kindel, City Clerk **Michael J. Meier, Mayor**

Minutes to be approved at the Regular Commission Meeting this 10th day of August, 2020.

MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
HELD July 27, 2020
AT 3:30 PM Commission Chambers & ZOOM
BUDGET WORKSHOP #2
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Merritt Matheson
Commissioner - VACANT

ADMINISTRATIVE
City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel

3.34 PM ROLL CALL

Statement by City Manager Dyess:
Pursuant to Executive Order 20-69 issued by the Office of Governor Ron DeSantis on March 20, 2020, due to COVID-19, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location and utilize communications media such as telephonic or video conferencing as provided by Florida Statute 120.54. Procedures for public comment by device; if you wish to speak during public comment, click raise hand at the bottom of the participant window. Your microphone will be unmuted when you are called on to speak. The public may choose to activate their camera if they wish. Both will be deactivated once their public comment time is completed. If attending by phone, press *9 to raise your hand, you will be called by the last three digits of your phone number. All are asked to state their name and address clearly for the record.

During Roll Call, for the record, Dyess requested the board state whether they are present in person or attending the meeting virtually.

3:35 PM Roll Call

Present: Mayor Meier (in person), Vice Mayor Clarke (in person), Commissioner Bruner (via ZOOM), Commissioner Matheson (in person).

THIS MEETING IS A HYBRID IN PERSON/REMOTE MEETING.

PLEDGE OF ALLEGIANCE

PRESENTATIONS

3:36 PM 1. FY 2021 BUDGET WORKSHOP #2

Finance Director Joly Boglioli, presented on the current budget process, providing an update on the timeline of the typical budget process at this time of year, explaining the delay due to COVID-19. Municipal revenues from the state of Florida are delayed, creating the manager's recommended budget to be sometime in August. Boglioli reviewed the taxable value, millage and trends in the budget, property values, and ad valorem with various graphs. This budget is currently presented with a 5% roll-back rate. The same taxable value review was done for the CRA.

Boglioli reviewed the FRS adopted rates that reflect some increases and rollbacks. He mentioned the City was not in control of the FRS changes. TRICO had an increase across all funds, and it was a good year for dental and medical and had a minimal increase that would be covered by the City. The employee health rates would remain the same.

Boglioli presented the City's revenue stream for 2021. He stated the revenue generated from the debit service will pay for the loan of the 301 E. Ocean Blvd. Building, Well Fargo Building. He also stated the presented budget was not the manager's recommended budget. This was a budget of items the departments had requested. He presented the 2021 estimated Fiscal Budget and discussed line items.

City Manager Dyess gave an overview of some budget items and added the City will make changes to the Non-union employees to remove an optional holiday and give Christmas Eve off.

The meeting continued with discussion about the millage, increases, open positions, grants, etc.

4:17 PM MOTION: To not exceed millage of 5 mills.
MOVED BY: Vice-Mayor Clarke
SECONDED BY: Commissioner Matheson
Motion passed unanimously.

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

4:26 PM APPROVAL OF AGENDA
MOTION: To approve the Agenda.
MOTION: Vice-Mayor Clarke
SECONDED BY: Commissioner Matheson
Motion passed unanimously

COMMENTS FROM THE PUBLIC (5 Minutes Max)

- **No Comments**

4:27 PM ADJOURNMENT

Mary R. Kindel, City Clerk **Michael J. Meier, Mayor**

Minutes to be approved at the Regular Commission Meeting this 10th day of August, 2020.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/10/2020 **Prepared by:** J.Tumminelli

Title of Item:

TYLER TECHNOLOGIES ILA STUART MARTIN SHERIFFS OFFICE (RC):

RESOLUTION No. 98-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND THE MARTIN COUNTY SHERIFF'S OFFICE FOR SHARING OF INFRASTRUCTURE AND RESOURCES TO IMPLEMENT AND MAINTAIN TYLER INTEGRATED CAD, MOBILE CAD AND LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER MATTERS.

Summary Explanation/Background Information on Agenda Request:

Replacement of USA Software for a Computer Aided Dispatch and Records Management System for the Police Department

Funding Source:

Police Capital Fund- 1190.564

Recommended Action:

Approval

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R98-2020 Tyler Technologies ILA StuartMartin Sheriffs Office	7/28/2020	Cover Memo
🗋	R98-2020 EXHIBIT A- Fully Executed LIcense and Services Agreement	7/28/2020	Cover Memo
🗋	R98-2020 EXHIBIT B- Tyler-Final Cost Breakdown	7/28/2020	Cover Memo
🗋	R 98 Unsigned agreement with Tyler Technologies	7/28/2020	Backup Material

CITY OF STUART, FLORIDA

RESOLUTION NUMBER 98-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND THE MARTIN COUNTY SHERIFF'S OFFICE FOR SHARING OF INFRASTRUCTURE AND RESOURCES TO IMPLEMENT AND MAINTAIN TYLER INTEGRATED CAD, MOBILE CAD AND LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER MATTERS.

* * * * *

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: This authorization is to approve the execution of payment for a five-year lease in full; and data conversion for the new shared Tyler Technologies System. The Tyler Technologies system replaces the antiquated Computer Aided Dispatch and Records Management System for the City of Stuart Police Department. The lump sum payment is due within 45 days. A maintenance schedule payment scale for the next five years is recurring. The payment agreement between the City of Stuart and the Martin County Sheriff's Office for the Tyler shared CAD and RMS lease between the City of Stuart will be followed with another logistical ILA in the future.

Stuart Police Department –

Stuart's initial cost is $152,602.00 for the five-year lease term paid in full, with additional $25,000.00 for data conversion for five years, totaling a one-time payment of **$177,602.00**.

Maintenance Schedule Agreement-

- January 2021- $24,831
- January 2022- $25,702
- January 2023- $26,603
- January 2024- $27,539
- January 2025- $28,502

The City of Stuart agrees to pay the following to MCSO for access to all Tyler Software platforms including but not limited to CAD, mobile CAD, RMS, all report and citation functions, master name, evidence, crash, ticket, etc. Stuart will be granted access to its data and use of all systems through end of life agreement with Tyler Technologies.

Resolution No. 98-2020
Tyler Technologies ILA Stuart/Martin Sheriffs Office

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
VACANT, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this 27th day of July, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations are (i) the City of Stuart, FL Police Department, (ii) the Town of Jupiter Island, FL Public Safety Department and (iii) the Town of Sewall's Point Police Department. Additional Affiliated Organizations may only be added by a written amendment to this Agreement signed by both parties.
- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Martin County, FL.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles

and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.

- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

5. Affiliated Organizations for the Tyler Software.

   5.1 Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.

   5.2 Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.

   5.3 Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement or the Affiliated Organization has elected to voluntarily terminate its access to the Tyler Software on your servers.

   5.4 Transfer of Software to an Affiliated Organization. Pursuant to Section B(1.5) we may transfer some or all of the Tyler Software detailed in Exhibit A to an Affiliated Organization's hardware system after we provide you written notice that the Affiliated Organization has elected to voluntarily terminate its access to the Tyler Software on your servers. Once the Affiliated Organization has executed a software license and services agreement containing our standard terms and conditions herein, and agrees to pay us for any required or requested technical assistance associated with such transfer, you and the Affiliated Organization may continue to use the Tyler Software on your respective separate hardware systems.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and

other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the

software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this

Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. **EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. LIMITATION OF LIABILITY. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. EXCLUSION OF CERTAIN DAMAGES. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at

our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a

request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Socrata Terms and Conditions. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit G ("Socrata Agreement") with respect to the Socrata Public Safety Advanced Analytics software as more particularly described in Exhibit A attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein. If the Agreement terminates so does Client's access to the Socrata Public Safety Advanced Analytics software.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party End User License Agreement(s)
Exhibit E	Statement of Work
	Schedule 1: Implementation and Training Support Services
	Schedule 2: Data File Conversion Assistance
	Schedule 3: Customer Requested Standard Software Enhancement/Modifications And/or Custom Software

Exhibit F	Additional Terms for New World Public Safety Hosted Components
	Schedule 1: Service Level Agreement
Exhibit G	Socrata Terms and Conditions

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

By: _____

Name: Bryan Proctor

Title: President

Date: 12/24/19

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

By: _____ 12/23

Name: William D Snyder

Title: Sheriff

Date: 12/23/19

Address for Notices:

Martin County
800 SE Monterey Rd
Stuart, FL 34994-4599
Attention: _____

Tyler Technologies County Wide Law Enforcement Software System Cost Breakdown by Agency

	Total	Shared Fee®	9-1-1	MCSO (270)	SPD (40)	JIPS (20)	SPPD (10)
One-Time Fee	1,713,026	1,263,350		998,046.50	151,602.00	75,801.00	37,900.50
Percentage of Total				79	12	6	3
Year 1 Payment				199,609.30	30,320.40	15,160.20	7,580.10
Year 2 Payment				199,609.30	30,320.40	15,160.20	7,580.10
Year 3 Payment				199,609.30	30,320.40	15,160.20	7,580.10
Year 4 Payment				199,609.30	30,320.40	15,160.20	7,580.10
Year 5 Payment				199,609.30	30,320.40	15,160.20	7,580.10
1st Year Maintenance Recurring Fee	216,032	206,918		163,465.22	24,830.16	12,415.08	6,207.54
Percentage of Total				79	12	6	3
Corrections Service/Software Year 1				84,935.20			
Data Conversion for Year 1					5,000		
Total Cost for Purchase and Maintenance for Year 1			9,114.00	448,009.72	60,150.56	27,575.28	13,787.64

One-time fee	1,713,026	
Corrections services/software	424,676	Sole responsibility of MCSO
SPD data conversion	25,000	Sole responsibility of SPD
®One-time shared fee	1,263,350	Shared responsibility of all law enforcement agencies in the county

*All calculations are based on the estimated total number of 340 law enforcement officers in the county

Tyler Technologies County Wide Law Enforcement Software System Cost Breakdown by Agency

Annual maintenance costs: 911 funds will be utilized to pay a portion of the annual maintenance costs (1st year) as follows:

Total 1st year annual maintenance	216,032
E911 Interface	1,134
NG911 Interface (text to 911)	1,890
GIS: embedded third party software	3,465
ESRI ArcGIS engine runtime for CAD workstations	2,625
Total 911 Responsibility of annual maintenance	9,114
Shared 1st year annual maintenance fee	206,918

Additionally, if SPD does NOT want to utilize Tracs, they would be solely responsible for purchasing:

LERMS Crash Module License	$2,400 / maintenance $504
LE Accident Field Reporting License	$5,400 / maintenance $416
Diagramming Software License	$8,550
	$16,350 / maintenance $920

Full system annual maintenance costs for 5 years:

Year	Maintenance Costs
1	0
2	216,032
3	223,303
4	230,801
5	238,599
5 Year Total	**908,735**

Interlocal Agreement
Between the
City of Stuart, Florida
and the
Martin County Sheriff's Office

Sharing of Infrastructure and
Resources to Implement and Maintain
Tyler Integrated CAD, Mobile CAD
And Law Enforcement Records
Management Systems

August 10, 2020

INTERLOCAL AGREEMENT

Between

THE CITY OF STUART, FLORIDA

and the

MARTIN COUNTY SHERIFF'S OFFICE

For the shared implementation and use of Tyler Technologies

This **INTERLOCAL AGREEMENT (ILA)** is made and entered into this 10th day of August, 2020, by and between the City of Stuart (hereinafter "Stuart") and the Martin County Sheriff's Office (hereinafter "MCSO"), herein referred to collectively as "Parties."

WHEREAS, the Parties wish to form a cooperative partnership in order to fund and operate a shared countywide CAD and RMS system; and

WHEREAS, the Parties, pursuant to 163.01, Florida Statutes, may enter such agreements.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms:

I. DEFINITIONS – see Exhibit A – Tyler Technologies License and Services Agreement **(Section A)**

II. TERM

a. This agreement shall begin on the 10th day of August, 2020, and continue through the end of life of the agreement with Tyler Technologies or until the opt out clause is executed (See Severability in MCSO Tyler Agreement).

b. Upon Stuart initiating Section B, 5.4 of the Tyler License and Services Agreement (See Severability).

III. PURPOSE

a. MCSO is responsible for law enforcement throughout unincorporated Martin County, Florida along with several municipalities within the county to include the Village of Indiantown and the Town of Ocean Breeze. In addition, MCSO operates the 911 Primary Safety Answering Point (PSAP) for its service areas assisting municipalities including the Town of Jupiter Island and the City Sewall's Point. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) provide for 911 call processing, emergency service dispatch and record keeping functions.

b. Stuart is responsible for law enforcement throughout the Incorporated City jurisdiction. In addition, Stuart operates the 911 Primary Safety Answering Point (PSAP) for its service areas. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) provide for 911 call processing, emergency service dispatch and record keeping functions.

c. MCSO and Stuart have both initiated projects to modernize and upgrade their existing, multi-vendor computer systems with a single, integrated system. MCSO chose Tyler Technologies as their provider. Stuart chose Tyler due to the cost efficiency of working with MCSO on a joint implementation to include reasoning for better emergency communications.

d. Stuart and MCSO participated in the review of multiple vendor's CAD/Mobile CAD/RMS systems and likewise both chose Tyler Technologies.

e. MCSO signed a contract with Tyler Technologies on December 23, 2019, for a complete CAD, mobile CAD, RMS, JMS system, with a total purchase price of $1,713,026.00. All included components are enumerated in **Exhibit B**. (Tyler Technologies Countywide Law Enforcement Software Cost Breakdown by Agency)

f. The Tyler platform has the capacity and resources to support the shared use of the system by both MCSO and Stuart. The Parties' joint use of the Tyler infrastructure, software, and common resources will provide considerable cost savings.

IV. RESPONSIBILITY OF MCSO

A. MCSO will be the business and operational point of contact between Tyler and the Parties.

V. RESPONSIBILITY OF STUART

Cost Reimbursement

a. Stuart agrees to pay the following to MCSO for access to all Tyler Software platforms including but not limited to CAD, mobile CAD, RMS, all report and citation functions, master name, evidence, crash, ticket, etc. Stuart will be granted access to its data and use of all systems through end of life agreement with Tyler. Initial startup cost, any agency add-ons, any per user hardware/software/license fee, and an agreed upon percentage of the total cost of the system, along with the percentage of the annual maintenance.

b. Stuart's initial cost is **$152,602.00** for the five-year lease term paid in full, with additional **$25,000.00** for data conversion, totaling a one-time payment of $**177,602.00**.

c. Annual maintenance fees for the contract term are as follows:

1. **January 2021- $24,831**
2. **January 2022- $25,702**
3. **January 2023- $26,603**
4. **January 2024- $27,539**
5. **January 2025- $28,502**

VI. PAYMENT TERMS

A. The initial payment is due to MCSO within 45 days of this signed Interlocal Agreement. Annual host agency maintenance is a recurring fee due in January, and every year after until the end of the contract with Tyler.

VII. OWNERSHIP OF PROPERTY

A. All personal property, consisting of computer and associated equipment provided for the Tyler System and located in MCSO buildings will be owned by MCSO with access granted to Stuart for use of the system.

B. MCSO will be solely responsible for the disposition of any such property that is surplused or decommissioned during the life of the agreement with Tyler.

VIII. PERSONNEL

A. The employees of MCSO and Stuart are solely the officers, agents or employees of the entity which hired them. Each Party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including worker's compensation claims of each respective Party's employees. MCSO or Stuart shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment and the Parties shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment.

IX. MISCELLANEOUS

A. **MODIFICATIONS.** No modifications or amendments to this Interlocal Agreement shall be effective unless issued in writing, approved by both Parties and executed by their duly-authorized officers.

B. **SEVERABLITY.** The provisions of the Interlocal Agreement are hereby deemed and declared severable. Notice of such shall be in writing to the other Party with no less than 30 days' notice in accordance with the Tyler License and Services Agreement Section B, 5.4 (Transfer of Software to an Affiliated Organization).

   a. If any of the provisions of this Interlocal Agreement, or the applications of any provisions to any circumstances is held to be unconstitutional, unenforceable or invalid for any reason, the remaining terms, conditions and obligations contained herein shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized officers.

CITY OF STUART, FLORIDA

BY: _____

_____
Printed Name

City Attorney:

BY: _____

_____
Printed Name

MARTIN COUNTY SHERIFF'S OFFICE

BY: _____

_____
Printed Name

Attorney or Witness:

BY: _____

_____
Printed Name

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/10/2020 **Prepared by:** Ryanne Cavo

Title of Item:

HOUSE OF HOPE LICENSE AGREEMENT RENEWAL (RC):

RESOLUTION No. 99-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE LICENSE AGREEMENT RENEWAL NO. 1 BETWEEN THE CITY OF STUART AND HOUSE OF HOPE FOR THE OPERATION OF A COMMUNITY GARDEN ON CITY OWNED PROPERTY AT 520 SE FLORIDA STREET; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City Manager is hereby authorized to execute the first renewal of a Non-Exclusive License to House of Hope for the operation of a community garden on city property at 520 SE Florida Street Stuart Fl. 34994.

Funding Source:

N/A

Recommended Action:

Approve the first renewal of the License Agreement and authorize the City Manager to execute same.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution 99-2020 - License Agreement Renewal No. 1	7/29/2020	Resolution add to Y drive
🗋	License Agreement Renewal #1 - House of Hope	7/29/2020	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NO. 99-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE LICENSE AGREEMENT RENEWAL NO. 1 BETWEEN THE CITY OF STUART AND HOUSE OF HOPE FOR THE OPERATION OF A COMMUNITY GARDEN ON CITY OWNED PROPERTY AT 520 SE FLORIDA STREET; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The City Manager is hereby authorized to execute the first renewal of a Non-Exclusive License to House of Hope for the operation of a community garden on city property at 520 SE Florida Street, Stuart Florida 34994; and

SECTION 2: This Resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
REBECCA S. BRUNER, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
VACANT, COMMISSIONER				

ADOPTED this _____day of August, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

LICENSE AGREEMENT
CITY OF STUART, FLORIDA

LICENSE AGREEMENT RENEWAL NO. 1
FOR HOUSE OF HOPE

THIS LICENSE AGREEMENT, hereinafter the "Agreement" is made and entered into this ____ day of August, 2020 by the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City", and HOUSE OF HOPE, d/b/a "House of Hope" a Florida Non-For-Profit Corporation, , hereinafter the "Licensee."

WHEREAS, the City owns certain lands located within the corporate limits of Stuart, Florida, which shall hereinafter be called the "Subject Property." The legal address for the Subject Property is 520 SE Florida Street, Stuart, Florida.

WHEREAS, the Licensee desires to locate and operate a Community Garden on the Subject Property.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, THE CITY DOES HEREBY GRANT THIS LICENSE to the Licensee to locate and operate a Community Garden on the Subject Property, including the placement of necessary structures, devices, and power connections, with the right of access to and egress from the Subject Property by Licensee's employees and agents, as necessary for the purposes of this Agreement, subject to the following terms and conditions:

1. The foregoing whereas clauses are incorporated in and made a part of this Agreement.

2. As consideration to the City for the granting of this license, the Licensee shall pay the sum of $10 Dollars each year hereafter until said agreement has been terminated.

3. The term of this Agreement shall be Two (2) years from the date of approval and may be revoked by either party with 120 days written notice.

4. Upon termination or upon expiration of this License, the Licensee shall forthwith remove all improvements installed by the licensee and restore the site to at least as good a condition as prior to its occupancy.

5. The Licensee shall maintain the site and shall prevent undesirable weeds; maintain healthy produce plants; and landscaping.

6. The City of Stuart agrees to provide City Water to the location without charge so long as the licensee continues to operate a Community Garden. There shall be no other uses allowed at the Subject Location without written agreement by the City.

7. City of Stuart responsibilities:

    a. Provide shed, fencing, garden beds
    b. Initial setup of water and fencing

8. House of Hope responsibilities:
    a. Maintain property
    b. Provide education to community

9. For the purposes of this Agreement, "Neglect" shall mean a state of disrepair to the point that it is reasonably deemed unsafe, or unusable or inoperable, for a period of more than thirty (30) days following receipt of written notice of such condition from the City's Building Official. If such conditions of Neglect exist, the City may deem all improvements made by the licensee to be "Abandoned Property", as that term is used in Sec. 38-86 of the Stuart Code of Ordinances, and may thereafter cause its removal by the Licensee.

10. The Licensee hereby fully indemnifies the City against any injury, tort, damage, or other claim, or amount due, arising out of this Agreement, and further agrees to provide a suitable defense for the City in the event that any legal action is instituted against the City for any injury, tort, damage, or claim arising out of this Agreement.

11. The Licensee shall provide "all risk" liability insurance coverage for the City in an amount of not less than. One Million ($1,000,000) Dollars per Individual and Two Million ($2,000,000) Dollars per occurrence. A certificate of insurance showing the "City of Stuart, its officials, agents and employees" as "additional insured's" shall be provided to the City Clerk, and shall be maintained throughout the term of this Agreement.

Witness our duly authorized signatures on this License Agreement, as executed on this day and year first above written.

CITY:	LICENSEE:
CITY OF STUART, FLORIDA	HOUSE OF HOPE
_____	_____
David Dyess, City Manager	Robert Ranieri, Chief Executive Officer
Date: _____	Date: _____

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/10/2020 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:

AUTHORIZATION TO APPLY FOR THE CDBG PROGRAM AND SUBMIT A HOUSING ASSISTANCE PLAN (RC):

RESOLUTION No. 95-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR, OR THE CITY MANAGER, TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR APPROVAL OF THE CITY OF STUART COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE CITY CDBG HOUSING ASSISTANCE PLAN (HAP) AND AUTHORIZE LOCAL REVENUES AS CDBG LEVERAGE, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City is planning to apply to the Florida Department of Economic Opportunity (DEO) for an FFY 2019 to receive funding, Housing Category Small Cities Community Development Block Grant (CDBG) of $750,000. The activities, dollar amounts and estimated percentage benefit to low-and moderate income persons are as follows:

Activity No.	Activity Name HOUSING REHABILITATION CATEGORY ACTIVITIES	CDBG Funding	LMI Benefit	Local Leverage	Quantity
14A	Housing Rehabilitation/Demolition/ Replacement	$615,500	100%	$50,000	11 Units
08	Temporary Relocation	$22,000	100%	$0	11 Units
21A	Administration	$112,500	N/A	$0	N/A
	TOTAL PROJECT	$750,000	100%	$50,000	11 Units

The program is designed to be City wide and will provide housing rehabilitation to serve approximately eleven (11) homes of low to moderate income households within the City of Stuart.

The Draft CDBG application and the Housing Assistance Plan was presented to the CRB on August 4th for feedback.

Funding Source:

A matching contribution in the amount of $50,000 for the CDBG program application was approved via Resolution No. 03-2020 CRA. The CRA matching funds will be spent to benefit LMI persons for housing rehabilitation

No. 03-2020 CRA. The CRA matching funds will be spent to benefit LMI persons for housing rehabilitation activities in the CRA only.

Recommended Action:

Move to approve Resolution No. 95-2020.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A. Resolution No. 95-2020	7/23/2020	Resolution add to Y drive
🗋	B. CDBG Application	7/30/2020	Backup Material
🗋	C. CDBG Housing Assistance Plan	7/23/2020	Backup Material
🗋	D. Presentation	7/23/2020	Backup Material
🗋	E. Resolution No. 03-2020 CRA Budget Amendment Executed	7/30/2020	Backup Material
🗋	F. Proof of Notification	7/30/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION No.: 95-2020

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR, OR THE CITY MANAGER, TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR APPROVAL OF THE CITY OF STUART COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE CITY CDBG HOUSING ASSISTANCE PLAN (HAP) AND AUTHORIZE LOCAL REVENUES AS CDBG LEVERAGE, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart is experiencing a need for physical improvements to benefit low-to-moderate income households.

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

SECTION 1. The Community Development Block Grant program is declared to be a workable program for providing needed physical improvements to benefit low-to-moderate income households indicated in the proposed Fiscal Funding Year (FFY) 2019 CDBG application.

SECTION 2. The City Commission directs the Mayor, or City Manager, to sign all necessary certifications of the Community Development Block Grant application.

SECTION 3. The City Commission directs the Mayor, or City Manager, to execute and submit the FFY 2019 CDBG application to the Florida Department of Economic Opportunity (FDEO) for state approval.

SECTION 4. The City Commission directs the Mayor, or the City Manager, to execute and submit the CDBG Housing Assistance Plan (HAP) with the application to FDEO.

SECTION 5. The City Commission authorizes the Mayor, or City Manager, to submit additional information in a timely manner as may be required by the FDEO application, award agreement or other State or Federal request related to said application and award agreement.

SECTION 6. The City Commission does hereby commit to spend $50,000.00 in Tax Increment Funding (TIF) Funding on CDBG eligible activities identified in the City of Stuart FFY2019 CDBG application as local government leverage in accordance with the applicable rules and guidelines as set forth by the FDEO, subject to grant award.

SECTION 7. The City Commission does hereby commit to expend all local government leverage between the time of site visit and the time of administrative close-out for said application, in accordance with applicable rules and guidelines as set forth by the FDEO.

SECTION 8. The proposed CDBG application is consistent with the local comprehensive plan.

SECTION 9. The proposed CDBG application is consistent with the City's adopted Community Redevelopment Plan.

SECTION 10. This Resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT
MICHAEL J. MEIER, MAYOR			
EULA R. CLARKE, VICE MAYOR			
MERRITT MATHESON, COMMISSIONER			
REBECCA S. BRUNER, COMMISSIONER			
VACANT, BOARD MEMBER			

ADOPTED this _____ day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY



Florida Small Cities Community Development Block Grant (CDBG)

Application for Funding

Applicant: City of Stuart
(Name of Local Government)

☐ Commercial Revitalization ☒ Housing Rehabilitation

☐ Neighborhood Revitalization ☐ Economic Development

Federal Fiscal Year 2019

Application Due Date: October 5, 2020

Mailing Address: Department of Economic Opportunity
Bureau of Community Revitalization
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405
Fax: (850) 922-5609
Web: http://www.floridajobs.org/SmallCitiesCDBG

DRAFT

Contents

Left click on the appropriate check boxes to indicate which parts of the application form are included in this application package.

- ☒ **Part 1 – General Information**
- ☒ **Part 2 – Application Profile and General Scoring Criteria (Required)**
- ☒ **Part 3 – Sources and Uses of Non-CDBG Funds**
- ☐ **Part 4 – Commercial Revitalization**
- ☐ **Part 5 – Economic Development**
- ☒ **Part 6 – Housing Rehabilitation**
- ☐ **Part 7 – Neighborhood Revitalization**
- ☒ **Part 8 – Certification and Score Summary (Required)**
- ☒ **Part 9 –Supporting Documentation (Required)**
  - ☐ **Appendix A: Maps (Required)**
  - ☒ **Appendix B: Local Governing Body's Resolutions for Signature Delegation and Application Submission (Required)**
  - ☒ **Appendix C: Comprehensive Plan Documents (Required)**
  - ☒ **Appendix D: Public Hearing/CATF Meeting Documentation (Required)**
  - ☒ **Appendix E: Leverage Documentation**
  - ☐ **Appendix F: Grant Application Preparation Cost Documentation**
  - ☐ **Appendix G: Readiness to Proceed Documentation**
  - ☒ **Appendix H: VLI/LMI Worksheets and Survey Documentation or Census Data and Maps**
  - ☐ **Appendix I: Documentation Related to Health and Safety Impact Score**
  - ☐ **Appendix J: Joint Agreements/Contingency Funding Documentation/Interlocal Agreements**
  - ☐ **Appendix K: Housing Assistance Plan (Required for all Housing Rehabilitation Applications)**
  - ☐ **Appendix L: Historic Preservation Documents**
  - ☒ **Appendix M: Special Designation Documentation**
  - ☐ **Appendix N: Documentation for Economic Development Applications**
  - ☐ **Appendix O: Documentation for Other Community Development Activities Score (Commercial Revitalization)**
  - ☐ **Appendix P: Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)**
  - ☒ **Appendix Q: Local Government Minority Contracting and Fair Housing Score Documentation**
  - ☐ **Appendix R:**

DRAFT

Part 2 – Application Profile and General Scoring Criteria

DRAFT

Application Profile
Table G-1

Local Government Contact Information:

Local Government Name: City of Stuart		
Street Address: 121 SW Flagler Avenue		
Mailing Address (if different):		
City: Stuart	Zip Code: 34994	County: Martin
Main Telephone: 772-288-5300	Main Facsimile:	Federal ID Number: 858012740159C6
DUNS Number: 099077562	Local Government's Name in DUNS: City of Stuart	

Chief Elected Official: Mike Meier	Title: Mayor
Telephone: 772-288-5312	Facsimile:
E-mail Address: mmeier@ci.stuart.fl.us	

Local Government Financial Officer: Louis J. Boglioli III	Title: Financial Services Director
Telephone: (772) 288-5324	Facsimile:
E-mail Address: jbogliolo@ci.stuart.fl.us	

Local Government Project Contact: Pinal Gandhi-Savdas	Title: CRA Administrator
Street Address: 121 SW Flagler Avenue	
City: Stuart	Zip Code: 34994
Direct Telephone: 772-283-2532	Facsimile:
E-mail Address: pgandhi@ci.stuart.fl.us	

DRAFT

Application Profile – Table G-1 (Continued)

Application Preparer Information		
Preparer's Name: Guardian Community Resource Management, Inc.	Organization Preparing Application: ☐ Local Government ☒ Private Company ☐ RPC	
Street Address: 15000 Citrus Country Drive, Suite 331		
City: Dade City	State: Fl	Zip Code: 33523
Telephone: 352-437-3902	Facsimile: 863-583-0357	
E-mail Address: corbett.alday@guardiancrm.com		

Consultant Information		
Consultant's Name: Corbett Alday		☒ Private Company ☐ RPC
Street Address: 15000 Citrus Country Drive, Suite 331		
City: Dade City	State: FL	Zip Code: 33523
Telephone: 352-437-3902	E-mail Address: corbett.alday@guardiancrm.com	

Demographics		
U.S. Congressional District Number: 18	Florida Senate District Number: 25	Florida House District Number: 83
Service Area Census Tract(s) and Block Group(s): Stuart CPD		

Application Type: Indicate the application category. A completed application must include the appropriate section as listed below.	
☐ Commercial Revitalization (Part 4)	☐ Economic Development (Part 5)
☒ Housing Rehabilitation (Part 6)	☐ Neighborhood Revitalization (Part 7)

DRAFT

Application Profile – Table G-1 (Continued)

Citizen Participation – Public Hearings Documentation of the citizen participation activities must be included in Appendix D of Part 9.	
List the date that the public notice for the first public hearing was published: May 19, 2020	List the date when the first public hearing was held: May 26, 2020
List the date that the public notice for the second public hearing was published: July 29, 2020	List the date when the second public hearing was held: August 10, 2020

Subgrant Funding Request:
The maximum funding request for Neighborhood Revitalization, Commercial Revitalization and Housing Rehabilitation subgrants is based on the jurisdiction's LMI population as determined by HUD. Please see the table below. The maximum subgrant funding request for Economic Development subgrants is $1,500,000, and the cost per job created must be less than $35,000. At the bottom of the left column, enter the actual LMI population. (Data available on CDBG website.) At the bottom of the right column, enter the actual subgrant amount being requested.

LMI Population	Maximum Subgrant Request
1 – 499	$600,000.00
500 – 1,249	$650,000.00
1,250 – 3,999	$700,000.00
4,000 – and above	$750,000.00
Local Government's LMI Population: 6,265	Subgrant Funds Being Requested: $ 750,000

DRAFT

Application Profile
Table G-1 (Continued)

Answer the following questions by clicking on the correct check box.		
Historic Preservation Will the project impact a building, public improvement or planned open space that is 50 or more years old? If yes, documentation must be provided in Appendix L of Part 9. (See instructions.)	☐ Yes	☒ No
Interlocal Agreement Will project activities require an interlocal agreement? If ***yes***, the interlocal agreement(s) must be provided in Appendix J of Part 9. (See instructions.)	☐ Yes	☒ No
State of Financial Emergency Is the local government currently identified as being in a State of Financial Emergency pursuant to Section 218.50 – 218.504, Florida Statutes? Check at http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcla/&Tab=committees	☐ Yes	☒ No
Grant Preparation Costs The applicant may request subgrant funds for the cost of application preparation. See instructions if funds are requested. Does the applicant wish to request subgrant funds for the cost of application preparation? If yes, documentation must be included in Appendix F of Part 9. Amount: $ _____	☐ Yes	☒ No
National Flood Insurance Program Is the applicant currently participating in the National Flood Insurance Program?	☒ Yes	☐ No

DRAFT

Project Narrative — G-2

Describe the proposed project using the guidelines in the instructions. Specific directions for Commercial Revitalization and Economic Development application narratives can be found in the instructions. Use additional pages as needed.

CDBG funds will be used to rehabilitate (or demolish and replace) a minimum of eleven (11) houses. Funds will also be used for temporary relocation activities. The project budget, LMI benefit and project activities are shown in the table below. Benefit for Low to Moderate Income Persons is the national objective.

ACTIVITY	CDBG BUDGET	ACCOMPLISHMENTS	LMI BENEFIT
Housing Rehabilitation/Demolition/Replacement	$615,500.00	11	100%
Temporary Relocation	$22,000.00	11	100%
Administration	$112,500.00		
Grant Total	**$750,000.00**	11	

Additional Information:

1. The service area for this project will be the unincorporated areas of the City of Stuart. No activities will occur outside of the Applicant's jurisdiction. Only units in the unincorporated area of the City will be addressed.

2. A minimum of eleven (11) LMI housing units are proposed to be addressed of which no less than three (3) will be "low income" households (households with incomes that do not exceed fifty percent (50%) of the Area Median Income (AMI) for the City of Stuart are classified as "low income". Also, no less than two (2) households will be classified as "very low income" (households with incomes that do not exceed thirty (30%) of the AMI for the City of Stuart are classified as "very low" income).

3. Based on a project cost of $637,500, the average CDBG cost per house for the eleven (11) houses will be $57,954.55 for rehabilitation/replacement & temporary relocation.

4. The City plans to use $50,000 in CRA TIF fund for leverage.

5. The City participates in the National Flood Insurance Program. Units addressed will be required to have flood insurance, where applicable.

6. CDBG funds are needed to rehabilitate/repair/replace deteriorated homes of LMI persons.

7. No DOT or City roads will be impacted by this project.

8. After the eleven (11) homes are addressed, and if funds are available, remaining CDBG funds will be used to rehabilitate additional LMI homes as funds permit.

9. No historically significant structure will be addressed.

10. The project is consistent with the City's Local Comprehensive Plan.

DRAFT

General Scoring Criteria — Table G-3

1. Community-Wide Needs Score (CWNS) The CWNS for each non-entitlement local government is posted on the Department's website at: http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program/downloads-and-information-for-applicants **(Transfer this score to line 1. of the Application Scoring Summary page – Part 8, page 4.)**	**Score:** 92.03
2. Special Designation Score Check all applicable designations below and enter a score of 20 points if all CDBG activities will be conducted within any of the boundaries of the special designation areas checked. Documentation must be included in Appendix M of Part 9. (See instructions.) **(Transfer this score to line 3a. of the Application Scoring Summary page.)**	**Score:** 0

☐ Rural Area of Opportunity (RAO)	☐ Rural Community as defined by §288.0656, F.S.
☐ Area of Critical State Concern pursuant to §380.05, F.S.	☐ Florida Enterprise Zone pursuant to §290.0065, F.S.

3. Grant History Score: If the applicant has not had an open CDBG contract in the NR, CR, or HR categories within five years of application deadline, claim 100 points. **(Transfer this score to line 3b. of the Application Scoring Summary page.)**	**Score:** 100

4. CATF Score: The applicant can score a maximum of 10 points if it has appointed a Citizen Advisory Task Force (CATF) to provide input on all phases of the Small Cities CDBG Program process and the CATF met to discuss community needs and make recommendations to the local governing body before the application was drafted. The task force must be comprised of residents of the applying jurisdiction, and at least 51% of the members must be from LMI households. None of the members can be an elected official of the jurisdiction, and only one member can be an employee of the applicant. The CATF shall have at least five members, and at least 51% members must participate in the meeting to claim CATF points. Documentation must be included in Appendix D of Part 9. (See instructions.)

4a. If the CATF met before the first public hearing was conducted and before a draft application was developed to discuss community needs and make recommendations to the local governing body as to the program area and activities that should be considered when drafting a Small Cities CDBG application, **score 10 points, or** **4b.** If the CATF met before the notice for the second public hearing was published and before a draft application was finalized to make recommendations to the local governing body as to the program area and activities that should be included in its Small Cities CDBG application, **score 5 points.** **(Transfer this score to line 3c. of the Application Scoring Summary page.)**	**Score: 0**

If applicable, list the date that the public notice for the CATF meeting was published: N/A	If applicable, list the date when the CATF meeting was held: N/A

DRAFT

General Scoring Criteria — Table G-3 (Continued)

5. Outstanding Performance in Equal Employment Opportunity (EEO)

M/WBE Contracting: The applicant may claim up to 20 points for achievement in Minority-/Women-Owned Business Enterprises (M/WBE) contracting in the most recent Small Cities CDBG subgrant that was administratively closed not more than four years before application deadline date. Review the M/WBE reports submitted to DEO for that subgrant and enter a score based on the achievement reported.

Most Recent Administratively Closed Small Cities CDBG Contract Number: N/A

0 Amount Awarded to M/WBE firms	÷	0 Total Prime Contracts Amount	X 100 =	0 M/WBE %

M/WBE %	Points
0.0 – 4.99%	0
5.0 – 14.99%	5
15.0 – 19.99%	10
20.0 – 24.99%	15
25.00%+	20

If the applicant has not administratively closed a Small Cities CDBG subgrant within four years of the application deadline date, score 5 points.

5a. M/WBE Contracting Score:

5
(Maximum 20 points)

Local Government Minority Employment: The applicant may claim up to 60 points for meeting minority employment goals. Complete the table below to calculate the applicant's percentage of minority employees. See instructions for calculations.

Number of Permanent Full-time Equivalent Minority Applicant Employees 56	÷	Number of Permanent Full-time Equivalent Applicant Employees 272	=	Applicant's Percentage of Minority Employees 0.205%

Enter percentage of minorities in the applicant's county: 9.7%

If the "Prorated 60 Points Score" is claimed, complete the following equation:

Applicant's Percentage of Minority Employees 0.205%	÷	Percentage of Minorities in Applicant's County 9.7	=	Applicant's Percentage of Minority Employees 0.0211	X 60 =	Points Claimed 1.27

DRAFT

If the applicant has three or less employees, 40 points may be claimed.	
5b. Local Government Minority Employment Score (60 Points Maximum):	5

6. Outstanding Performance in Fair Housing

The applicant may claim five points for adopting a Fair Housing Ordinance prior to the application deadline and five points for conducting a Fair Housing workshop in the 12 months prior to the application deadline. See instructions for guidelines and documentation requirements.

	Date	Score
6a. Date Fair Housing Ordinance Adopted:	August 2020	5
6b. Date of Fair Housing Workshop:	May 26, 2020	5
6c. Total Fair Housing (6a+6b) Score (10 Points Maximum):	10	

Outstanding Performance in EEO and Fair Housing (5a+5b+6c) Score: 15

(Transfer this score to line 2. on the Application Scoring Summary page – Part 8, page 4.)
(90 points maximum)

DRAFT

Part 3 – Sources and Uses of Non-CDBG Funds

Sources and Uses of Non-CDBG Funds
Private, Participating Party, Public Leverage from Non-Local and Local Funding Sources
Table L-1

Activity #	Source	Amount Claimed for Scoring	Amount Not Claimed for Scoring	Type (Participating Party, Loan, Grant, Local Government Funds, Donated Land, or Other Leverage)
14A	CRA TIF funds	50,000.00	$0	City of Stuart
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	
Totals		$50,000.00	$0	
Total Funds Claimed for Leverage Scoring		$50,000.00		

Use the preceding totals to compute the number of points you are claiming for leverage scoring on the next page.

DRAFT

Leverage Score Summary

Leverage Points Calculation for NR, CR, and HR

Communities with a LMI Population of 1,249 or Less

$ _____ ÷ $1,000 = _____ Points

(25 Points Maximum)

Leverage Points Calculation for NR, CR, and HR

Communities with a LMI Population of 1,250 or More

$50,000.00 ÷ $2,000 = 25 Points

(25 Points Maximum)

Leverage Points Calculation for ED

$ _____ ÷ $10,000 = _____ Points

(125 Points Maximum)

Leverage Score: 25

(Transfer this score to line 3d. on the Application Scoring Summary page in Part 8. 25 Points Maximum for NR, HR, and CR. 125 Points Maximum for ED.)

DRAFT

Part 6 – Housing Rehabilitation

DRAFT

Category Impact
CDBG Funds and Activity Goals Score — Table H-1

	A	B	C	D	E	F
Activity #	Activity Name	Enter CDBG Activity $	% of CDBG Project Cost (B ÷ 1)	Goal Points	Activity Goal Score (C x D)	# of Housing Units To be Addressed by Activity
01	Acquisition (in support of)	$	%	*		
01	Acquisition in 100 Year Floodplain	$	%	75		
04	Clearance	$	%	35		
15	Code Enforcement	$	%	45		
04A	Demolition (without subsequent construction)	$	%	50		
16A	Historic Preservation - Residential	$	%	35		
14A	Housing Rehab/Demolition/Replacement	$615,500	96.55%	75	72.41	11
08	Permanent Relocation as a part of Hazard Mitigation	$	%	75		
08	Permanent Relocation – Other	$	%	50		
14A	Potable Well Installation**	$	%	70		
14A	Removal of Housing Architectural Barriers	$	%	75		
14A	Septic System Installation**	$	%	70		
14A	Sewer Hookups**	$	%	70		
08	Temporary Relocation	$22,000	3.45%	75	2.59	11
14A	Utility Hookups, Other**	$	%	60		
14A	Water Hookups**	$	%	70		

1. Add Column B to get the CDBG Project Cost	$637,500	**4. Add Column E to get the Total Activity Goal Score:** 75 (75 Points Maximum)	Total Unduplicated Number of Housing Units to be Addressed by All Activities: 11
2. Enter CDBG Administrative Funds (Maximum of 15% of Total CDBG Funds Requested)	$112,500	* Goal points for this activity are same as the activity supported by the acquisition. ** Use only if no housing rehabilitation is required. Otherwise, treat as complementary activity to housing rehabilitation activity.	
3. Add 1 and 2 for Total CDBG Funds Requested	$750,000		

DRAFT

Low Income and Very Low Income Beneficiary Impact Score

Option 1: Housing Rehabilitation (Housing Rehab/Demolition/Replacement)
5a. Number of homes to be addressed whose occupants qualify as "low income:" (Note: "low income" (LI) means the household income is between 30.01% - 50% of median income for your county)
"Low income" beneficiary impact points: 3 homes* X 50 = 150 points (150 Points Maximum)
5b. Number of homes to be addressed whose occupants qualify as "very low income:" (Note: "very low income" (VLI) means the household income does not exceed 30% of median income for your county) 1 home: score = 55 points; 2 homes: score = 85 points:
"Very low income" beneficiary impact points: 2 home(s) = 85 points (85 Points Maximum)
Option 2: Hookups Only (Sewer, Water or Other Utility)
5c. Number of households to be hooked up whose occupants qualify as "low income:"
"Low income" beneficiary impact points: homes* X 7 = points (175 Points Maximum)
5d. Number of households to be hooked up whose occupants qualify as "very low income:"
"Very low income" beneficiary impact points: home(s) X 6 = points (60 Points Maximum)
5e. Total "Low Income" and "Very Low Income" Beneficiary Impact Score (5a+5b) or (5C+5d): 235 (235 Points Maximum)
* If a Recipient serves more "very low income" homes than scored on this application, those additional homes can be counted to meet the number of "low income" homes that the Recipient committed to serve.

DRAFT

Average CDBG Cost per LMI Housing Unit

6a. Use the CDBG Funds and Activity Goal Score Spreadsheet to calculate the average CDBG LMI housing unit cost:

$637,500	÷	11	=	$57,954.55.
CDBG Project Cost		Total Number of LMI Housing Units		Average CDBG LMI Housing Unit Cost

Enter the appropriate score from the chart below on line 6b.

Option 1. Rehab - Average CDBG Cost Per LMI HU	Score	Option 2. Hookups - Average CDBG Cost Per LMI HU	Score
Less than $62,250	120	Less than $2,200	100
$62,250 to $65,000	105		
$65,000 to $66,999	90	$2,200 to $3,099	80
$67,000 to $68,999	75		
$69,000 to $70,999	60	$3,100 to $3,999	60
$71,000 to $72,999	45		
$73,000 to $74,999	30	$4,000 to $4,899	40
$75,000 to $76,999	15		
$77,000 to $77,999	0	$4,900 and above	20
$78,000 to $78,999	-50		
$79,000 and above	-100		

6b. Average CDBG Cost per LMI Housing Unit Score: 120

"Green" Rehabilitation Standards

7a. If the Housing Assistance Plan (HAP) requires all the minimum "green" standards identified in the instructions, **score 45 points:**	45
7b. If the HAP requires all the supplemental "green" standards identified in the instructions, **score 30 points:**	30
7c. "Green" Rehabilitation Standards (7a + 7b) Score:	75

Category Summary Score (4+5e+6b+7c=): 505

(Transfer this score to line 3e. in the HR column on the Application Scoring Summary page – Part 8, page 4.)

(Cannot exceed 505 points.)

DRAFT

Part 8 – Certification and Score Summary

DRAFT

I, the undersigned chief elected official or authorized representative of the Applicant, certify that, to the best of my knowledge, this Florida Small Cities Community Development Block Grant Application for Funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.

I also certify that the Applicant:

Has met all citizen participation requirements contained in Chapter 73C-23, Florida Administrative Code:

Following public notice, hearings were conducted by a member of the local governing body or a duly authorized employee;

- The first public hearing was conducted to obtain citizen views about community development needs and potential uses of CDBG funding;
- The notice for the second public hearing was published following the first public hearing. The notice included a summary of the activities that would be conducted with CDBG funds, the specific locations where those activities would take place, a line item budget, and the time and place where a copy of the draft application would be available for review; and
- A second public hearing was conducted to obtain citizen comments on the CDBG application prior to submission.

2. Has properly conducted surveys of service areas to document LMI benefit, if applicable.
3. Will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with CDBG funds.
4. Will ensure that upon completion of housing structures addressed with CDBG funds, each housing structure will meet the local housing code.
5. Will administer the subgrant in conformity with the Civil Rights Act of 1964 and the Fair Housing Act.
6. Will affirmatively further fair housing and undertake one fair housing activity each quarter.
7. Has adopted or will adopt a Community Development Plan or has adopted the Local Comprehensive Plan as its Community Development Plan.
8. Will adopt an Anti-Displacement and Relocation Policy and will minimize the displacement of persons.
9. Has presented accurate information and has documentation on file and readily accessible to the Department of Economic Opportunity.
10. Has authorized the submission of this application by vote of the local governing body.
11. Will adopt a CDBG Procurement Policy that conforms to 2 CFR 200.317 – 200.326, Sections 255.0525 and 287.055, Florida Statutes, and Rule 73C-23.0051(4), Florida Administrative Code.
12. Has implemented a financial management system that complies with Section 218.33, Florida Statutes, and 2 CFR 200.302.

DRAFT

13. Will complete a self-evaluation of its facilities related to the Americans with Disabilities Act and adopt a Transition Plan, if applicable.
14. Will meet a National Objective for each funded activity other than administration and engineering prior to the administrative closeout of the subgrant.

Signature of Chief Elected Official or Designee
Signature:
Typed Name and Title: Mike Meier, Mayor
Date:
If signed by a person other than the chief elected official, a copy of the resolution authorizing the person to sign the application must be included in Appendix B.

Signature of Application Preparer if not an employee of the Local Government
Signature:
Typed Name and Title: J. Corbett Alday, COO
Name of Firm or Agency: Guardian Community Resource Management, Inc.

DRAFT

Application Scoring Summary

This form is the Applicant's evaluation of the application score. Use the "scores" identified in the application to complete this form when you have finished filling out the application. Enter the scores or other information in the appropriate columns. When all of the scores have been transferred to this form, add the scores and enter the total.

Applicant Name: City of Stuart	(For DEO Use Only) Application Number: _____

Enter Type of Application:
☐ **Commercial Revitalization** ☐ **Economic Development**
☒ **Housing Rehabilitation** ☐ **Neighborhood Revitalization**

Title/Score	Part	Page	CR	ED	HR	NR
1. Community-Wide Needs Score (250 Points Maximum)					92.03	
2. Outstanding Performance in Equal Employment Opportunity and Fair Housing (90 points maximum)					15	
3. Program Impact:						
3a. Special Designation Score (20 Points Maximum)					0	
3b. Grant History Score (100 Points Maximum)					100	
3c. CATF Score (10 Points Maximum)					0	
3d. Leverage (25 Points Maximum for CR, NR and HR) (125 Points Maximum for ED)					25	
3e. Category Summary Score					505	
3f. Total Program Impact Score (3a+3b+3c+3d+3e) (660 Points Maximum)					630	
4. **Total Application Score** (1+2+3f) (1000 Points Maximum)					737.03	
Less Penalties Assessed (For DEO Use Only)						
Final Score (For DEO Use Only)						

DRAFT

Part 9 –Supporting Documentation

DRAFT

Place all supporting documentation in this section. Separate the documents with a titled tab or titled colored paper. Include only those appendices that are required for the application.

Appendix	Title
A	Maps (Required)
B	Local Governing Body's Resolutions for Signature Delegation and Application Submission (Required)
C	Comprehensive Plan Documents (Required)
D	Public Hearing/CATF Documentation (Required)
E	Leverage Documentation
F	Grant Application Preparation Cost Documentation
G	Readiness to Proceed Documentation
H	VLI/LMI Worksheets and Survey Documentation or Census Data and Maps
I	Documentation Related to Health and Safety Impact Score
J	Joint Agreements, Contingency Funding Documentation and/or Interlocal Agreements
K	Housing Assistance Plan (Required for all Housing Rehabilitation Applications)
L	Historic Preservation Documents
M	Special Designation Documentation
N	Documentation for Economic Development Applications
O	Documentation for Other Community Development Activities Score (Commercial Revitalization)
P	Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)
Q	Local Government Minority Contracting and Fair Housing Score Documentation
R	Commercial Rehabilitation Policy (Required for all Commercial Revitalization Applications that will utilize CDBG funds to rehabilitate commercial buildings)
S	

DRAFT

Community Development Block Grant
(CDBG)

Housing Assistance Plan & Procedures

For

CITY OF STUART, FLORIDA
FFY
2020 - 2025

I. INTRODUCTION 3

II COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/DRI) PROGRAMS OPERATIONAL POLICES AND PROCEDURES 4

II. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/DRI) PROGRAMS – REHABILIATION AND CONSTRUCTION POLICES AND PROCEDURES 29

III. CDBG DRI CATEGORY HOUSING REHABILIATION PROGRAM 50

APPENDIX A — DEFINITIONS 57

APPENDIX A — RESOURCES 60

I. INTRODUCTION

This manual is a guide for implementing the housing strategies and related aspects of the City's Community Development Block Grant (CDBG) Housing Programs, including the Regular CDBG categories (henceforth "CDBG"), and the CDBG Disaster Recovery Initiative (henceforth "DRI"). The responsibilities of the City, the Applicant homeowner, construction contractor, the Program Administrator (PA) and the Housing Rehabilitation Specialists (HRS) are specifically addressed in this manual.

The Program Administrator (PA) shall be the City Designee for oversight of this Housing Assistance Plan (HAP) and Procedures, and his/her duties are addressed herein. The PA shall approve all HRS work, including any Consultant or contract work, such as grants administration or project delivery services. The PA makes all final recommendations and decisions as to awards, monitoring reports, policies or other work generated by contractors or consultants. The major focus of this manual is on housing finance, housing rehabilitation, demolition/clearance, procurement and replacement of eligible, HRS-approved dwellings. Relocation of households is also covered to a limited extent, as described herein. The Anti-Displacement Policy should be consulted if displacement or permanent relocation becomes a concern. Except under Federally Declared Disasters and similar extenuating circumstances, and by waiver of the City Commission and approval by the Florida Department of Economic Opportunity (FDEO), no CDBG housing activity shall be undertaken that causes displacement of legal residents from a dwelling unit. Permanent relocation shall only be considered for replacement units where the existing lot is not suitable for the replacement unit or is unsafe for the residents. Eminent domain shall not be addressed using City CDBG Housing funds.

The goal of the CDBG program(s) is to meet the U.S. Department of Housing and Urban Development (HUD) CDBG (DRI where applicable) National Objectives including but not limited to the rehabilitation of substandard units, and the rehabilitation of units affected by natural disasters, located within the unincorporated limits of the City and to bring them up to a minimum acceptable living standard. This standard shall include the HUD Section 8 Minimum Housing Quality Standards (Section 8 HQS), the current Florida Residential Building Code and other relevant local codes (whichever is most stringent for each code-related item). This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units under the CDBG regular category and DRI categories to be assisted shall be owner-occupied.

DISCLAIMER: Not all provisions apply to all programs herein. City staff, or designee, reserves the right to make final interpretation of this plan. Further, in the event of any conflict between or among any provision(s) herein applicable Florida Administrative Rules, statutes, or HUD regulations the more stringent may be applied by City staff or designee.

II COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/DRI) PROGRAMS OPERATIONAL POLICES AND PROCEDURES

All procedures outlined in this section are applicable to all CDBG categories including Regular Category Housing Rehabilitation, and the Disaster Recovery Initiative Housing Rehabilitation and Assistance Category. The operational procedures in this section govern all categories and may be amended or expanded by any requirements set forth in the individual strategies and the different programs and categories may require.

A. Housing Program Objectives

Maximizing community improvement and benefit should be the goal of any housing program on its way to meeting national and/or State funding objectives. The objectives of the City's Housing Rehabilitation Programs include but are not limited to:

1. For all CDBG Programs, to assist and encourage the revitalization of very low, low to moderate income neighborhoods through a Housing Rehabilitation and Deferred Payment Loan (DPL) Program.
   a. AMI means Area Median Income
   b. VLI shall mean very low income or thirty percent (30%) AMI
   c. LI shall mean low income or fifty percent (50%) AMI
   d. LMI shall mean low-to-moderate income or not to exceed eighty percent (80%) AMI
   e. OI shall mean over income for the particular income for which an Applicant is applying for benefit under the list above. OI households cannot benefit from CDBG direct assistance (in this case housing).

2. For DRI Only, to encourage the revitalization of very low, low to moderate income neighborhoods affected by declared natural disasters through a DRI Housing Rehabilitation and Deferred Payment Loan (DPL) Program.

3. For CDBG and DRI programs, to remove unhealthy or hazardous conditions (slum and blight) in VLI and LMI households.

4. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of VLI and LMI neighborhoods to improve their community.

5. For CDBG and DRI programs, to address urgent community needs.

6. For all CDBG programs, to preserve existing housing stock, or replacement of substandard housing.

7. For all CDBG programs, to enable VLI and LMI families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.

8. For all CDBG programs, to reduce utility costs and to improve the comfort of VLI and LMI families through green construction standards and weatherization activities related to rehabilitation.

9. For all CDBG programs, to improve the property tax base in VLI and LMI neighborhoods.

10. For all CDBG programs, to increase employment and training opportunities for local residents and minority persons through the hiring of individuals and small businesses owned and operated by Section 3 persons and businesses or persons residing in the vicinity of local projects.

11. For all CDBG programs, to make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements or as determined at the City's discretion.

12. For all CDBG programs, to minimize impact of program participation on Applicants and to limit direct costs encountered because of program participation.

13. For all CDBG programs, to adopt modern, green building and energy-efficient improvements for building rehabilitation and construction.

14. For CDBG and DRI programs, treat all participating Applicant homeowners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with program rules.

15. For CDBG and DRI programs, to provide all program Applicants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:

    a. that Applicant homeowners hold the primary responsibility for maintaining their property and personal finances,
    b. that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors and employees; and
    c. that any assistance provided must be authorized at the proper level.

16. For CDBG and DRI programs, to prepare and harden homes against high velocity winds and wind-borne debris in the event of hurricanes and other such natural disasters.

17. For all CDBG programs, to allow some flexibility in administering the CDBG programs in order to meet the overall CDBG goals and objectives of rehabilitating each addressed dwelling, and to comply with HUD Section 8 HQS, the current Florida Residential Building Code and any local codes that may apply. The City Commission may waive program rules to achieve CDBG objectives and benefits only when the result will be consistent with established goals and objectives, and applicable federal, state or local regulations and requirements.

18. For all CDBG programs, to adopt Complementary activities which are eligible activities, as provided in Section 290.042, F.S., which are necessitated by the primary activity or project scored in the CDBG Application for which grant funds are requested.

19. For all CDBG programs, to allow Complementary activities in the Housing category, which include water and sewer hookups to provide service to units being rehabilitated or providing rehabilitation to the kitchen and/or bathroom plumbing of houses so that they can access water and/or sewer hookups. Water and sewer hookups are not complementary if they are the primary activity because the home is not being rehabilitated except as needed to allow the hookup.
    a. For the purpose of this HAP the per- housing unit cost of providing service shall not exceed $5,000. The use of CDBG funds for complementary activities may not exceed thirty five percent (35%) of the total CDBG funds requested for the primary activity.

B. Key Terms

Program Implementation:
HAP: Housing Assistance Plan
PA: Program Administrator
HRS: Housing Rehabilitation Specialist
DPL: Deferred Payment Loan
SOW: Scope of Work

Governing bodies:
CATF: Citizens Advisory Task Force
AHAC: Affordable Housing Advisory Committee
HRS: Housing Rehabilitation Specialist
FDEO: Florida Department of Economic Opportunity
SHPO: State Historic Preservation Office
THPO: Tribal Historic Preservation Office
EPA: Environmental Protection Agency
Local Government: Local elected body
Recipient: Local governing body

Income Status:
AMI- Area median Income
VLI: Very Low Income: 30% of AMI
LI: Low Income: 50% of AMI
LMI: Low-to-Moderate Income: 80% of AMI

Other terms:
Section 3: a person or business that meets the Federal Section 3 definition
LBP: Lead Based Paint
ACM: Asbestos Containing Material
DRI: Disaster Recovery Initiative

C. *Common Housing Program Types*

Common Housing Program Types: Community Development Block Grants: *The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. CDBG Grants consist of the following Categories:*

1. Entitlement Communities:
   The CDBG entitlement program allocates annual grants to larger cities and urban counties (200,000 or greater in population) to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, primarily for low- and moderate-income persons.
2. State Administered CDBG:
   Also known as the Small Cities CDBG program, the State award grants to smaller units of general local government (less than 200,000 population) that carry out community development activities. Annually, each State develops funding priorities and criteria for selecting projects.
3. Disaster Recovery Assistance:
   HUD provides flexible grants to help cities, counties, and States recover from federally declared disasters, especially in low-income areas, subject to availability of supplemental appropriations.

D. *Purpose of Policies and Procedures*

It is the policy of the City's Housing Rehabilitation Programs to document program policy guidelines and procedures to be used by City staff in the everyday operations and practices utilized in reaching the goals of the Housing Assistance Programs. Further it is the City's policy to:

1. Assure that all programs are administered in strict conformance with the community development and rehabilitation rules and all applicable local,

state and federal requirements (including equal opportunity, conflict of interest, etc.).

2. Assure that no member of the Congress of the United States, the Citizen's Advisory Task Force (CATF), City Commission, or any other elected official shall serve on the CATF or share in proceeds or benefits of CDBG funded rehabilitation work. This monetary benefit would constitute a conflict of interest.

3. With regard to regular category CDBG and DRI categories, housing rehabilitation will be the first priority, with housing replacement units being addressed when program funds are available.

E. Administrative Program Policies and Procedures

1. Housing Assistance Plan (HAP)

   A Housing Assistance Plan and Procedures guide shall be drafted and approved by the local governing body to be used as a written guide for implementing program specific housing strategies. Including but not limited to Applicant intake procedures, maximum funding amounts, and specific program inclusions and exclusions.

2. Citizen Participation (*See the City's Citizens Participation Plan)*

   As required by specific program rules and requirements, public hearings will be held to provide information and discuss proposed activities to be undertaken, as well as address questions or concerns from the public. All public hearings and workshops shall be advertised in accordance with the appropriate funding agency (HUD, FDEO) requirements.

3. Conflict of Interest

   The adherence to the rules and regulations in regard to Conflict of Interest is mandatory. All Applicants that may have a business or familial relationship with a member of the City Commission, CATF, HRS, PA, or participating construction contractors must fully disclose this relationship on the Application and defiantly before a construction contract is executed. In addition, all Applicant names must be disclosed at the regular meeting of the City Commission Meme and the CATF as the application process proceeds and these names must be included in the minutes of both the City Commission and the CATF meetings. The City Commission and CATF members must disclose any relationship with an Applicant and must abstain from any vote related to that Applicant. Any cases of conflict of interests must be made known at a meeting of the City Commission. Before an Applicant with a potential or real conflict as described in 24 C.F.R.570.489 (h)(2), is given final approval for participation the City must notify FDEO in writing. Prior to the expenditure of housing grant funds, the City must receive written notification of FDEO's approval of the waiver of conflict of interest, in accordance with

C.F.R. Section 570.489 (h)(4). If this process is not followed the City and/or the Applicant may be liable for returning the funds expended to the program.

City employees that submit an application for rehabilitation assistance and who are involved in the decision-making process related to the CDBG program or are involved in the financial approvals of this program must identify their conflict of interest at the time of application.

The Federal requirements are found in 24 CFR 85.36 (b) (3) and 24 CFR 570.489(h). The State of Florida requirements are found in Chapter 112.311 – 112.3143 of the Florida Statutes. A Conflict of Interest is defined as a relationship or circumstances whereby a person or organization exercises functions or responsibilities for funded activities through which they, their relatives, or know associates obtain or appear to obtain a financial benefit.

Two types of conflicts are noted, those being beneficiary and procurement.

1. A beneficiary conflict of interest would involve any direct benefit, such as housing rehab, utility hook-up or façade renovation. The conflict would occur when benefits are awarded to anyone with a role in the CDBG and or DRI program approval process, to include but not limited to, a member of a CATF, PA, City officials and Commission members. There are however exceptions to this rule which are explained in 24 CFR 570.611 (d). To request a waiver, the Applicant through the HRS and PA must be submitted in writing to the City for approval, who must then submit the request to FDEO for final approval. Any costs incurred prior to FDEO approval are unallowable. There are no retroactive waivers.
2. A procurement conflict of interest exists if there appears to be a relationship between a funded activity and City officers, their employees or agents, any member of their immediate family or any organization that employs or is about to employ, any of the afore-mentioned individuals. This conflict covers all aspects of the procurement, from solicitation, to award, to administration to include the writing of the Applicant Selection Criteria and in the Priority of Assistance, evaluating proposals and negotiating terms. The affected person must not participate in the procurement process in any manner; the level of conflict is irrelevant. Any conflict or appearance of a conflict requires non-participation. A procurement conflict cannot be waived.

4. Fair Housing (See the City's Fair Housing Policy)
The City and all its Contractors, Consultants and vendors receiving CDBG and/or DRI grant funds shall comply with Title VIII of the Civil Rights Act of 1968, Restoration Act of 1987, Sec. 800 [42 U.S.C. 3601 note] (Fair Housing Act), as amended, 24 CFR Part 92.252, Fair Housing Rents, Title VI of the Civil Rights Act of 1964, Housing for Older Persons Act of 1995 (HOPA), Fair Housing Amendment Act of 1988, Age Discrimination Act of 1975, HCD Act of 1987, as amended, Section 109 of Title 1 of the Housing and Community

Development Act of 1974 (570.487 and 570.495(b),Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 (ADA), Executive Order 11063, Executive Order 11259. The City of Stuart also will comply with 42 U.S.C. § 3604(f) (3), to ensure that the design and construction of covered multifamily dwellings include features of accessible design for disabled persons.

It is important to ensure that the housing program does not discriminate against any class of potential Applicants. All persons must be treated equally and not discriminated against on the basis of race, color, religion, sex, national origin, familial status, and disability, when serving housing needs.

The Fair Housing Act is the term commonly used to describe the provisions of Title VIII of the Civil Rights Act of 1968, as amended in 1988. The Act states that it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, familial status, and disability. In addition to what is covered under the Federal act, Florida law also prohibits discrimination on the basis of material status.

This language should be included in all program information announcements and advertisements relating to the housing program. It is important for housing administrators to be familiar with Fair Housing Laws, as well as the more subtle forms of discrimination. Where possible, application materials and handouts for Applicant meetings should be in Spanish, and/or a multi-lingual representative of the organization receiving applications is present to assist Spanish speaking Applicants.

It is the policy of the City to ensure that all state and federally funded projects and activities prohibit discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, on the basis of race, color, religion, sex, national origin, familial status, and disability (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18).

5. Equal Opportunity Employment: (*See the City's EEO Policy)*
It is the policy of The City of Stuart to use state and federal grant funded programs to provide services to very low, low to moderate income Applicants. At no time will employment opportunities provided through the expenditure of state or federal funds or otherwise be denied on the basis of race, color, religion, sex, national origin, familial status, and disability. Notice of the policy will be placed in plain sight on the job location for the benefit of interested parties and all Contractors, Consultants, vendors will be notified. All Equal Employment Opportunity Posters will be displayed as required by state and federal guidelines.

Equal Employment Opportunity protects all employees and the potential employment of all Applicants of the City and any Contractors, Consultants,

and vendors receiving grant funds. These requirements apply at all times for the City or Contractors receiving state or federal grant funds.

6. Section 3 Employment Opportunities: (*See the City's Section 3 Policy)*
   The City and/or Contractors, Consultants, and vendors receiving grant funds shall comply with the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), Section 3 Statute—12 U.S.C. 1701u, Section 3 Regulation—24 CFR Part 135, 24 CFR 85.36(B)(8).

   It is the policy of the City to use its best efforts to afford Section 3 residents and Section 3 business concerns the maximum practicable opportunity to participate in the performance of all grant funded contracts. The City may rely on written representations by businesses and residents regarding their status as Section 3 in lieu of an independent investigation.

   Every effort shall be made to notify Section 3 residents and businesses residing or maintaining offices in the local area through public notices, as part of complying with Section 3. Documentation of such efforts is required.

7. W/MBE Employment Opportunities: (*See the City's W/MBE Policy)*
   The City and/or Contractors, Consultants, and vendors shall comply with: Public Law 95-507, The Small Business Act, and Executive Order 11625 of 1971. It is the policy of the City to use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of all grant funded contracts.

8. Permanent Relocation / Displacement:
   General:
   This activity involves replacement of an eligible owner-occupied unit. The City Commission or its PA will decide with the HRS on a case-by-case basis whether to utilize a slab "site built" replacement unit, a prefabricated unit, or a modular home. Decision items will include budget, zoning, replacement requirements, cost estimates, and a number of other items that may vary on a case-by-case basis.

   Once the decision is made, the HRS prepares bid specifications based on Applicant homeowner input from review of available plans from the Contractor. Bidding contracting and inspections then proceed as in the rehabilitation process.

   For all CDBG categories, permanent relocation (due to flood plain, non-conforming lot, hazards, etc.) and/or demolition-relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. The units must be redeveloped (replaced) on site or elsewhere due to problems with the site. Homeowner eligibility requirements are the same as for

rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy. In this HAP, demolition-relocation shall refer to replacement housing to build a new unit in place of one that must be demolished for reasons outlined in this HAP and as recommended by the HRS.

The Housing Program will comply with the Uniform Relocation Act (URA) and Real Property Acquisition Policies Act of 1970. Except as provided for herein under a Federally Declared Disaster (and then only by City Commission Waiver and FDEO approval), the City will not engage in any project under this HAP that displaces any legal, URA-covered occupants. When provided for in the program budget, for homeowner occupied housing assistance, temporary relocation services can be made available to qualified persons who need to relocate while rehabilitation work is completed. The maximum assistance amount and documentation required to show proof of use of funds shall be determined by the City Anti-Displacement and Relocation Policy that covers those situations in great detail.
Applicant homeowners previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the PA determines the Applicant to be ineligible for assistance, the HRS shall recommend, and the City will send written notification to the Applicant stating that the application has been rejected and the reason for the rejection.

9. Property Acquisition: *(*See the City's URA Policy)

In the event the housing program needs or seeks to acquire property to address a specific community need, some fundamentally required steps will need to occur in order to ensure compliance and the success. Each purchase, or acquisition, may vary case by case.
However, in general terms, the following should take place:

1. Confirm source of funds and authority to acquire,
2. Identify the property/site and determine its suitability,
3. Perform legal description/boundary survey/preliminary title search (services procured as necessary),
4. Send notice of intent to acquire to Owner,
5. Solicit appraisal services and retain Appraiser,
6. Where recommended by the HRS or program required, solicit review appraisal services and retain review appraiser,
7. Receive appraisal review (when required), then solicit and retain Title Company (ies) (title insurance amount and necessity determined in advance),
8. Send offer to purchase and notice of just compensation to Owner of no less than the appraised fair market value,
9. Obtain Homeowner(s) acceptance of offer in writing

10. Finalize contract for purchase with Owner after City legal reviews and approves,
11. Company calculates settlement costs and closing date is set,
12. Closing conducted with funds changing hands and,
13. Records of proceedings retained.

10. Voluntary Acquisition:

The City may purchase property with CDBG/DRI funds for use on eligible activities. While property acquisition must follow the procedures outlined in the Uniform Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased only on a voluntary basis.

The City shall determine the features needed and the funds available for land purchases in the State Sub-recipient agreement(s). When property is needed or required for CDBG/DRI activities, solicitation procedures of the City shall be followed. The request will state the specifications and budget and indicate that the purchase is voluntary. All property acquired by any CDBG/DRI funds shall be meet all the requirements of the Florida CDBG program and shall be used only for eligible CDBG/DRI activities.

No displacement of tenants (or other legal occupants) will occur as a result of any of the City CDBG Housing programs. For lease property, owners do not receive any relocation assistance. Owner-occupants under rehabilitation must voluntarily participate.

A voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the City for purchase of their property in response to a public invitation or solicitation of offers. The City Commission is committed to this mode of acquisition to the maximum practicable extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site-specific and at least two (2) properties in the community meet the criteria established by the City for usage, location and/or interest to be acquired. The City Commission, prior to publication of a public notice or attendance of any local government representative at a property auction, must approve all voluntary acquisitions in principle.

A public notice must be published inviting offers from property owners. This notice must:

1. Accurately describe the type, size and approximate location of the property it wishes to acquire;
2. Describe the purpose of the purchase;
3. Specify all terms and conditions of sale, including maximum price;

4. Indicate whether or not an owner-occupant must waive relocation benefits as a condition of sale;
5. Announce a time and place for offers to be accepted; and
6. Announce that local powers of condemnation shall not be invoked to acquire any property offered for which a mutually agreed to sale price cannot be reached.

Property may also be acquired at auction. The Uniform Relocation Act will be followed, but all acquisitions shall be voluntary and without displacing legal, URA eligible occupants.

In each voluntary acquisition, a public solicitation shall occur. Offers shall be sealed and opened at the same time, in the same place, by a City official. Records of offers shall be kept. Appraisals are not required for purchases less than two thousand five hundred dollars ($2,500) if a mutually agreed-to sales price can be reached. Clear title must be present in every transaction. The PA must decide at the time of approving the acquisition whether or not appraisals and review appraisals will be necessary and what the maximum permissible sales price will be. The decision to acquire will rest with the City Commission that can reject or accept any and all offers. Written records shall be maintained documenting decisions and rationale for selected courses of action.

11. Non-Voluntary Acquisition Plan: (when applicable under DRI for emergency purposes) (not applicable under CDBG regular housing categories)
Acquisition of property (including easements and right-of-way) using federal funds shall occur in accordance with the Uniform Relocation Act of 1970 (as amended) and with any State and Federal regulations that may apply.

Fundamental steps that occur in each purchase may vary case by case. However, in general terms, the following should take place: (1) source of funds and authority to acquire confirmed, (2) property/site identified and suitable, (3) legal description/survey/preliminary title search performed (services procured as necessary), (4) notice of intent to acquire sent to owner, (5) appraisal services solicited and appraiser retained, (6) where recommend by the HRS or program required, review appraisal services solicited and appraiser retained (7) appraisal received and sent for review, (8) title companies solicited and retained after review received (title insurance amount and necessity determined in advance), (9) offer to purchase and notice of just compensation sent to owner, (10) owner contacted by attorney or other representative and contract formalized, (11) settlement costs calculated and closing date set, (12) closing conducted with funds changing hands and, (13) records of proceedings retained.

The Uniform Relocation Act requires certain specific procedures such as some letters being sent via certified mail. The CDBG implementation manual

provides a checklist that may be utilized in following each transaction to successful conclusion. City CDBG/DRI housing funds cannot be used in any way that would cause involuntary displacement. (Refer to the City's separate Anti-Displacement Policy on this subject.)

12. Timing and Planning

Properties necessary for easements or acquisition shall be identified as early in the planning stage as is practicable. Every attempt shall be made to affect a design that is not wholly site-dependent that is where two or more sites are suitable for the project. It is recognized this may not always be possible; however, a policy of minimizing single-site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practicable extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with start up. The PA shall make the determination as to whether or not bidding, award and start-up may proceed to closing on the property.

In those cases where needed for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur, minimized.

The City's Anti-displacement and Citizen Complaint Policies shall be followed in these cases.

13. Appeals / Complaints: *(See the City's Grievance Policy)*

The HRS and the PA are authorized by the City to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the HRS or the PA. For a complaint to be considered valid, it must be issued in writing within a period of ten (10) calendar days of its occurrence. Responses also shall be issued in writing. The City's Citizen Complaint and Grievance Policy, Citizen Participation Plan and Fair Housing Ordinance shall be adhered to in addressing any complaints.

If the complainant is not satisfied with the PA's response, the issue must be presented in writing to the City Mayor and/or City Manager) in accordance

with the Complaint Procedures set forth in the City's CDBG policies and procedures. Further action on any complaints shall be governed by City CDBG policies, including Citizen's Participation and Grievance Procedures. Any appeals will be made according to the City CDBG policies and procedures. Further appeals, if necessary, must be addressed to the Florida Department Economic Opportunity (FDEO).

14. Fraud

All levels of housing program management are responsible for the detection and prevention of fraud, misappropriations, waste, and other inappropriate conduct as it pertains to the use of specific program funding.

Fraud is defined in this document as a willful or deliberate act or failure to act with the intention of obtaining an unauthorized benefit. Any fraud that is detected or suspected will be reported immediately to the PA, who will conduct or employ on his/her behalf to conduct an objective and impartial investigation into the fraudulent activity, along with other applicable departments and/or law enforcement agencies, as deemed necessary or appropriate. Any individual found to have engaged in fraudulent activity, as defined by this policy, is subject to disciplinary action as program regulation and the law will allow, which may include program, service, and/or employment dismissal, as well as prosecution by appropriate law enforcement authorities, when appropriate.

15. Actions Constituting Fraud:

As used in this policy, the term "fraud" includes, but is not limited to, the following:

1. Any dishonest or fraudulent act.
2. Forgery or alteration of any financial document used for the purpose of program eligibility.
3. Deliberately including and/or providing false information from the program assistance application.
4. Deliberately withholding any required information requested to properly determine eligibility status, including all assets, liabilities, incomes.
5. Destruction or concealment of records, income and/or assets.
6. Failure to disclose and/or an attempt to conceal any conflicts of interest relationships.
7. Failure to disclose and/or an attempt to conceal any required information on employment.
8. Any similar or related inappropriate conduct.

16. Non-Fraud Irregularities and Conduct:

This Section covers allegations of personal improprieties or other irregularities not constituting fraud, such as drug abuse or distribution of, vandalism, assault, murder, sex offense or other such public nuisances, or criminal

activity. Suspected improprieties concerning employees, managers, committee members, elected officials, or constituents seeking assistance from the various programs administered by the City, as it pertains to moral, ethical, or behavioral conduct should be resolved by the appropriate Local Government Department Director and Administration whenever possible. This section uses 24 CFR part 5 subpart I; PREVENTING CRIME IN FEDERALLY ASSISTED HOUSING--DENYING ADMISSION AND TERMINATING TENANCY FOR CRIMINAL ACTIVITY OR ALCOHOL ABUSE (5.851-5.861) and 24 CFR part 5 subpart J; ACCESS TO CRIMINAL RECORDS AND INFORMATION (5.901-5.905), as a guide when referencing non fraud irregularities and conduct.

17. Local Government Status Reports:
The housing program may as applicable to funding requirements, create and maintain or require any of its Sub-Recipients, Contractors, Consultants and/or vendors to create and maintain a quarterly status report. This report is to be presented to the PA/HRS on a regular pre-designated date and time each month. It is important that the PA and local governing body be kept informed as to the project scheduling (i.e. bidding, work write-ups, contracting, construction, and completion) and budget to ensure that program compliance is being maintained. Every status report should be prepared in a format approved by the PA/HRS and have an attached budget summary. The budget summary shall contain all relevant construction cost, and demographic data relevant to budget and administrative closeout audits and/or compliance reviews. Likewise, the HRS and PA will submit periodic reports to the local elected officials and submit all required quarterly and annual required reporting to the funding agency on time and as required.

The follow reports include but are not limited to and will be required by the funding agency:
1. Quarterly Status Report (QSR)
2. W/MBE Report (bi-yearly)
3. Section 3 Report (annual)

18. Subordination: (*See the City's Subordination Policy)*
Approved Applicant homeowners who have received financial assistance from the various housing programs frequently request the local government to subordinate its interest in their property to a new loan mortgage/deed of trust for the purposes of; refinancing an existing first mortgage, obtaining a new line of credit, home improvement, or debt consolidation.

The allowance of the subordination of the DPL shall be in accordance with the local policy as approved by the City and/or the policy approved by the funding agency. An active subordination policy is critical and is intended to protect the local government's financial interest in the homeowner's property without unduly restricting the homeowner's access to the equity in their property.

The language of the documents (grants, mortgages, deeds of trust) filed as liens against a property to secure the City's interest prohibit the transfer of title, or portion thereof, without prior consent by the City. Executing an additional lien, subsequent to the execution of the City's security instruments, constitutes a transfer of title that would make the City's loan/grant immediately due and payable.

19. Consent to Place Subordinate Lien

The City will generally consent to the placement of a Subordinate Lien upon written request from the homeowner(s) under the following conditions:

1. Requests for Subordination of Lien must be approved by the PA, or his/her designee.
2. The following documentation at a minimum should be provided to the PA for consideration of Subordination requests:
   a. Proof of licensure of refinancing lender to do business in the State of Florida.
   b. Authorization for Release of Information signed by the homeowner(s). Signatures will be verified.
   c. Written statement from the Homeowner(s) stating reason for the subordination request.
   d. Supporting documentation as to the validity of the reason.
   e. Lender's Good Faith Estimate.
   f. Complete terms and conditions of the existing loan and the new loan.
   g. Documentation about payment of taxes and insurance and their status.
   h. Copy of appraisal or property valuation information with method of determining same.

Note: Consideration should not be given to any request for Subordination of Lien without this information. Additional information may be required.

3. Requests for Subordination of Lien will be reviewed, and a decision made on a case by case basis on such merits as the following:
   a. Emergency needs arising from a natural disaster.
   b. Emergency housing repairs which eliminate a threat to the health or safety of the occupants or that eliminate an immediate or imminent danger to the dwelling itself.
   c. Refinancing to lower the interest rate on the first mortgage if the closing costs and/or fees can be recovered within four (4) years.
   d. There is sufficient property value to support all outstanding mortgages.
   e. Refinancing for educational purposes.
   f. Refinancing for medical emergencies.

4. Request for Subordination of Lien should not be considered under the following circumstances:
   a. The interest rate on the new mortgage exceeds the interest rate of the existing mortgage.

b. The cumulative loan-to-value ratio exceeds 100%.
c. The housing debt-to-income exceeds 30%.
d. The total debt-to-income ratio exceeds 40%.
e. There is cash paid out to the borrower(s).
f. The mortgage lender and applicant fail to provide all required documentation.

5. Additionally, no subordination request should be approved if it contains any of the following provisions:
   a. Adjustable rate mortgage (ARM)
   b. Balloon payment(s)
   c. Open line of credit
   d. Reverse mortgage
   e. Prepayment penalty
   f. Interest only mortgage
   g. Negative amortization

6. In the event the City agrees to subordinate its affordable housing liens or mortgages:
   Usually such consideration is given only for proven hardship. Payment of credit card debt is not a basis for approval in accordance with the City's Subordination Policy. It is the intent that granting of subordination shall be one time only and shall not include any liens/mortgages recorded subsequent to the City's lien interest.

20. Refinancing Existing Superior Liens:
The City will generally agree to subordinate its interest in a rehabilitated or newly constructed owner-occupied residential property assisted under the CDBG or DRI programs if the proposed new loan is in an amount that does not exceed the current aggregate balance of existing superior lien(s) plus reasonable closing costs. This policy applies to both repayable and deferred payment loans. Requests for a Subordination Lien due to hardship will be considered on a case-by-case basis and are contingent upon state and federal funder guidelines and rules.

21. Program Income
No program income is planned to result from the CDBG program. Program income should only result in the case of DPL repayment where the title is transferred, or the unit is no longer the primary residence of the Applicant homeowner. All Deferred Payment Loans (DPLs) shall be zero-interest and deferred payment with repayment of CDBG/DRI funds only in the event of transfer of title or where the eligible Applicant homeowners no longer occupy the unit as a primary residence within the DPL period. After the expiration of the FDEO CDBG Award Agreement between the City and the State, the monitoring will be performed by the PA annually through site visits and title verification through the Clerk of Courts and City Appraiser offices. The City's

DPL mortgage documents and liens shall always include a notice to the City as soon as the title changes ownership.

If repayment of CDBG/DRI funds is received during the DPL period, it will be relegated back to the Florida Department of Economic Opportunity (FDEO) or used for additional eligible CDBG/DRI activities as may be authorized by FDEO. Program income or DPL payments received subsequent to closeout will be returned to FDEO (within ten (10) days or the time frame allowed by FDEO at the time of program income receipt if longer than ten (10) days) unless the state's program income regulations are changed.

F. General Program Polices

1. Objectives/Goals of Assistance: The Housing program is designed to provide the following community opportunities:

   a. To allow for public and community participation.
   b. Provide safe and affordable housing solutions to very low (VLI) and low income (LI) families and individuals.
   c. To eliminate deficient code and housing quality standards (HQS) within the housing stock of the community.
   d. Eliminate housing units that can be considered to be a blighted influence on the community.
   e. Eliminate emergency housing conditions that pose an immediate health and safety concern to residents/inhabitants.
   f. Provide energy efficient and affordable green housing features to very low (VLI) and low income (LI) families and individuals.
   g. Address other housing issues that meet program funding criteria within the intent and policy of the specific housing program.

2. Funding Sources

   The funding sources listed below will be used to conduct all approved activities associated with the CDBG/DRI Program. The specific rules and regulation requirements approved for each program shall govern the specific use of the associated funds.

   a. Community Development Block Grant (CDBG):
   b. Community Development Block Grant Disaster Recovery Initiative (CDBG/DRI):
   c. Matched or leveraged State Housing Initiative Partnership (SHIP) funds

   The above funding sources may be used to supplement all approved activities associated with the CDBG/DRI Program. The specific rules and regulation requirements approved for each program shall govern the specific use of the associated funds.

G. Priority of Assistance:

Priority of assistance is determined based on local need and specific program requirements. When awarding funds for assistance to Applicants of housing-related services, it is important for the City to establish a fair and equitable underwriting process for selection. For awards to individual Applicants, criteria are established by the program requirements, the current established HUD Area Median Income (AMI) limits, those affected by documented federal disasters, and other non-demographic preferences, such as targeting to special needs populations, elderly and disabled. Eligibility for individuals is based upon annual household income and on a first come, first qualified, and first serve system.

Applicants must complete and submit all required information on all household members for a determination of income eligibility and must be willing to execute all necessary documents on a timely basis.

Applicant Qualification Criteria and Requirements

Applicants will not be served until they have submitted a complete Application with all documentation required and have been found by the HRS to be income-eligible and can document clear and/or unencumbered title.

Income-eligible Applicants are those Applicants with household incomes that fall between Very Low Income (VLI or 30% AMI) to Low-to-Moderate (LMI or 80% AMI). Income eligibility is determined by using the total household gross income and shall be determined upon completion of the application process.

Applicant Selection Criteria and Requirements

Applicants will be selected on a first-come, first-qualified, first-served basis and will be documented by the individual(s) receiving the Applications by date and time stamp. Program rules require that a minimum number of VLI and LI Applicants be served. Therefore, priority will be given to VLI Applicants (minimum of two {2}) and LI Applicants (minimum of five {5}) until the required number of VLI and LI units has been satisfactorily addressed in accordance with and as outlined in the Agency Award Agreement with (HUD, FDEO). Assistance is subject to funding availability. No other ranking or scoring process will be used.

Applicant Priority

While the City will be using a first-come, first-qualified, first-served basis for selecting Applicants for program funding, the housing program recognizes there are times when priority must be given to certain underserved groups or to meet funding agency requirements.

Other Applicant priority consideration factors are**:**

1. Applicants who are elderly (Greater than 62 years of age)

2. Applicants who are handicapped/disabled (with acceptable proof of handicap/disability)
3. Applicants who are veterans of any war as declared by the Congress of the United States of America

These other Applicant priority consideration factors will take effect in the event that Applicants simultaneously submit an Application and it is not discernible by the individual(s) receiving the Application which Applicant entered the facility to submit the Application first, or in the event that the Applicants enter the facility to submit the Application at the same time and there is only one individual to receive the Applications causing one person to have a later date and time stamp on their Application.
In addition, if the HRS, in consultation with the PA and other applicable local government departments (Housing, Building, Fire, Health Department or Code, etc.) determines that one Applicant's housing unit poses a greater hazard to health and safety than another's, the Applicant at greater risk of physical harm may be given priority (i.e. roof replacement would take precedence over a window repair).

H. Applicant Intake

As required by specific program rules, the City will solicit and advertise the appropriate public notification and public hearing(s) notices. A notice of funding availability shall be placed in the appropriate media outlets to provide information and discuss specific program housing activities to be undertaken with the available program funding. Subsequent to the public hearing and advertising periods a minimum of:

1. One (1) Applicant workshop should be advertised and held in a public setting to address additional questions or concerns from the participating public.
2. All public hearings, advertisements, and workshops shall be advertised in accordance with the appropriate funding agency (HUD, and FDEO) requirements.

An informed Applicant will help minimize future misunderstandings. To this end, Applicants should be informed early in the process of the program's income limits, benefits, stipulations for assistance; repayment terms (if applicable) and anticipated timeline from application to assistance. This information can be effectively conveyed via a program and/or goal specific fact sheet or program brochure and should be discussed during the initial Applicant workshop and as required during any follow up contact.

The HRS shall review and Program Administrator shall review and rank the applications based on a first come, first qualified, and first serve process. The DRI category will be based on the same criteria.

The application process will have a noticed cutoff date for the receipt of applications. Applications received after that date shall only be considered on a 'first come, first qualified, first served' basis as alternates after the primary list of Applicants has been considered and exhausted and where sufficient funds still remain to address more units. Primary consideration of 'first come, first qualified, first served' status shall be when the Applicant complies with all program criteria and has furnished all required documentation and can therefore be qualified by the HRS, rather than time of receipt of the initial application. This is contingent upon funds remaining available at the time of approval and the unit in question also qualifying. Income qualification and unit qualification both apply (e.g. an Applicant completes their file and is qualified, but the unit is in the flood plain or historic and insufficient funds remain to address those issues. However, the next Applicant in the first come, first qualified, first served line qualifies and only needs roof and window repairs within the remaining budget.

The HRS or the City's PA may remove an Applicant from any CDBG program for a change in household income, approved in the Applicant Selection Criteria, not complying with the minimum qualification procedures, refusing to comply with the program requirements or HRS directions (such as temporary relocation from an unsafe dwelling or work area), not accepting the program standards or HRS recommendations for eligible repairs or other just cause that would expose the City to unacceptable risk. If it is determined that it is necessary to remove an Applicant from the program, a certified letter will be drafted and recommended by the HRS and sent by the City to the Applicant stating the reasons for the removal. The Applicant will have the right to appeal the decision as identified in the Citizen Participation Plan. The HRS's best judgment shall be the guide in determining whether it is in the best interest of the program or the City to reject a unit or application. The practical housing rehabilitation experience of the HRS is critical in dealing with potential risk to the City or program, or the safety of the occupant in cases where Applicants refuse to cooperate with program guidelines or HRS directions.

Note:

It is important to ensure that the housing program does not discriminate against any class of potential Applicants. All persons must be treated equally when serving housing needs. The Fair Housing Act is the term commonly used to describe the provisions of Title VIII of the Civil Rights Act of 1968, as amended in 1988. The Act states that it is unlawful to discriminate on the basis of race, creed, color, religion, age, sex/gender, familial status, national origin, or disability. In addition to what is covered under the federal act, Florida law also prohibits discrimination on the basis of marital status. This language should be included in all program information announcements and advertisements relating to the housing program. It is important for housing administrators to be familiar with fair housing laws, as well as the more subtle forms of discrimination.

I. Application Process and Applicant Eligibility

Listed below are the minimum functions to be performed in processing an Application for Assistance. The City should make every good faith effort to notify the Applicant of eligibility within thirty (30) days of the application date.

1. Review with the Applicant the objectives of the rehabilitation activities.
2. Advise the Applicant on the specifics of the grant program and other funding sources that may be available.
3. Advise Applicant concerning the conditions under which a loan/grant is made.
4. Assign an application number and set up a separate file for each Applicant.
5. Check all local tax records to determine that property taxes are current.
6. Verify Applicant's household income. Retain documentation in program files. (Also housing expenses and assets if they are used.)
7. Determine eligibility of the Applicant for assistance. Evidence that ownership of the property has been verified through the Property Appraisers Office shall be retained in the office files.

The application for assistance should contain all the necessary information to determine whether an Applicant is eligible for program assistance, including but not limited to:

1. The number of people residing in the household including name, age, relationship to head of household, Social Security number, present address and home phone number and employment status;
2. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
3. Sources of annual income, including earned, unearned and asset income (this subject will be described in detail below);
4. A statement signed by the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
5. A signed statement indicating that the Applicant understands that all information provided is subject to Florida's public records laws.
6. An authorization for release of information sheet.
7. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.

To ensure proper Applicant qualification, each Applicant shall also be required to provide, at a minimum, the following documentation, as applicable, on a case-by-case basis.

1. Completed Application for Assistance and disclosures with signatures and date. *(including duplication of benefits documentation from FEMA, Insurance, SBA, family assistance, faith, or community assistance documentation, and duplication affidavits)*
2. Government Photo Identification for Applicant and any co-Applicants.
3. Proof of Ownership, e.g. recorded copy of Property Deed.

4. Current Property Tax Receipt.
5. Most current year's Tax Returns or current year's Tax Transcripts from IRS.
6. Paycheck Stubs (last 3 pay stubs for each working member, with additional and updated stubs required at the City's discretion).
7. Most current Social Security Statement of Benefits for each household member.
8. Most current documentation for other assets - 401(k), retirement/pension, IRA, CDs, annuities, etc.
9. Most current self-employment income statement with schedule C, E, or F.
10. Documentation on dependents claimed (including birth certificate, school records, court-ordered letter of guardianship, divorce decree and/or letter of adoption).
11. Three most current bank statements for all open checking, savings or other interest-bearing accounts at the time of application and at contract signing.
12. Property Appraiser documentation showing what year the unit was built.
13. Third party contact information and release to obtain third party verification of employment signed by employer and notarized. This documentation must be received for eligibility determination.

The PA/HRS should review the application carefully to ensure that the Applicant has provided all sources of income, including total household assets and asset income. If an Applicant has trouble completing the program application and providing the required back up documentation necessary needed for final program eligibility. It may be preferable to schedule a meeting between the HRS and Applicant to complete the application for assistance in a scheduled, face-to-face interview where the Applicant can be prompted to provide accurate and comprehensive income and household information. It is common for Applicants to misunderstand what items to count toward annual income.

1. Applicant Responsibility:
   Applicant Homeowners and all household members are responsible for working in good faith and in a responsible, reasonable, and timely manner with the HRS. Reasonable deadlines shall be established at each step of the process of submittal of information by the homeowner. Generally, after two written notifications, any refusal or failure to provide information, or any established pattern of untimely submittal of information by the homeowner, at the HRS's discretion and approval by the PA the Applicant's case file may be closed.

J. Applicant Homeowner Eligibility Standards

In order for a homeowner Applicant to be eligible for purchase and/or rehabilitation assistance, the following criteria must be met:

1. Total household income under CDBG and DRI must not exceed the very low income (VLI) to low-to-moderate income (LMI) limits set for the HUD Section

8 program at the time assistance is provided or no greater than eighty percent (80%) of the Area Median Household Income (AMI) limits.

2. For regular category CDBG and DRI. The Applicant homeowner must possess and provide clear title to the property, although it may be jointly owned, and the property may be mortgaged. Ownership through life estate, heir property or other legal satisfactorily documented ownership is considered satisfactory for program participation. Providing proof of title is an owner responsibility and expense.

3. The Applicant homeowner must reside in the dwelling as a primary residence to be rehabilitated for at least one (1) year prior to the time of application (owner occupied assistance). In the case of the DRI category, the Applicant homeowner must have been permanently residing in the dwelling unit as the primary residence at the time of the declared disaster.

4. Property tax, mortgage payments and utility bills must be current, and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title to be eligible for CDBG and DRI owner-occupied rehabilitation.

5. For all CDBG programs, the property must be fully insured for basic hazard/homeownership insurance. Flood Insurance also applies in the one hundred (100) year flood plain and the City must be named as a policy holder if the home is in the one hundred (100) year flood plain. Flood insurance must remain in effect for the entire period of the Deferred Payment Loan Agreement. Any unit to be addressed with CDBG funds must be elevated to at least one foot (1') above base flood elevation (or to local code) whichever is greater or disqualified due to cost infeasibility. This applies to all categories and all activities involving construction.

6. For all CDBG programs, all Applicants that may have a business or familial relationship with a member of the City Commission, the Citizen's Advisory Task Force Committee, HRS, PA and participating construction contractors must fully disclose this relationship at the time of the Application, at the point in time in which the conflict occurs and definitely before a construction contract is executed (see Conflicts of Interest)

7. For regular category CDBG and DRI, if a boundary survey is required, the Applicant homeowner is responsible for providing necessary proof or documentation at the homeowner's expense.

8. Rental or other income generating properties are not eligible to participate in the CDBG or DRI owner-occupied rehabilitation program. Only units occupied by the Applicant(s) with clear title as a primary residence are eligible.

9. In DRI categories, lease units may be addressed if a) the City is seeking lease units to meet DRI VLI or LMMI needs, b) the project is cost feasible, c) the unit(s) are income restricted (either LI or VLI), d) the units comply with all HUD and FDEO eligibility requirements (or will by means of agreement and improvements), e) have CDBG eligible repair needs and f) for VLI rental set aside funds, the property management agency demonstrates capacity and the minimum five (5) years' experience required to participate. Such properties shall be screened and qualified by the selection process and review of the HRS. The property management organization is required to re-verify income annually for all tenants.

10. Applicants may be required to attend a HUD approved eight (8) hour homebuyers' education class prior to closing, this may apply to any new construction units under the DRI program. The HRS will advise the City of any such requirements.

11. For all CDBG and DRI programs, the City shall take all reasonable measures to avoid fraud and abuse. The City shall provide qualified oversight through competent staff of contract program oversight. Any fraud or abuse of Housing funds shall be grounds for disqualification. (See Fraud section of this document)

Each Applicant: to ensure proper homeowner qualification will also be required to provide at a minimum the following documentation, as applicable on a case by case basis:

1. All CDBG programs: Completed application and disclosures with signatures and date.
2. All CDBG programs: Photo Identification for Applicant and any co-Applicants.
3. Regular Category CDBG and DRI: Proof of Ownership Recorded Copy of Property Deed.
4. Regular Category CDBG and DRI: Property Tax Receipt.
5. All CDBG programs: Most current year's Tax Returns or year's Tax Transcripts from IRS.
6. All CDBG programs: Paycheck Stub (Last three (3) pay stubs for each working member of household) OR most current Social Security Verification (Statement of Benefits).
7. All CDBG programs: Most current other assets - 401(k), retirement/pension, Individual Retirement Account (IRA), Certificates of Deposit (CD's), annuities, etc.
8. All CDBG programs (when applicable): Most current Self-employment income statement with schedule C, E, or F.
9. All CDBG programs: Documentation on dependents claimed (including birth certificate, school records, court-ordered letter of guardianship, divorce decree and/or letter of adoption).

10. All CDBG programs: Three (3)) most current bank statements for all open checking, savings, or other interest-bearing accounts at the time of application and contract signing.
11. All CDBG programs: Documentation showing what year the home was built after 1978.
12. DRI only: Documentation showing the Applicant was displaced or received damage from Federally Declared Disaster.
13. All CDBG programs: Third party contact information and release to obtain third party verification of employment signed by employer and notarized. This documentation must be received for legibility.

K. Duplication of Benefits

In regard to Disaster Recovery Initiative (DRI): Applicants who responded to an advertised request for Applications must provide additional documentation as listed below:

1. Proof that the residence was impacted by the applicable federally declared disaster event.

2. All FEMA, Small Business Administration (SBA), and Insurance claim documentation.

3. Written certifications and proof of all benefits received.

4. All receipts and/or invoices for work completed using FEMA, SBA, and/or Insurance monies from a filed claim.

Any and all program required self-certifications as is required by the funding agency, the housing program, and applicable local governments

L. Applicant Household and Income Verification

The household and income verification process may vary slightly from one program to another depending on the funding agency requirements. Generally speaking, an eligible household is comprised of one or more natural persons determined by the eligible municipality to be of very low income, low, low to moderate income according to the current HUD income limits adjusted for family size. The HUD Handbook 4350.3 Chapter 3 Section 3-6 (E) provides guidance on whether or not to count an individual as a household member. Whenever the handbook indicates that an individual is a household member, the individual's full income must be included in the annual income.

M. Household Income

An Applicant homeowner's household income eligibility status shall be determined based on the total family Gross Annual Anticipated Income according to household size and make-up. The income eligibility of each household will be determined in accordance with current HUD "annual income" rules and

regulations as defined in HUD Handbook 4350.3 rev 3 or those adopted through the funding agents Consolidated Plan and approved by HUD.

All household income inclusions and exclusions can be found at HUD 24 CFR part 5: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/calculator/definitions/part5

The income of each household assisted with any CDBG or DRI funds will be determined at the time of purchase in accordance with 24 CFR 570.3 using "annual income" as defined by the Section 8 Housing Assistance Payments Program to ensure income requirements are being met.

The following rules are applicable in determining household income:

1. For all CDBG programs, the gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under age 18) are not included in total.

2. For all CDBG programs, all Applicants applying for housing rehabilitation assistance under the CDBG program will be subject to a third-party income verification process to ensure that all Applicants meet the minimum income guidelines set forth by the established HUD minimum income limits.

3. For all CDBG programs, occupants of a dwelling who are not related to or not dependent upon the Applicant homeowner(s) are considered part of the Applicant homeowner's household.

4. For all CDBG programs, rent or other household support contributed by non-household occupants of a dwelling is included in household income.

For all CDBG programs: The Applicant homeowner' s assets, with the exception of the home in which he/she resides, unless previously assisted with SHIP funds, and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

II. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/DRI) PROGRAMS – REHABILIATION AND CONSTRUCTION POLICES AND PROCEDURES

A. Identification of Units

Housing Rehabilitation will be performed only on units approved by the City and in accordance with grant requirements established by the State of Florida DEO

and the U.S. Department of Housing and Urban Development (HUD). Alternate units may be provided to replace any primary units that may become ineligible. The City will solicit applications either from other housing assistance providers that have knowledge of need within the City, by placing notices in public areas throughout the City and/or by advertising in publicly circulated publications. The City will review applications received using the following selection criteria as defined in the *Priority of Assistance* section of this document:

1. For all CDBG programs, has the Applicant previously been furnished assistance under any City Housing assistance program including State Housing Initiative Partnership (SHIP) or Disaster Recovery Initiative (DRI), or other such federal/state programs, and if so, when and under what circumstances. A former Applicant that received assistance under the regular CDBG category cannot be assisted for five (5) years and in any event will not be served again until all other eligible Applicants have received assistance.

2. For all CDBG programs, number of persons in the family and the family income. Priority will be given to Applicants that meet the VLI and LI Applicant selection criteria as defined in the *Priority of Assistance* section of this document.

3. For DRI, housing units identified by the City when the City falls under a Federally Declared Disaster Event, having been affected by a disaster.

4. For regular category CDBG and DRI, type of construction (i.e., block, manufactured home, wood frame, etc.), state of deterioration of the residence and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing will be included in the program but will be restricted to replacement of said structure with a site-built home, unless prohibited by local or state regulations or infeasible due to applicant or site conditions. The HRS shall make the final evaluation and recommendation for addressing any mobile or manufactured units.

5. For all CDBG programs, location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, historic preservation, hazards, etc.

6. For all CDBG programs, compatibility (consistency) of the proposed residence rehabilitation with the local Comprehensive Plan and/or land development regulations.

7. For all CDBG programs, confirm that the Applicant is current on all payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders.

8. For all CDBG programs, Applicants' willingness to maintain reasonable standard of care (code compliance) and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.

9. For regular category CDBG and DRI owner-occupied units, to be eligible, Applicant must be able to show clear title to the property.

10. For all CDBG programs, is the structure is more than fifty (50) years old? The Applicant shall indicate on the Application form whether to his/her knowledge the structure is older than fifty (50) years. If the answer is "yes," or if other evidence suggests the structure is more than fifty (50) years old, the City must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property Appraiser, tax records, or other government agencies' records will be researched to verify the age of the structure.

11. The HRS shall make the final evaluation and recommendation for each Applicant and unit as to whether they are appropriate under any CDBG or DRI program and the HUD and FDEO requirements. The City makes the final determination of acceptance of an Applicant and of award of any units, subject to the guidelines of this HAP as set forth by the City Commission.

12. For regular category CDBG and DRI, for owner-occupied rehabilitation, owner-occupied shall mean a residential unit with the clear title in the personal name of the Applicant(s) used as the primary residence of the Applicant(s). This does not include any non-residential unit or shared space with nonresidential uses or income generating property.

13. For all CDBG and DRI programs, this program will not assist in the rehabilitation or replacement of rental housing structures.

B. Eligible Property Types

Eligible property types will vary based on the specific goals and regulations of a specific program and its funding origination. The most common eligible property types include but are not limited to:

1. Single-Family Homes.
2. Townhomes, Condominiums units and Duplexes.
3. Mobile Homes (replacement only)

All properties must be within the approved program jurisdiction boundaries and the following property eligibility criteria are applicable:

1. Type of construction, (i.e., block, mobile/manufactured home, wood frame, etc.), state of deterioration of the residence and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing may be included in the program but will be restricted to the specific requirements set forth in the local program guidelines unless otherwise prohibited by federal or state regulations or infeasible due to Applicant or site conditions.
2. Any home eligible for assistance where the cost of rehab will be in excess of fifty percent (50%) of the appraised value of the home as listed with the local Property Appraiser's office will automatically be considered a replacement home.
3. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, historic preservation, hazards, etc.
4. Consistency of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations.
5. Whether or not the Applicant is current on all payments to the local government (i.e., garbage/trash bill, utility bills, code violations, taxes, etc.) and mortgage/lien holders.
6. Applicant's willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.
7. Whether or not the Applicant has clear title to the property. The Applicant shall have fifteen (15) calendar days from the date of the City's review, which will include the results of a title search. If fifteen (15) days pass without proper documentation or compliance, the application will become an alternate (falling to the bottom of the list on the sixteenth [16th] day) and shall not be considered until 1) all other applications are exhausted with funds remaining and 2) the Applicant has a completed file with full compliance with this requirement and all others.
8. Whether or not the structure is more than fifty (50) years old. The Applicant shall indicate on the application form whether to his/her knowledge the structure is older than fifty (50) years. If the answer is "yes," or if other evidence suggests the structure is more than fifty (50) years old, the City must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation or demolition/replacement prior to the start of work.
9. The HRS shall make the final evaluation and recommendation for each Applicant and unit as to whether they are appropriate and eligible under specific program rules and in compliance with the funding agency requirements. The PA makes the final determination of acceptance of an Applicant and of the award of any units, subject to the guidelines of the local policies.
10. Where applicable the HRS must complete the proper environmental review process, including but not limited to a site-specific Tier 2 form, and receive

written approval or release of funds from the funding agency prior to the start of rehabilitation.

11. Partner-assisted programs (with "partners" being affordable housing developers, community-based organizations, housing authorities, non-profits and similar affordable housing providers) may be implemented as outlined in local policy guidelines. Partners shall be selected using the Request for Qualifications (RFQ) or Request for Proposals (RFP) competitive selection process. Deed restrictions and Deferred Payment Loans (DPLs) apply. All unit and Applicant qualifications and monitoring by the HRS and PA apply. Partners must agree to comply with all program specific requirements and submit to monitoring and directions of the HRS before any funds are released or payments made.
12. For owner-occupied rehabilitation, owner-occupied shall mean a residential unit with the title in the personal name of the Applicant(s) used as a primary residence of the Applicant(s). This does not include any non-residential unit or shared space with non-residential uses or income generating property.

C. *Scope of Rehabilitation Assistance*

CDBG financing of housing rehabilitation is available for the following purposes:

1. Addressing local housing code required repairs under current Florida Building Codes requirements for Existing Buildings and local Maintenance Codes and/or Section 8 HQS violations, whichever is most stringent for each code-related repair needs. This will include Florida Energy Efficiency Code for new construction where it applies and Accessibility Requirements (24CFR Part 8, 24 CFR 100.201, 24 CFR 100.205) where they may apply.
2. Providing for cost effective 'Green Standards and Additional "Green Standards" as described in section *J: Rehabilitation and Replace Procedures*. The most current Florida Green Building Coalition checklist of green features including those required by FDEO and that are appropriate for the type dwelling shall be used as a list of options for including affordable green features.
3. Providing reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible. The HRS shall determine the feasibility and eligibility of any such repairs; and
4. Correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards. The HRS shall determine the feasibility and eligibility of any such repairs.

Except for DRI new construction or redevelopment activities, new construction such as adding a room or closing in a carport is eligible for rehabilitation financing only to eliminate overcrowding or to provide bathroom or laundry hook ups. In all CDBG categories general property improvements are eligible for program funds when necessary to obtain an accurate level of utility, to decrease high maintenance costs, or to eliminate blight. Examples of eligible general

property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor coverings, and enclosure of a porch for use as a bathroom where the dwelling does not have adequate interior space.

In the CDBG and DRI categories for owner occupied rehabilitation, some general property improvements that are not required by code, and/or Section 8, HQS, or the work required by the code and/or Section 8 HQS (creating a need for restoration) or other eligible reasons listed above and recommended by the HRS may be provided at the owner's expense. The cost for any such improvements shall be borne by the owner who must deposit the funds with the local government prior to construction otherwise the additional items will not be included in the construction. These items must be included in the Contract for Rehabilitation that is developed and administered by the Program. However, ineligible new construction must be contracted separately. Furthermore, any construction not covered in the construction contract will be inspected by the local building inspector and will not be inspected by the HRS or PA.

D. Contractor/Vendor Listing

The Housing Rehabilitation Program will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who are so listed will be considered for work on this program. Establishment of this list will include maximum outreach to allow for utilization of qualified local Section 3 and minority contractors.

Programs in which the funding originated from a federal source (CDBG, DRI) prohibit local preference in accordance with 24 CFR 85.36, but require maximum compliance with Section 3, W/MBE, and EEO practices as set forth in HUD and CFR regulations. Every effort shall be made to notify Contractors residing or maintaining offices in the local area through public notices, as part of complying with Federal Section 3 and Minority-Owned Business Enterprise (MBE) requirements. This special effort will be based upon the list of Contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to Contractors, and/or solicitation advertisements, will be placed in the appropriate program file to document compliance. In addition to active efforts to comply with Federal Section 3 and MBE requirements, the City will follow all program requirements in its advertising and will promote fair and open competition, with no restrictions to promote advantages for local firms or businesses.

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the City's compliance with Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate City program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards.

If the pool of local contractors is inadequate to provide a sufficient pool of contractors willing and qualified to perform the rehabilitation work at prices that are considered reasonable and comparable to the prepared estimate, other contractors will be solicited. Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

The existing purchasing policy of the City will be used to determine eligibility of the contractors.

E. Contractor/Vendor Eligibility

In order to participate in the Housing Rehabilitation Program, a contractor must be approved as eligible by the HRS, the PA and by the Florida Department of Economic Opportunity (FDEO).

Standard Contractor/Vendor qualifications include but are not limited to:

1. Current license(s) with the appropriate jurisdiction.
2. A satisfactory record regarding complaints filed against the contractor at the State, Federal or local level.
3. Insurance:
    a. Contractor's Public Liability Insurance in an amount not less than $1,000,000 aggregate coverage
    b. A certificate evidencing Worker's Compensation insurance in statutory limits in accordance with Florida law.
    c. A certificate evidencing Auto Insurance, including bodily injury, in an amount not less than $1,000,000 per accident and in the aggregate.
    d. A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than $1,000,000 combined single limit per occurrence.
    e. Copies of certificates shall be provided to the PA. The Contractor shall provide the PA with a certificate of insurance from the insurer guaranteeing thirty (30) day notice to the Housing Rehabilitation Program before discontinuing coverage.

4. A satisfactory credit record, including:

    a. References from two (2) suppliers who have done business with the contractor involving credit purchases.
    b. References from three (3) subcontractors who have subcontracted with the contractor.

c. The ability to finance rehabilitation contract work so all bills are paid before requesting final payment.

5. Satisfactory references from at least three (3) parties for whom the contractor has performed construction work.
6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or FDEO.
7. Acceptance of all program requirements, including but not limited to Section 3 goals and reporting. MBE goals and reporting and where applicable prevailing wage requirements.

The HRS will assure that current and past performance of the contractor are satisfactory based upon readily available information and reserves the right to check any reliable source in establishing such determination.

The HRS will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding, and payment will also be explained to the contractor.

F. Contractor Disqualification

Contractors may be prohibited or removed from program participation for, but not limited to:

1. Poor workmanship or use of inferior materials.
2. Evidence of bidding irregularities such as “low-balling” (submitting an unreasonably low bid in the hopes of increasing the bid amount through change orders once construction has commenced), bid rigging, collusion, kickbacks, and any other unethical practice.
3. Failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs.
4. Failure to pay creditors, suppliers, laborers or subcontractors promptly and completely.
5. Disregarding contractual obligations or program procedures.
6. Loss of license(s), insurance or bonding.
7. Lack of reasonable cooperation with homeowners, HRS, PA, rehabilitation staff or the others involved in the work.
8. Abandonment of a job.
9. Failure to complete work in a timely manner.
10. Inability or failure to direct the work in a competent and independent manner.
11. Failure to honor warranties.
12. Ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or FDEO.
13. Other just cause that would expose the Program or homeowner to unacceptable risk.
14. Failure to respond to a minimum of three (3) consecutive requests for bids.

15. At the contractor's request.

G. Eligibility Inspection

Each Applicant who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan. A preliminary inspection of the Applicant's unit is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the HRS will reject the unit/Applicant. In the case of owner-occupied rehabilitation and upon PA review and approval, a written rejection notification will be sent to the Applicant via certified mail within ten (10) days stating the reason for rejection.

If both the Applicant and the house structure appear to be eligible for program participation, the application/verification process continues. A work write-up with cost estimate is developed by the HRS and approved by the Applicant and the PA. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the Applicant covering excessive costs or general property improvements) are required or anticipated, arrangements must be made prior to bidding to prevent soliciting bids on a home that cannot be financed. When the unit and Applicant receive preliminary approval, bids are solicited for the job.
Once the HRS has found the Applicant and the dwelling unit to be program eligible, a full property inspection and review will be conducted. The inspection process shall at a minimum consist of the following:

1. The completion of the HUD HQS Inspection Form (optional at the HRS discretion).
2. The completion of the pre-Scope of Work (SOW) and inspection report further detailing all code/HQS deficiencies and listing the areas in which rehabilitation is required.
3. The completion of the final SOW and cost estimate

H. Bidding

Bidding of potential CDBG and DRI units is conducted by the HRS in conjunction with the City Procurement/Purchasing Department. Applicants review the pre-approved list of eligible contractors before their cases are sent out for bids. Applicants have the right to remove any contractor(s) from the list of prospective bidders for their unit, as long as the removal request is based on non-discriminatory, non-bias, or other non-subjective reasoning and at least three (3) eligible contractors are allowed to bid. The Applicant must be willing to justify the removal of contractor(s) from the bidding list. Applicants may also request

additional contractors as bidders. If these Applicant-requested contractors submit the Contractor Application and are approved by the PA and are otherwise eligible, they may be added to the bidders list and bid on the housing rehabilitation work. The HRS will make maximum effort to ensure participation by minority and/or Section 3 owned contracting firms. Under CDBG and DRI, the HRS shall qualify and recommend all contractors and other necessary vendors (lead-based paint, asbestos, title search, mold, appraisal, land survey, environmental, etc.) for work the HRS recommends or the program requires on eligible units. In these cases, the City policies shall govern the qualifying and award process, including this HAP.

No housing unit owner, occupant, or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

A notice is sent via email, fax or U.S. Mail to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Advertising for individual jobs will be conducted as necessary but will not exempt contractors form the requirement that they must be pre-qualified.

1. Notification to Bidders (NTB): The HRS or assigned Housing Staff will notify previous program approved Contractors of the availability of the work order and establish a date for the pre-bid conference and bid submission deadline. Bids are opened in the public at the designated time and bid tabulation is prepared.
2. Pre-Construction Meeting: An onsite meeting will be arranged between the homeowner, the approved Contractors and the HRS to review the scope of work and site considerations. This meeting will also serve to allow for Contractor and homeowner introductions and questions. Any questions that arise from the onsite meeting must be submitted in writing to the HRS who is required to answer the question in writing and submit it to all approved present Contractors. Questions may not be answered less than seventy-two (72) hours prior to the established bid submission date. Each contractor MUST attend this pre-bid conference held at the approved unit to be rehabilitated or inspect the house under the Applicant's supervision. Failure to do so will result in automatic rejection of his/her bid(s) for the unit(s).
3. Bid Submission and Award Recommendations: Bids will be submitted on the date and time established in the Notification to Bidders advertisement and awarded in compliance with the HAP requirements and the terms set forth in the NTB advertisements. Sealed bids will be opened at a public bid opening. The HRS will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15 %) of the cost estimate. Bidding procedures will adhere to City purchasing policy. Bids

below the fifteen percent (15%) threshold will be reviewed and are not automatically disqualified.

A minus ten percent (10%) contingency will be assessed for all Section 3 and/or W/MBE firms at the bid opening to provide incentive, opportunity and encourage the participation of such established business types in accordance with HUD requirements. All bid awards will be made available to the participating Contractors and homeowners.

The PA reserves the right to reject any and all bids and to award in the best interest of the Applicant and the City. The Applicant must approve the bid award prior to signing contracts.

. No contractor will be allowed to have more than two (2) jobs per bid round, with a maximum award of three (3) jobs under construction at one time without consent of the PA unless:

a. The anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or
b. The contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the City Commission if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

4. Contracts: Preparation of Contract Documents: The HRS or approved staff prepares Applicant homeowner/City and Applicant homeowner/contractor agreements and sets a time to meet with the Applicant homeowner and contractor to execute the documents and mark the start of construction. These agreements at a minimum should consist of the following:

    1. Voluntary Participation and Final SOW Approval.
    2. Final Income Certification and Affidavit.
    3. Truth in Lending Statement.
    4. Program Mortgage/DPL and Note.
    5. Rehabilitation Agreement/Rehabilitation Contract.
    6. Notice to Proceed.
    7. Notice of Commencement.
    8. Color/Style Selection Sheet.
    9. Temporary Relocation Statement (where applicable).
    10. Three (3) Day Recession Notification.

I. Deferred Payment Loans (DPLS)

The CDBG/DRI Programs provide financing for eligible activities to income qualified Applicant homeowners in the form of zero-interest Deferred Payment Loans (DPLs) (mortgage), the amount of which shall include the accepted bid

amount for rehabilitation plus a contingency reserve. In the case of DRI, this can also include acquisition or purchase assistance.

1. Deferred Payment Loans (DPL)

   a. Deferred Payment Loans (DPLs) are zero-interest loans with deferred payments that become grants when and if all criteria are met by the Applicant. The DPL is provided to a) homeowners who are unable or unlikely to obtain conventional financing due to their income limits, or b) to assist disaster affected homebuyers in purchasing a home under DRI.
   b. DPL financing is also used in the CDBG and DRI categories to provide assistance with housing rehabilitation and/or replacement of owner occupied, eligible units. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan if the homeowner sells or transfers ownership of the rehabilitated home, ceases to use it as his/her primary residence within the date specified in the terms of the DPL, or fails to maintain reasonable required standards of care and maintenance. During the specified lien period the principal is "forgiven' or subtracted from the principal balance in equal annual amounts for CDBG and DRI rehabilitation loans, so that at the end of the specified term of owner occupancy (by at least one of the Applicants if owned jointly), the loan is fully amortized. There is no interest charged during this specified term agreement.
   c. In the event that the sole owner dies or both/all owners die within the specified loan period, repayment of the loan will not be required, and the DPL is forgiven (i.e. it becomes fully amortized upon the death of the final owner).
   d. The assistance provided to each Applicant, at the time of closing, will be in the form of either a primary or secondary mortgage. The mortgage will be recorded in the Public Records of the City. The City will monitor possible triggers of the DPL repayment with annual title verification with online City services through the Clerk of Court and Appraisers offices and through visits to the assisted units.
   e. The primary affordability mechanism is a Deferred Payment Loan (DPL) at zero interest and is forgiven in accordance with the following schedule:

Assistance Amt.	Lien/Affordability Period	CDBG/DRI Forgiven Annually
Under $15,000.00	5 years	100% forgiven only when mature
$15,001-$40,000.00	10 years	forgiven20% annually after 1st 5 years
Over $40,001.00	15 years	forgiven 10% annually after 1st 5 years

Demo/Replacement	20 years	forgiven 20% annually after 1st 15 years

NOTE: With regard to Demo/Replacement (new construction housing), under the CDBG and DRI Category DPL's must maintain long-term Affordability for the lien periods as described above. In these instances, the CDBG and DRI funded DPL's are not forgiven annually for the first 15 years. After the first full fifteen (15) years the CDBG and DRI funded DPL's are forgiven 20% annually for the next five (5) years until amortized.

f. If repayment of a DPL becomes due, the (prorated for CDBG and DRI) principal balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the City Commission may, at their discretion, and with FDEO approval, allow repayment of the DPL over a term not-to-exceed fifteen (15) years, at a yield of not more than one percent (1%) interest per annum, and/or allow transfer or sale of the unit to another income qualified household for the remainder of the lien period.
g. Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for one hundred percent (100%) of the cost of rehabilitation.
h. The maximum DPL for the regular CDBG and CDBG/DRI categories for an owner-occupied single-family dwelling for repairs or replacement is eighty thousand dollars (($80,000)).
i. If rehabilitation costs require more than maximum allowed DPL in the aforementioned categories and the owner is unable to finance the additional cost, the dwelling unit may be disqualified by the HRS unless matched, leveraged, or other alternative funding is available. If the HRS considers it appropriate and in the best interest of the program, CDBG funds may be used in lieu of alternative funding only upon 1) availability of CDBG construction funds and 2) the approval of the City Commission of a waiver of the maximum DPL.
j. As a general policy, a contingency amount of approximately five percent (5%) shall be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment in writing to pay for all required changes exceeding the authorized loan limit, or if the PA determines that the situation does not require a contingency fund.

J. Rehabilitation and Replace Procedures

All rehabilitation and replacement construction work shall include and address Section 8 Minimum Housing Quality Standards (Section 8 HQS), the current Florida Residential Building Code and relevant local codes (whichever is most stringent for each code-related item).

When replacing older obsolete products and appliances the following "green" standards will be implemented for all homes rehabilitated, including new home construction to include:

Green Standards

1. Refrigerators that are replaced or installed shall be Energy Star rated;
2. Gas water heaters that are replaced or installed shall be Energy Star rated;
3. All exterior doors and windows that are replaced or installed shall be Energy Star rated;
4. All lighting fixtures and ceiling fans that are replaced or installed shall be Energy Star rated.

Additional standards for all homes

1. Weatherization of all homes rehabilitated
2. At a minimum, weatherization shall include attic insulation, and if appropriate, floor insulation, as well as sealing all exterior walls.
3. HVAC units that are replaced or installed shall be Energy Star rated and have a SEER rating of at least 14.
4. Where feasible and cost effective as determined by the PA/HRS, all rehabilitation and new construction work, major or otherwise, shall include the installation of water-efficient toilets, showers, and faucets.

K. Structural Requirements

For all CDBG programs, in addition to household eligibility requirements for rehabilitation, the dwelling must:

1. Meet (or through feasible repairs meet) Section 8 Minimum HQS and,
2. Be feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:
   a. Correct all violations of the local housing code, the current Florida Building Code and Section 8 Housing Quality Standards;
   b. Provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978 that will be assisted by the program. All houses built prior to 1978 will be tested for lead-based paint. If lead-based paint is found, interim control procedures will be used for all houses rehabilitated at or below twenty-five thousand dollars ($25,000). Houses rehabilitated at a cost above twenty-five thousand ($25,000) will be rehabilitated using abatement procedures. Any occupants will be notified in writing of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements and appropriate abatement procedures;(also see Lead Base Paint procedures)
   c. Meet applicable local zoning requirements, as well as local, State and Federal housing code requirements for rehabilitation work;

d. Leave at least twenty percent (20 %) of the original structure based upon the formula provided in this section;
e. Not exceed the program costs noted in this HAP;
f. Be made reasonably accessible to handicapped/elderly occupants, when the unit is occupied by such;
g. New construction or substantial improvement of any residential building (or manufactured home) located within the one hundred (100) year flood plain shall have the lowest floor, including any basement, elevated no lower than one (1) foot above the base flood elevation (or per local code). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided;
h. The HRS will determine if any special surveys or studies are needed and may require any surveys or environmental assessments (with funds available) to determine feasibility of a unit. The City designee and PA shall approve such special studies or surveys before being ordered. If the recommended studies or surveys are cost infeasible, the unit may be denied at the City's discretion, or the Applicant may pay the cost of such studies or surveys the HRS recommends;
i. Provide interim controls or abatement for asbestos hazards as required by HUD, the State and EPA that will be assisted by the program.

3. For regular category CDBG and DRI. Be suitable for redevelopment or replacement housing units in cases where rehabilitation is not feasible and sufficient funds (CDBG and DRI) are available for the completion of a new or replacement housing unit that meets all of the above and all other criteria in this HAP. Redevelopment and replacement units must meet all of these requirements to be eligible.

L. Structural Integrity

For all CDBG programs, rehabilitation requires that at least twenty percent (20%) (CDBG and DRI) of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total one hundred percent (100%) of the structural value of the house. These components and ratios are: roof – twenty percent (20%), exterior walls – sixty percent (60%), and flooring system – twenty percent (20%).

As an illustration, assume fifty percent (50%) of the roof must be replaced, fifty percent (50%) of the walls must be replaced and twenty-five percent (25 %) of the flooring system (including framing) must be replaced. The factors are then ratioed based on the 20/60/20 formula, so that fifty percent (50%) replacement of the roof is equal to replacing ten percent (10%) of the structure, fifty percent (50%) replacement of the exterior walls equals thirty percent (30%) replacement of the structure, and twenty-five (25 %) replacement of the flooring system equals five percent (5 %) replacement of the structure. Thus, replacement equals ten percent (10%), plus thirty percent (30%), plus five percent (5%), or a total of

forty-five (45%) of the structure. This leaves fifty-five percent (55 %) of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the HRS. Should significant deterioration occur between application approval and the time the unit is scheduled for rehabilitation, the unit will be re-evaluated for continued eligibility and a decision made by the HRS whether to replace it with an alternate unit in accordance with current FDEO contract requirements.

M. Cost Feasibility

Pertaining to the CDBG and DRI categories, as an additional means of guarding against program penalties for substantial reconstruction of a dwelling, the following cost limits are applicable to all rehabilitation areas. *These limits are above the allowable CDBG financing limits and assume requirements for owner contributions or leveraging with other funding sources*. The limits may be exceeded for rehabilitation/replacement costs when alternative funds are available for leveraging but must be specifically approved by the City Commission or PA as exceeding the described limits.

1. $80,000 per single family detached house (CDBG and DRI)
2. $50,000 per unit of a duplex, Townhome, or Condominium unit (DRI)
3. $20,000 per mobile home unit built after Jan. 1, 1997(CDBG and DRI)

In addition, for the CDBG and DRI categories, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. In the absence of conflicting information, the mobile home CDBG cost limits shall be assumed to meet this requirement. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed eighty dollars ($80) per square foot of dwelling space, excluding septic tank, well, or water/sewer hook-ups, which is less than the cost of new construction and will be assumed to meet the cost/value limit.

N. Clearance

Requirements are identified by the HRS and are included in the replacement unit bid package. In this way, the same Contractor is responsible for site cleanup and preparation as for provision of the replacement unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this manual.

O. Rehabilitation / Demolition Differences

A major difference between assistance provided to demolish / replace an entire unit and rehabilitation work is that, with a demo / replace unit, the DPL issued is not for the full value of the replacement unit (owner occupied). (With rehabilitation, the DPL is issued for the full value of the rehab work performed.) The value of the DPL is based on a calculation that takes the difference between

the assessed value of the original unit (real property not included) and the actual cost of the new unit (without real property). The difference is the value of the DPL. This is because the dilapidated unit that was demolished belonged to the Applicant homeowner and is being replaced on a one-for-one basis. Ownership of the replacement unit is vested directly to the homeowner with no interest on the part of the local government (except for the DPL). Generally, the local government will accept interim ownership of mobile homes to save program costs (taxes) with transfer to the homeowner as soon as possible, upon satisfaction of the DPL.

1. No partial payment is provided for modular replacement units, as the time frame to complete the transaction is relatively brief. The Contractor is paid in full upon satisfactory completion of work and providing of warranties. Partial payments are utilized for site-built homes along the same lines as for rehabilitation work.

2. Program disbursements are made from the local CDBG operating account. As a result, attention must be paid to the ordering and receipt of funds, to ensure that disbursements are made in a timely manner and that the CDBG/DRI limitation for cash on hand is not violated.

3. Rehabilitation cost feasibility limits are based on number of bedrooms to be provided for site-built homes. These limits may not be exceeded without approval from the City Commission are:

    a. four or more bedrooms - $80,000 CDBG/DRI
    b. three bedrooms - $70,000 CDBG/DRI
    c. two bedrooms - $60,000

In the case of replacement of existing SF/ mobile/manufactured homes, the limit will be based upon the acceptable bid price of a replacement home of comparable size. If the existing home is inadequately sized, the replacement home will be sized to include the appropriate bedrooms needed to meet Section 8 and/or local housing code requirements for occupancy. In no case will the total assistance be greater than those limits listed above, unless approved by the City Commission or its PA.

Necessary CDBG approved site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual dwelling replacement.

P. Temporary Relocation

The CDBG Housing program provides an allowance for temporary relocation assistance to qualified persons who need to relocate while the work is being completed on their primary residence. The City will either;

1. Assist eligible Applicants with up to one thousand dollars ($1,000.00) of

Assistance ($500 at move out and $500 upon return: Award of temporary relocation assistance is based upon the availability of funds.

Q. Contracting and Commencement of Construction

The HRS recommends the contract amount and contractor to the PA before the DPL and contract are signed. The DPL amount, contract amount, contractor, unit and owner eligibility are all approved by the PA.

The rehabilitation contract is then executed between the Applicant homeowner(s) and the Contractor. The contract should contain all federal provisions, including but not limited to EEO, Section 3, W/MBE, drug free workplace, and insurance statements. The DPL is executed by the PA on behalf of the City simultaneously with the construction contract, with the three (3) day rescission period running simultaneously for both legal agreements.

For all units, the DPL and the Notice of Commencement are recorded immediately, no more than three business days of execution. The program pays for recording of the Agreement. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. For the CDBG and DRI categories, when temporary relocation of the occupants is required, the Notice-to-Proceed will be delayed until the unit is vacated. The contract time of performance (generally 30 - 45 days for rehabilitation and 90 - 180 days for replacement or redevelopment) begins with issuance of the Notice to Proceed. The HRS shall recommend the appropriate contract period based on the type, size and complexity of the work.

R. Construction Progress Inspections

Periodic inspections of the rehabilitation construction are performed by the City and the HRS throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the HRS prior to the contractor receiving partial or final payment. The Applicant homeowner's acceptance of the work is also required before payment is received. No final payments will be issued until the City Building Department issues a Certificate of Completion or Certificate of Occupancy and all lien wavers are collected and cleared.

S. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written Change Order before the additional work is started. The Change Order may be executed by the Applicant

homeowner and contractor and is approved by the HRS and the PA. All change orders must be approved by the PA and the HRS. Change orders may also be issued to correct code deficiencies, or to obtain any other desired change in the work. CDBG funds can only be for Change Orders that correct code violations as documented by the local building department, a bonafide code violation report, time, or to meet Section 8 HQS found after rehabilitation begins.

For CDBG and DRI categories, additional non-code-related changes will be at the Applicant homeowner's expense.

T. Payment

Contractor payments are to be consistent with local policy, unless otherwise approved by the City and the funding agency as allowable by all applicable regulations. Specific payment policy depends on the program, and the type and amount of assistance being provided, and the contract awarded.

There will be NO payments shall not be processed without proper signatures from the owner, the contractor, the HRs, and the PA. Also, no payments shall be processed without completed primary and subcontractor lien waivers as applicable to the contract award or as required by the local policy.

Contractor Payment request and submissions should at a minimum follow these general guidelines:

1. Contracts of twenty-five thousand dollars ($25,000) or less will not be paid until the Contractor has completed the job.
2. Contracts in excess of twenty-five thousand dollars ($25,000) allow a partial payment upon satisfactory completion of sixty percent (60%) (and 100%, see below) of the rehabilitation work (less punch list items), with a retainage of twenty percent (20%) of the completed contract amount.
3. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the HRS or PA.

Construction Completion	Percentage of Funds Paid
Less than 50%	0 %
50 % and all permits pulled	50%
100%	80%
100%	After Certificate of Occupancy is issued and all punch list items are completed.

Approval of a partial payment requires:

1. A determination by the HRS and the PA that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical

progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the Contractor.

2. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor.
3. Approval of the work by the Applicant homeowner and/or PA.
4. An affidavit from the Contractor stating that either:
   a. There are no claims for unpaid goods and/or services connected with the job,
   a. All laborers, suppliers and subcontractors have received just compensation for their goods,
   b. Services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or
   c. A list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. Acceptance of all work by the Applicant homeowner, the HRS and the PA.
2. Submission of all manufacturers' and other warranties (e.g., appliances, roofing, extermination, contractor's warranty covering the entire job for a minimum one (1) year, etc.).
3. Waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice.
4. A certificate of occupancy or final approval from the Building Department to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements.
5. Completion of all punch list items and
6. An affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.

If the Applicant homeowner refuses to authorize payment due to a dispute with the Contractor, the PA may recommend disbursement without the Applicant homeowner's approval if the claim is shown to be without merit or inconsistent with the policies and the goals of the program. Such disbursement shall be issued only after the PA and the HRS have reviewed the facts and circumstances involved in the dispute and have determined that the Applicant homeowner's refusal to issue payment is without just cause. If a person or party feels that his/her complaint has not been sufficiently addressed by the HRS or PA, an appeal may be made to the Citizen's Advisory Task Force (CATF) in accordance with the City's CDBG Citizen Participation Plan. If a response satisfactory to the aggrieved is not issued by the Committee, an appeal may be made to the City Commission. The City Commission has the authority to uphold, rescind or reverse a previous CATF determination. An appeal of the local

determination/decision made by the City Commission should be filed with FDEO, as set forth in the City's CDBG Citizen Participation Plan. Sufficient documentation to this effect shall be placed in the Applicant's file.

U. Disputes and Contract Termination

Regarding disputes, and as authorized and outlined in the construction contract, the Homeowner and/or the City have/has the right to stop work and terminate the contract in accordance with approved program policy.

The Applicant homeowners shall make themselves available to the Contractor to resolve all and any issues that might facilitate completion. The Homeowner is also requested to notify the HRS and the PA of any complaints to the Contractor so assistance in follow-up can be provided. If the Contractor does not respond to any oral or written complaints within a reasonable time frame and in a satisfactory manner, the HRS will verify the complaint and report it to the PA. If the PA judges the complaint to be valid, he/she will send a written request for service to the Contractor and a copy to the Homeowner. The Contractor will then take action as monitored by the HRS and the PA. Upon receiving notice that the complaint has been satisfied, the HRS will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a Contractor from participation with the program including but not limited to:

1. Inability or failure to direct the work in a competent and independent manner.
2. Failure to honor warranties.
3. Ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD, E-Verify or FDEO.
4. Other just cause that would expose the local government, the Program or Homeowner to unacceptable risk.
5. At the Contractor's or Homeowner's request with cause.

V. Project Closeout

The project award work plan and timeline should be monitored on an ongoing basis by the HRS and PA to ensure that the program is on schedule and is in compliance with the executed funding agreement between the local government and the funding agency. All project closeout reports and documents must be completed and submitted to the correct funding agency on time and as required.

W. Program Compliance and Monitoring

When preparing for a compliance monitoring visit, the HRS and Program Administrators and staff should review all Applicant and Program files for completeness of documentation. Special attention should be given to ensure that the income eligibility documentation is mathematically accurate and legible. All files should be orderly and systemically organized. All financial information relevant to each transaction should be easily found, and the files should have copies of invoices and proof of payment. The file should be accessible, and a

comfortable space should be provided for a thorough review. Copies of all advertisement and contracts should also be available.

The following data will be provided by each housing unit as part of the administration documentation for each activity providing direct benefit (for example, housing rehabilitation, temporary relocation, hookups, etc.) and summarized by activity and maintained in the program files:

1. Name of approved Applicant and address of each housing unit rehabilitated with CDBG funds and the date the construction was completed on the housing unit, and the amount of CDBG funds expended on that housing unit.
2. Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household and VLI or LMI status of the household.
3. The number of occupants in the household, categorized by gender.
4. The racial demographics of the household by number (white, black, Hispanic, Asian/Pacific Islander, Hasidic Jew or American Indian/Alaskan native).

III. CDBG DRI CATEGORY HOUSING REHABILIATION PROGRAM

The goal for the City CDBG Disaster Recovery Initiative (DRI) Housing Program is to provide down payment assistance, rehabilitate or replace existing owner-occupied housing units located in the City that sustained damage as a result of federally declared natural disaster(s).

A. Housing Rehab or Demo/Replace Activity – Objective

To provide a Deferred Payment Loan (DPL) to VLI and LMI income residents whose homes were damaged by a Federally Declared Disaster. The purpose of the program is to bring the residences that sustained damage during a federally declared disaster up to Section 8 Minimum Property Standards, Florida Residential Building Codes, and the local codes currently in effect in the City, whichever is most stringent for each housing unit need.

B. Housing Rehab or Demo/Replace Activity – Financing

The type of assistance which will be available to eligible residents is known as a Deferred Payment Loan. A brief description of this program is presented below. The DPL is a zero (0) percent interest loan provided by the City. The funding for the loan will come from the City's CDBG DRI Program. The DPL will be secured by a recorded mortgage on the Applicant's property. A DPL will be available for all approved Applicants contingent upon available funding. VLI and LMI Applicants will qualify for a DPL wherein the DPL Amount will be forgiven in annual increments as described in the CDBG Program Operational Procedures section of this document.

C. Housing Rehab or Demo/Replace Activity – Eligibility

1. Only those mobile home properties that are conventionally built structures and mobile homes built after January 1997, which are owner-occupied and located within the City, will be considered for participation in the rehabilitation program. No mobile homes built prior to December 31, 1996 will be considered for rehabilitation.
2. Applicants' incomes must fall within the HUD Section 8 Income Limit guidelines as published by HUD and/or the State of Florida for the region.
3. Priority will be given to Applicants who sustained damage from a federally declared disaster in the following order:
    a. Participants who responded to the City's advertised request for Applicants whose residences were impacted by the disaster events and who have been qualified and ranked by the City for inclusion in the Disaster Recovery programs, provided the City solicitation for affected Applicants took place after the declared events covered in a federal declaration.
    b. If the current list of Applicants does not obligate all of the available funding, then a new solicitation for impacted residents will be published.
    c. All other Applicant eligibility requirements are described in the CDBG Operational Procedures section of this document.
    d. Priority will be given to Applicants who sustained damage in a Federally Declared Disaster.
    e. No geographic distribution of funding shall be considered, except where specified in the State Sub-recipient Agreement.

4. To select Applicants in both the Rehabilitation and Permanent Relocation Activities, the following steps will be taken:

    a. The City will utilize the list of potential Applicants developed from previous solicitations (SHIP, HHRP, FEMA) when available for the Federally Declared Disaster.
    b. If sufficient clients are not obtained from the previous solicitations, a display ad will be placed in one or more local newspapers of general circulation advising local citizens of the availability of grant funds and establishing a convenient time and place for interested citizens to obtain information and pick up application forms. Applications will be accepted by the City for a minimum thirty (30) calendar days after the notice is placed.
    c. Local organizations which normally work with clientele that may qualify for the program shall be contacted.
    d. Prior Applicants who have applied for but did not receive City CDBG/DRI assistance will be contacted and advised of the funding assistance and requested to submit an Application.

Once a list of potential Applicants is obtained, the HRS shall perform initial inspections on the dwellings to determine which of the following categories they fall into:

D. For conventionally ("site") built structures and modular homes:

1. Rehabilitation for these structures is not to exceed eighty thousand dollars ($80,000.00).
2. If the cost of correcting all existing code violations is estimated to exceed eighty thousand dollars ($80,000.00) or, the unit is deemed structurally unsound and not feasible for rehabilitation, the dwelling will be considered for Demolition Replacement, wherein the Applicant homeowner provides the additional funding needed to complete new construction or where additional funds have been appropriated to the program for the specific purpose of demolition/replacement.

E. For mobile homes built after 1996:

1. Rehabilitation for these structures is not to exceed twenty thousand dollars ($20,000.00).
2. Replacement housing – if the cost of correcting all existing code violations exceeds twenty thousand dollars ($20,000.00), or if the mobile home is deemed structurally unsound and not feasible for rehabilitation the dwelling will be considered for demolition replacement, wherein the Applicant homeowner provides the additional funding needed to complete new construction or where additional funds have been appropriated to the program for the specific purpose of demolition/replacement.

F. Temporary Relocation:

The CDBG/DRI Housing program provides an allowance for temporary relocation assistance to qualified Applicants who need to relocate while the work is being completed on their primary residence. The City will: 1) assist eligible Applicants with up to $1,000.00 of assistance,

G. Applicant Requirements:

1. Applicants must be income eligible in accordance with HUD LMI income requirements.
2. Applicants must be able to produce clear title in order to receive assistance from the CDBG/DRI program. The City is not providing funds for the entire rehabilitation cost of the home. Other funds or match funds could be utilized.
3. The Applicant must complete a Purchase Assistance Application.
4. Applicants must sign the City's Mortgage and Promissory note. The City's mortgage (typically a second mortgage) is forgiven after 5, 10, 15, or 20 years – depending on the amount of assistance received.
5. Total household income cannot exceed eighty percent (80%) of the Area Median Income (AMI). Please see HUD income guidelines.
6. Applicants must be able to verify and document all income and assets of household members above eighteen (18) years of age residing in the housing unit.
7. Applicants are processed and served on a 'first come, first qualified, first served' basis.

H. Program Benefits:

1. CDBG funds can be used to pay up to $80,000.00 of the Applicants' required rehabilitation to address code violation corrections.
2. Increase housing stock; remove slum and blight conditions, correct code violations.
3. Address health and safety conditions and concerns.
4. Increase City tax base.
5. Increase homeownership.
6. Assistance with the rehabilitation process.

I. Eligible Properties:

1. Single-Family Homes.
2. Townhomes, Condominiums units and Duplexes.
3. Mobile Home built after Jan. 1, 1997.
4. Limitations on maximum CDBG rehab costs - $80,000.00.
5. All properties must have an inspection.
6. All properties must have clear title pursuant to HUD definitions.
7. Properties must be appropriately zoned.
8. Not located in flood zones.
9. Life estates are permitted under this program.
10. Property must be owned and not rented or leased.
11. All properties must be located in the unincorporated limits of the City.

J. CDBG, DRI rehab and demo/replacement activity – financing

The type of financing assistance which will be available to eligible Applicant homeowners is known as a Deferred Payment Loan (DPL). A description of this program is outlined in the CDBG Operational Procedures Section, as well as other places throughout this document. We have provided summary information as follows:

1. *Terms of Assistance:*

A zero (0) percent interest, deferred payment loan secured by a mortgage and note. The loan is forgivable in its entirety at the end of the term. Maximum DPL is $80,000. Additional information is defined under Cost Feasibility and Deferred Payment Loans.

There will be a yearly write-down of the loan after the end of each applicable full year. The write-down will be directly correlated to the amount of the mortgage. The mortgage and note shall provide for pro-rated repayment, which shall be due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the Applicant homeowner during the affordability period.

2. *Down Payment Assistance Activity – Objective*

To provide a Deferred Payment Loan (DPL) to be utilized as down payment assistance for VLI and LMI (up to 80% AMI) Applicants who have been approved

to purchase dwelling unit under the City CDBG/DRI program. The purpose of the program is to provide gap financing to enable very low- and low-income households to purchase affordable standard residential. Priority will be given to a household that lost primary housing residence due to a federally declared disaster or has been unable to obtain decent, safe, standard affordable housing in the area as a result of federally declared disaster.

3. *Down Payment Assistance Activity – Eligibility*

    a. Applicants' income must fall within the HUD Section 8 income limit guidelines as published by HUD and/or the State of Florida for the region.
    b. No member of the governing body, member of the CATF, employee of the City, or relatives of any of these as defined by HUD and Florida Statutes, shall be eligible for program participation unless they are granted a waiver by the Florida Department of Economic Opportunity (FDEO). The prohibition shall continue for one (1) year after an individual's relationship with the City is terminated.
    c. Priority will be given to Applicants who were forced from their homes because of a federally declared disaster event(s) or are being forced to vacate their existing units due to FEMA temporary living unit evacuation requirements.

K. Down Payment Assistance Activity - Construction Process

Once an Applicant has been deemed eligible for the down payment assistance activity, he/she shall close on the loan and proceed with the following steps:

1. The Contractor will apply for and obtain all building permit(s) in the Applicant's name for construction of the residence. Once the building permit is obtained the City will provide the HRS with a copy of the building permit and all subcontractors' permits for the project, a full set of Plans and Specifications for the unit the Applicant is receiving and a recorded "Notice of Commencement" for the dwelling.
2. A Pre-Construction conference will be held between the Applicants, the City and the HRS to review the project in detail.
3. Prior to closing, the City will provide evidence of executed loan agreements with all other agencies that are providing financing for the construction of the dwelling unit.
4. The following documents will be executed simultaneously: An Agreement between the City and the Applicant which allows the City to provide down payment assistance to the Applicant in the form of a zero interest DPL. The DPL will be used to buy down the cost of the primary mortgage and eligible down payment and closing cost. An Agreement executed between the Applicant and the City stating that the Applicant will live in and agree not to sell the relocation property for the duration of the DPL, is required. The DPL process is described in more detail in the Housing Finance section of this document.

L. Down Payment Assistance Activity - Size of Units

Size of units shall be based upon the following criteria concerning the current permanent Applicant of the existing dwelling (per 24CFR:982.401)

1. No more than two (2) person of the same sex may occupy the same bedroom.
2. Two (2) persons of the opposite sex may not occupy the same bedroom (excluding husband and wife and very young children).
3. Only the husband, wife, dependent children (including those who are mentally and/or physically handicapped), and family members sixty-two (62) years of age or older and currently residing in the household will be counted in calculating family size and the minimum number of bedrooms and square footage allowance.

M. Down Payment Assistance Activity - Down Payment Allowances

The approved Applicant of a CDBG/DRI Down Payment Assistance Activity will be eligible for the following Disaster Recovery Initiative Program housing payment assistance maximum amounts, subject to Application review by the HRS and PA, and subject to financial need on a case by case basis to meet down payment needs and keep the primary mortgage reasonable and within current HUD guidelines for maximum monthly rent/mortgage cost for the household income of the Applicant:

Family Size	Up to 80% AMI
1	$20,000.00
2	$25,000.00
3	$30,000.00
4	$35,000.00
5	$40,000.00
6	$40,000.00
7	$40,000.00
8	$40,000.00

The HRS and PA will review each Applicant's case and discuss with the primary lender and Applicant the limitations of the program. The HRS will determine the amount of assistance needed for down payment, closing and buy down of the primary note for each Applicant's household size and income range. The HRS will recommend the amount to the PA and City in the best interest of the program. If more funds are needed than allowed to make the Applicant feasible to receive purchase assistance, other housing purchase assistance funds must be obtained to meet HUD mortgage costs limits, or the Applicant will be rejected as infeasible due to income limitations and the inability to keep the primary note within the HUD guidelines (usually no more than thirty percent (30%) of gross income for mortgage, insurance, taxes and other mortgage costs combined, but whatever is current at the time of Application review will be used as a guide).

This Housing Assistance Plan and its Operational Procedures is adopted this **_____ day of _____, 2020**

_____

David Dyess, City Manager

APPENDIX A — DEFINITIONS

ADA - Americans with Disabilities Act—Provides federal civil rights protection to individuals who are physically or mentally disabled. The ADA prohibits discrimination against the disabled in employment, public services, public accommodations, and telecommunications. Entities that are covered by the ADA must make reasonable accommodation which involves adapting programs, facilities, or workplaces to allow disabled individuals to participate in the program of services. (HUD's Access to Housing for Persons with Disabilities, (202) 708-3287).

Affordability Period - The time period for which rent restrictions or resale restrictions apply to housing that has been assisted by government funding.

Affordable Housing - Housing is considered to be affordable if monthly housing cost does not exceed a certain percentage of a family's monthly income. The acceptable percentage is thirty (30) percent of a family's adjusted gross monthly income.

Annual (Gross) Income - Total income (earned, unearned and asset income) anticipated to be received by all persons who currently reside or intend to reside in a program assisted-unit for the coming twelve (12) month period. When determining whether a household is income eligible, local governments, participating jurisdictions and project owners must use one of the following three (3) definitions of annual income: (1) annual income as defined at 24 CFR section 5.609 (except when determining the income of a homeowner for an owner-occupied rehabilitation project, the value of the homeowner's primary residence may be excluded from the calculation of net family assets); or (2) annual income as reported under the Census long-form for the most recent available decennial Census; or (3) adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual federal annual income tax purposes.

Assets - Cash or non-cash item that can be converted to cash. Under most federally and state funded housing programs, the income from an asset, either actual or imputed, is included in a family's total household income.

Blighted structure: a structure that has substantial deterioration in which conditions are leading to economic distress or endangerment of life, the sub-recipient jurisdiction agrees by ordinance that the structure is blighted, and one or more of the following factors are present:
1. Unsanitary or unsafe conditions.
2. Deterioration of site or other improvement; or
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

CATF: The Citizen's Advisory Task Force which the State's sub-recipient must create in order to provide public participation and comply with citizen participation requirements.

CDBG - Community Development Block Grant - The U.S. Department of Housing and Urban Development (HUD) administers two CDBG programs. Under the CDBG Entitlement Program, HUD provides funds directly to urban counties and metropolitan cities based on a population- based formula. The CDBG Small Cities Program, administered by FDEO, Bureau of Community Development, awards grants on a competitive basis to non-entitlement counties, cities, and towns in Florida.

Closing - The final procedure in a real estate sale, in which property ownership is transferred in exchange for an agreed upon payment.

FDEO – Florida Department of Economic Opportunity –DEO fulfills three major roles in developing and implementing policy in the State of Florida which are: housing and community development, emergency management, and resource planning and management. DEO's activities are accomplished through the following: providing technical assistance; planning projects; administering grant programs; reviewing plans, programs and developments; intergovernmental coordination; and, fostering public/private partnerships.

Deed - A legal instrument that transfers property ownership from one party to another.

Deferred Payment Loan - Funds provided to a borrower under terms that calls for repayment to be delayed for a certain length of time, until certain circumstances change, or a certain threshold is met. In housing programs, deferred payment loans are often used as an affordability mechanism. In home ownership programs the loans often become due when the assisted family sells the home. Under rental programs the loans often become due if the affordability requirements are breached. In most housing programs these loans have an interest rate of zero percent; in some communities interest does accrue.

Demographic Data - Information about the characteristics of human populations, including size, income, age, wealth, race, ethnicity, gender, housing conditions, etc.

Eligible Household - An individual, family or group of individuals living together as a unit, determined to be of very low income (30%-50% of AMI), low-income (50%-not to exceed 80% of AMI) for participation in the Small Cities CDBG and DRI programs.

Fair Housing Act - The Fair Housing Act makes it illegal to deny housing, refuse to rent, sell, or negotiate, or offer different terms and considerations because of race, color, religion, sex, national origin, handicap, or familial status. If you suspect violation of the Fair Housing Act or want more information, you may contact the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, 451 7th Street, SW, Washington, D.C. 20410-2000, 1-800-669-9777.

Household - Individual, family, or group of individuals living together in a unit.

HUD - U.S. Department of Housing and Urban Development - The department within the federal government that is mandated by Congress to create conditions for every family to have decent and affordable housing, to ensure equal housing opportunities for all, and to strengthen and enrich the nation's communities. Offices are located at the national and state levels. HUD Locator for general information: (202) 708-1422; Affordable housing information center: (800) 998-9999. The State Coordinators' Office (serves South Florida): Brickell Plaza Federal Building, 909 SE First Avenue, Room 500, Miami, Florida 33131-3028; phone: (305) 536-5678; fax: (305) 536:5765; website: http://www.hud.gov/local/fl/working/miamioffice.cfm. The Jacksonville office (serves North and Central Florida: 401 West Bay Street, Suite 1015, Jacksonville, Florida 32202; (904) 232-2627; fax: (904) 232-3759; web site: fl/working/jksoffice.cfm.

Lien - Recorded claim against a property whereby the property is security for a debt. Under certain circumstances, the holder of the lien is entitled to have the property sold to satisfy the debt. A lien is an encumbrance against the property.

Low-Income Person or Household - A person or household who's annual (gross) income does not exceed eighty percent (80%) of the Area Median Income, as determined by HUD, with adjustments for smaller and larger families.

Median Income - A determination made through statistical methods establishing a middle point for determining income limits. Median is the amount that divides the distribution into two equal groups: one group having income above the median and the other group having income below the median.

Mortgage - A temporary and conditional pledge of property to a creditor as security for the repayment of a debt. The borrower (mortgagor) retains possession and use of the property.

Reconstruction - Rebuilding of a structure, usually on the same foundation as the existing housing which will be demolished.

Rehabilitation - The alteration, improvement or modification of an existing structure.

Section 504 - Section of the Handicapped Accessibility/Architectural Barriers Act that Requires all public buildings to be designed, constructed, or renovated to provide access for physically handicapped persons.

Very Low-Low-Income Person or Household - A person or household who's annual (gross) income does not exceed fifty percent (50%) of the area median income, as determined by HUD, with adjustments for smaller and larger families.

APPENDIX A — RESOURCES

Income Verification Resources:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/calculator/requirements/verifying

Link to HUD and HOME Sample Income Verification and Contract documents:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/library/forms

HUD income limits; (Listed from 2000 to 2013)
http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/

Section 3 and W/MBE Resources:

www.hud.gov/section3.-Contains:

Section 3 Statute—12 U.S.C. 1701u
Section 3 Regulation—24 CFR Part 135
Frequently Asked Questions
Section 3 Model Programs
Downloadable Forms

State of Florida W/MBE directory:
https://vendorstrator.dms.myflorida.com/directory

Davis Bacon Resources:

HUD Handbook 1344.1, Federal Labor Standards Compliance in Housing and Community Development Programs

Making Davis-Bacon Work: A Practical Guide for States, Indian Tribes and Local Agencies

A Contractor's Guide to Prevailing Wage Requirements

Fair Housing Link:

www.hud.gov/fairhousing

City of Stuart
Community Development Block Grant Program (CDBG)
2019 Housing Rehabilitation (HR) Application

Second Public Hearing

August 10, 2020

The City of Stuart 2019 CDBG-HR Project Process to date



1. First Public Hearing – May 26, 2020 public hearing recommends development of a housing application, and if a suitable business partner is found, an economic development application
2. Housing application drafted
3. Second Public Hearing – August 10, 2020 review the draft application, allow public input and consider resolution to authorize signatures and leverage afterwards

City of Stuart CDBG-HR Benefit and Score



Housing Rehabilitation – Benefit and Scoring

a) Public Benefit Standards = Improve housing conditions for low and moderate income (LMI) persons

b) National Objective = Benefiting low- and moderate-income households and preventing or eliminating slums or blight (all units must be LMI)

c) Green Rehabilitation Standards

d) Must have CDBG compliant Housing Assistance Plan

e) Leverage of $50,000 Local funds for points

City of Stuart 2019 CDBG-HR Scope of Work



- The service area for the project will be the incorporated area of the City of Stuart
- Funds will be used to rehabilitate/repair/replace owner-occupied deteriorated homes of LMI families
- A minimum of 11 (LMI) housing units are proposed to be addressed of which no less than three (3) will be low income (LI) households and no less than two (2) will be classified as very low income (VLI) households

City of Stuart 2019 CDBG-HR Proposed Budget

Activity	CDBG	Leverage	Total
Housing Rehabilitation/ Demolition/ Replacement	$615,500	$50,000	$665,500
Temporary Relocation	$22,000	0	$22,000
Administration	$112,500	0	$112,500
Total	$750,000	$50,000	$800,000

City of Stuart 2019 CDBG-HR Project Timeline



1. August 19, 2020 FFY 2019 Cycle Opening
2. October 5, 2020 FFY 2019 Due Date
3. November – December 2020 Estimated Site Visit
4. January – February 2021 Estimated Awards
5. March – April 2021 Estimated Fully Executed Award
6. August – September 2021 Estimated Release of Funds
7. July - December - 2021 Estimated Intake Applications
8. January – December 2022 Estimated Bids and Rehabilitations

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 03-2020 CRA

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #1 TO THE FY 2020 CRA BUDGET TO TRANSFER FUNDS FROM THE CRA FUND BALANCE TO ALLOCATE FOR A MATCHING CONTRIBUTION IN THE AMOUNT OF $50,000 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM APPLICATION TO BENEFIT LOW- TO MODERATE- INCOME PERSONS FOR HOUSING REHABILITATION ACTIVITIES; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, that:

SECTION 1: The Community Redevelopment Agency of the City of Stuart hereby authorizes a FY 2020 budget transfer as follows:

FROM:	CRA FY 2020 Fund Balance – $50,000
TO:	CDBG Matching – $50,000

SECTION 2: This resolution shall take effect upon adoption.

Board Member CLARKE offered the foregoing resolution and moved its adoption. The motion was seconded by Board Member WALSON and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, CHAIRMAN	Y			
EULA R. CLARKE, VICE CHAIR	Y			
MERRITT MATHESON, BOARD MEMBER	Y			
REBECCA S. BRUNER, BOARD MEMBER	Y			
KELLI GLASS LEIGHTON, BOARD MEMBER	Y			
PETE WALSON, EX-OFFICIO BOARD MEMBER	Y			
NATHAN RITCHEY, EX-OFFICIO BOARD MEMBER			ABSENT	

ADOPTED this 26th day of May, 2020.

ATTEST:

Mary R. Kindel
Mary Kindel (Jun 19, 2020 08:57 EDT)
MARY R. KINDEL
CITY CLERK

Michael J Meier (Jun 17, 2020 10:39 EDT)
MICHAEL J. MEIER
MAYOR / CHAIRMAN

APPROVED AS TO FORM
AND CORRECTNESS:

Michael J. Mortell
MICHAEL MORTELL
CITY ATTORNEY

Official Seal of the City Clerk
CITY OF STUART · FLORIDA ·
INCORPORATED 1914
SAILFISH CAPITAL OF THE WORLD

Biden vows to fight inequalities with economic agenda

By Will Weissert and Bill Barrow
The Associated Press

WILMINGTON, Del. – Democratic presidential candidate Joe Biden promised Tuesday that his economic agenda would combat long-standing racial inequalities in U.S. society as he sought to draw another sharp contrast with President Donald Trump.

Biden said the Republican president is exacerbating social discord across the country, including by sending federal authorities into major cities under the pretense of addressing crime, and has little interest in addressing the racism that Biden said has been laid bare by the COVID-19 pandemic and an election-year reckoning with police violence against Black men.

"He's shown that he can't beat the pandemic and keep you safe," Biden said, speaking in a community center gymnasium in his hometown of Wilmington, Delaware. "He can't turn the economy around. He's determined to stoke division and chaos. It's not good for the country, but Donald Trump doesn't care. His campaign is failing and he's looking for a lifeline."

Biden countered with a litany of proposals to steer more federal money and tax credits to various small business and economic development programs for minority-owned firms and disadvantaged neighborhoods. Biden also said he'd encourage home ownership to help close wealth gaps among minority communities.

Many of his proposals – and the billions in federal spending needed to pay for it – had already been promised as part of previous, larger Biden plans to jump-start the economy when the coronavirus outbreak begins to recede. But as protests against institutional racism and police brutality have swept the country in recent months, the presumptive Democratic presidential nominee is attempting to show voters that he's committed to implementing specific remedies that can promote racial and economic equality should he win the White House in November.

It's also another way for Biden to lambaste Trump, who has spent weeks vowing to restore "law and order" and ordering federal authorities to intervene against ongoing protests in places like Portland, Oregon, and Chicago, while small businesses around the country continue to struggle or shut down under economic struggles from the coronavirus.

Biden accused Trump of distracting the country and trying to scare voters by dispatching federal authorities to cities. The former vice president said most demonstrators are "peaceful protesters" who aren't a threat to be met by federal power. "Arsonists and anarchists should be prosecuted," Biden said, but added that "local law enforcement can do that."

Still, Biden said "this election is not just about voting against Donald Trump. It's about rising to this moment of crisis, understanding people's struggle and building a future worthy of their courage and ambition to overcome."

And he said that means thinking about every policy debate in terms of structural inequalities.

The former vice president wants to take $30 billion, or 10% of federal investment he's already promised as part of larger economic plans, and funnel it into a "Small Business Opportunity Fund" designed to leverage $5 of private investment for minority owned enterprises for each $1 in public funds allocated. He also plans to spend $50 billion to provide startup capital that can help entrepreneurs of color start businesses in disadvantaged areas.

To encourage home ownership, the plan would create a $15,000 federal tax credit to help low-and middle-income families cover down payments on their first homes. It also pledges to build 1.5 million new homes and public housing units in hopes of addressing the affordable housing crisis that has hit many of the nation's marquee cities and disproportionately hurt people of color.

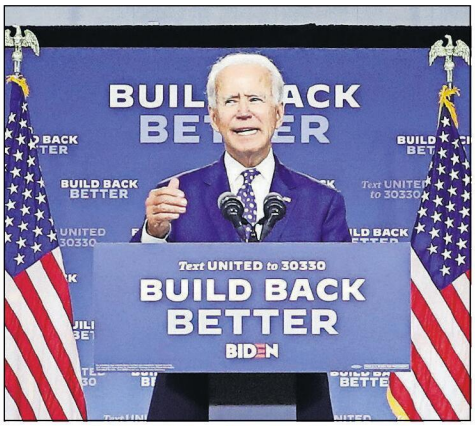
Biden also said the Federal Reserve's mission should be revised to specifically charge the central bank with addressing "persistent racial gaps" in economic opportunities and wealth, rather than a more general focus on maximum employment and stable pricing.

Biden similarly vowed to undo Trump administration regulatory changes that the Democratic presidential nominee says "gutted" Obama administration rules preventing housing discrimination and unfair lending practices.

Asked about the possibility of a congressional study on the feasibility of federal reparations to descendants of enslaved Black people in the United States, senior Biden officials said their candidate wouldn't oppose such a study. But they defended Tuesday's proposal as doing more to benefit Black Americans in the short term, saying, "He is not going to wait on a study to create change."

Biden's plan also doesn't endorse legalizing marijuana, though it seeks to clear logistical court hurdles so that states can better identify nonviolent offenders whose records they might opt to expunge. Black and Hispanic Americans often face far harsher penalties for crimes involving marijuana possession than their white counterparts.

The Democratic National Committee's convention platform committee voted by a wide margin on Monday to keep language calling for legalization of marijuana nationwide out of the party's platform.



Democratic presidential candidate former Vice President Joe Biden speaks at a campaign event Tuesday at the William "Hicks" Anderson Community Center in Wilmington, Del. [ANDREW HARNIK/THE ASSOCIATED PRESS]

EARN 7% INTEREST
SECURED 1ST LIEN MORTGAGES
Well established West Palm Beach Company re-lends with Investors. Interest paid monthly
Mortgage loans secured by residential and commercial real estate and borrower personal guarantees.
Call Jim Banford for more information 561.758.3504

City of Stuart, Florida
Community Development Block Grant (CDBG)
Second Public Hearing Notice

The City of Stuart plans to apply to the Florida Department of Economic Opportunity (DEO) for an FFY 2019 to receive funding, Housing Category Small Cities Community Development Block Grant (CDBG) of $750,000. The activities, dollar amounts and estimated percentage benefit to low-and moderate-income persons are as follows:

Activity No.	Activity Name HOUSING REHABILITATION CATEGORY ACTIVITIES	CDBG Funding	LMI Benefit	Local Leverage	Quantity
14A	Housing Rehabilitation Demolition/ Replacement	$613,500	100%	$50,000	11 Units
8R	Temporary Relocation	$37,000	100%	$0	11 Units
21A	Administration	$112,500	N/A	$0	N/A
	TOTAL PROJECT	$750,000	100%	$50,000	11 Units

The City will provide housing rehabilitation to serve approximately eleven (11) homes of low to moderate income households within the City of Stuart.

The City of Stuart does not expect that anyone will be displaced as a result of CDBG-funded activities. If any persons are displaced as a result of the planned activities, The City of Stuart will assist them as described in the City's Anti-Displacement and Relocation Policy, which is available for review at the Stuart City Hall located at 121 SW Flagler Avenue Stuart, Florida, 34994.

A public hearing to provide citizens an opportunity to comment on the application will be held at the City Hall located at 121 SW Flagler Avenue Stuart, FL 34994, on **Monday, August 10 at 5:30 p.m.** A draft copy of the application will be available for review in the City hall located at 121 SW Flagler Avenue Stuart, FL 34994, by noon on August 5, 2020. Persons wanting to submit written comments on the application should send them to Pinal Gandhi-Savdas, CRA Director, by e-mail at pgandhi@ci.stuart.fl.us or by mail at 121 SW Flagler Avenue Stuart, Florida, 34994. A final copy of the application will be made available for review during normal business hours at the Stuart City Hall no later than October 1, 2020. The application will be submitted to DEO on or before October 5, 2020. To obtain additional information concerning the application and the public hearing, contact Pinal Gandhi-Savdas, CRA Administrator, at 772-283-2332 or by e-mail at pgandhi@ci.stuart.fl.us.

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the City's ADA coordinator at (772) 288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Any non-English speaking person wishing to attend the public hearing should contact Pinal Gandhi-Savdas at 772-283-2332 at least five days prior to the hearing and an interpreter will be provided.

Due the COVID-19 pandemic: While the public is permitted to attend this meeting, you are encouraged to view and participate in the meeting via a link at City's web page, http://www.cityofstuart.us/. This meeting can be viewed online from the link. People wishing to comment may call into the meeting once the Mayor requests public comment on a phone number that will be provided. Written comment can also be submitted to the CRA Administrator at pgandhi@ci.stuart.fl.us.

AD-CCCC-ad-70940

The Palm Beach Post
Focused on WHAT MATTERS TO YOU
IN-DEPTH WEATHER COVERAGE

Kimberly Miller, The Post's weather reporter, gives you up-to-the-minute coverage on how local weather affects you.
► A pandemic meets hurricane season in Florida: Why being prepared matters
► Why Dorian won't be retired as a hurricane name this year
► It was a very dry March: Why crunchy grass and a low Lake O should worry you
Visit Kim's blog for daily updates:
palmbeachpost.com/weatherplus
Send Kim your weather tips, photos:
kmiller@pbpost.com | Twitter: @kmillerweather
The Palm Beach Post
REAL NEWS STARTS HERE

Poll: Global view of US leadership weak

By Khrysgiana Pineda
USA TODAY

For the third year in a row, Germany remains the top-rated global power, while the image of U.S., Chinese and Russian leadership stays consistently weak, according to a new Gallup poll.

The poll results released Monday measure global views of major powers and show worldwide approval of U.S. leadership continues to be "historically low." Globally, 33% approved of U.S. leadership, a slight increase from a previous low of 30% during the first year of Donald Trump's presidency.

"Global perceptions of the world's leading nations often reflect the relative soft power of each global actor. But as much as any leader would love to be admired, leaders often need to make decisions bound by principles of their nation's interest," Gallup said.

The world's view of the U.S. dropped 19 points in 2017, between President Barack Obama's last year in office and Trump's first year, the report said, and "the situation hasn't changed much since."

The 24% median approval rating is unchanged from 2018, the report said, citing that the president's "America first" rhetoric, particularly Trump's address to the U.N General Assembly, hasn't harmed or helped his ratings.

China and Russia continued to fall not far behind the U.S.: China's 32% approval rating fell two points below its 2018 results, whereas Russia's 30% rating remained unchanged.

Germany sat on top with 44% leadership approval ratings, bouncing back from the previous year's slump below 40%, the lowest the country's ratings had been in a decade. Despite the slight setback, Germany has remained the highest rated global power for three consecutive years, according to Gallup.

Julie Ray, Gallup managing editor for world news, said German Chancellor Angela Merkel's "stable leadership" has "earned global respect."

Gallup surveyed about 1,000 people in 135 countries and territories from March 2019 to February 2020, with a margin of error ranging from plus or minus 1.5 to 5.4 percentage points.

The coronavirus pandemic will likely affect how the world views leadership based on how they responded to the crisis, Gallup said.

"We don't know how ratings will look in 2020, but people will certainly have a lot to think about – including a global pandemic," Ray said. "It's pretty likely that people will have how each country responded to the pandemic in mind when they answer the questions again."

China, where COVID-19 originated, and the U.S. – which withdrew from the World Health Organization during the pandemic and leads the world in most coronavirus cases and deaths – face particular room for criticism among 2020 polls, the Gallup report forecasted.

"The image of U.S. leadership in particular could seriously suffer as the globe watches U.S. states and the federal government struggle to get infection rates under control," Gallup said.

The Palm Beach Post

Thank you for supporting real journalism in your community. With your help, we investigate and report the local news, bringing you stories you won't read anywhere else. In doing so, we strive to preserve the community's moments, milestones, and keep you informed on what's really going on.

CONTACT US
Newsroom
NEWS TIPS: 561-820-4401, breakingnews@pbpost.com
Editor: Nick Moschella, nmoschella@pbpost.com, 561-820-4441
Editor of the Editorial Page: Rick Christie, rchristie@pbpost.com, 561-820-4476
Senior Editor/News: Carolyn DiPaolo, cdipaolo@pbpost.com, 561-820-3704
Senior Editor/Digital: John Bisognano, jbisognano@pbpost.com, 561-820-4082
Sports Editor: Nick Pugliese, dpugliese@pbpost.com, 561-820-4572
Advertising
Main: 561-820-4300
Classified: 561-820-4343
Obituaries: 561-820-4376
08102020 CCM

BUY A PHOTO: To purchase an 8" x 10" color reprint of a published staff photo, call 561-820-4554
SUBSCRIPTIONS, HOME DELIVERY, DIGITAL OR BILLING QUESTIONS
Online/digital: www.palmbeachpost.com/customer-care/
Email: subscribe@pbpost.com
Call: 561-820-4663
CUSTOMER SERVICE HOURS
Monday-Friday: 6:30 a.m. to 4 p.m., **Saturday:** 7:30 a.m. to 11:30 a.m., **Sunday:** 7 a.m. to Noon, **Holidays:** 7:30 a.m. to 11:30 a.m.

The Palm Beach Post (ISSN 1528-5758) is a Gannett newspaper published daily at 2751 S. Dixie Highway, West Palm Beach, FL 33405-1233. Periodicals postage paid at West Palm Beach.
POSTMASTER: Send address changes to Palm Beach Post, 2751 S. Dixie Highway, West Palm Beach, FL 33405-1233.

THE POST'S SUBSCRIPTION RATES
Type of subscription
1 month ..... Annual
Daily & Sunday all-inclusive (7 days Print+Digital)
$94.99 plus tax ..... $1,139.88 plus tax
Sunday Print+Daily Digital (Print+Daily Digital)
$49.99 plus tax ..... $599.88 plus Tax
7-day digital only
$19.99 ..... $239.88 plus Tax

ABOUT SUBSCRIPTIONS
The advertised price does not include additional charge of up to $9.00 for each premium edition. Premium editions are published to provide additional information and value. Rather than bill you up to $9.00 for each premium edition, you agree that the length of your subscription will be shortened in proportion to the value of the number of premium editions published and delivered to you during your subscription period. The timing of the publication and delivery of premium editions is variable. There will be no more than two premium editions published each month during the subscription term. Subscription types other than 7-day will receive: President's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day. Dates and prices are subject to change without notice. All subscriptions include 7-day digital access. Call 800-926-POST and press 2, or visit www.PalmBeachPost.com/register.

© Gannett Co., Inc. 2020. All Rights Reserved

GANNETT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/10/2020 **Prepared by:** Kev Freeman

Title of Item:

AMENDMENT TO THE LAND DEVELOPMENT CODE - PUD AMENITY CRITERIA (RC):

ORDINANCE No. 2446-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.07.00.J. ENTITLED "PUD AMENITY CRITERIA" TO CHAPTER II ENTITLED "ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY" TO ADD A METHODOLOGY FOR ATTRIBUTING QUALIFYING AMENITY CRITERIA IN RESPECT OF CONSIDERATION OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

In order to allow the quantification of the benefits provided through a Planned Unit Development (PUD) application process staff are proposing the incorporation of a PUD amenity criteria table.

The table provides a 'menu' of optional but measurable items that applicants may use to meet a minimum level of public benefit. The draft amenity criteria table is attached to this item.

The item was presented to the Local Planning Agency (LPA) on July, 16th 2020. The item was approved unanimously. Comments from the LPA have been incorporated where appropriate.

Funding Source:

N/A

Recommended Action:

Motion to approve ordnance 2446-2020 at first reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A. Ord 2446-2020 PUD Amenity Criteria	7/31/2020	Ordinance add to Y drive
🗋	B. Staff Powerpoint	7/31/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2446-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.07.00.J ENTITLED "PUD AMENITY CRITERIA" TO CHAPTER II ENTITLED "ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY" TO ADD A METHODOLOGY FOR ATTRIBUTING QUALIFYING AMENITY CRITERIA IN RESPECT OF CONSIDERATION OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES..

* * * * *

WHEREAS, the purpose of this Land Development Code amendment is to support the Goals, Objectives and Policies of the City's Comprehensive Plan; and

WHEREAS, the purpose of this Land Development Code amendment is to establish a methodology for measuring and establishing a minimum level of public benefit delivered by Planned Unit Development; and

WHEREAS, the Land Planning Agency reviewed the proposed amendments to the Land Development Code at a public hearing on July 16th, 2020; and

WHEREAS, the City Commission duly scheduled, advertised, and held a public hearing on _____, to consider this ordinance and provide for full public participation in the Land Development Code amendment process.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, that:

SECTION 1: The Stuart Land Development Code is hereby amended as follows:

Chapter II – ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY

*****

2.07.00. - DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD)

*****

J. PUD Amenity Criteria. All applications for new PUDs submitted [after date of adoption date of this Ordinance], shall provide at least one amenity or combination of amenities that total at least 7 points from the public amenity option table below. An applicant may petition for credit for an amenity not included in the public amenity option table that is not otherwise required.

PUD Amenity Option Table		
Maximum Points	Amenity	Standards
5	Attainable Housing units	If additional density is requested, then provide attainable housing. The three options of attainability are: • 5 percent of units within the development are rented or sold at a cost that is attainable with incomes within or less than the City's defined Very Low-Income category. • 7 percent of units within development are rented or sold at a cost that is attainable with incomes within or less than the City's defined Low-Income category. • 10 percent of units within development are rented or sold at a cost that is attainable with incomes within or less than the City's defined

		Workforce Income category.
5	Job Creation	Create at minimum 5 new jobs, new jobs are those which are not existing jobs or those that are relocated from an existing use within the City
4	Emergency Generator	Provide for the installation and operation of an emergency generator not otherwise required by code that is sufficient to maintain a minimum level of operation at a location within the development during an emergency.
4	Green Roof	Installation of an integrated green roof system that covers a minimum of 50 percent of the total roof area proposed for the development.
4	Public open space	Contiguous ground level outdoor open space that is greater than 10% of the amount of open space required by code. The space shall incorporate the opportunity for members of the public to interact with the natural habitat using walkways, benches, or other mechanisms.
4	Land Donation	A donation of land or property to the City that contributes to public infrastructure including, but not limited to, sidewalks, parks, multi-modal infrastructure, conservation and preserve areas.
3	Utilization of a renewable energy source	Use of a photovoltaic or solar thermal system for at least 50 percent of the annual energy demand in new and existing buildings. The applicant must demonstrate that the quantity of energy generated by the renewable energy system meets the required percentage through a whole building energy simulation.
3	Community Garden	Permanent and viable growing space in the form of a garden, which provides fencing, watering systems, soil, secured storage spaces for tools, solar access, and pedestrian access as applicable. The facility shall be designed to be architecturally compatible with the development to minimize the visibility of mechanical equipment.
3	Public recreation area	An active, safe, and secure outdoor recreation area open and visible to the public that includes equipment or natural features suitable for recreational use.
3	Public plaza	Plazas shall be open to the public during daylight hours and provide opportunities for the public to interact with the space using outdoor

		furniture, art, or other mechanisms.
3	Public Eco Art	The art shall be maintained in good order for the life of the principal structure. The art shall be located where it is highly visible to the public. (in addition to any required CRA art contribution).
3	Creation or preservation of significant/historic architecture	Creation, preservation, rehabilitation, or restoration of historic buildings or significant architectural features as a part of the development.
2	Enhanced bicycle and pedestrian facilities	Eligible facilities may include a combination of the following: wayfinding signs, shaded walkway and other amenities that increase the convenience and encourage the use of public walkways and bikeways beyond what is otherwise required.
2	Enhanced Multi modal bus facilities	Eligible facilities may include the following: transit shelter and seating area and other amenities that increase the convenience and encourage the use of public transportation systems beyond what is otherwise required.
2	Electric Vehicle Charging	Install a minimum of two level 2 electric vehicle (EV) charging stations accessible to residents, visitors and/or employees.
1	Water feature publicly usable	A water feature, including but not limited to, a reflecting pond, a children's play feature, or a fountain located where it is highly visible and accessible to the public.
1	Shared vehicle or bicycle facilities	Accommodation for shared vehicles or shared bicycles on site. The shared service provider must be committed in writing to the use of the space in order to be eligible

SECTION 2: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The provision of Sections 1 of this ordinance shall be codified.

SECTION 5: This ordinance shall take effect upon adoption

Passed on first reading the ____ day of _____, 2020.

Commissioner _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
VACANT, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2020.

ATTEST:

_____ _____

MARY R. KINDEL MICHAEL J. MEIER

CITY CLERK MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

MICHAEL J. MORTELL

CITY ATTORNEY

Stuart City Commission
August 10th, 2020

Land Development Code Amendment
Ordinance 2448-2020

Planned Unit Development Amenity Options

Ordinance 2448-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.07.00.J ENTITLED "PUD AMENITY CRITERIA" TO CHAPTER II ENTITLED "ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY" TO ADD A METHODOLOGY FOR ATTRIBUTING QUALIFYING AMENITY CRITERIA IN RESPECT OF CONSIDERATION OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Criteria

Points	Amenity	Standards
5	Attainable Housing units	If additional density is requested, then provide attainable housing. The three options of attainability are: • 5 percent of units within the development are rented or sold at a cost that is attainable with incomes within or less than the City's defined Very Low-Income category. • 7 percent of units within development are rented or sold at a cost that is attainable with incomes within or less than the City's defined Low-Income category. • 10 percent of units within development are rented or sold at a cost that is attainable with incomes within or less than the City's defined Workforce Income category.
5	Job Creation	Create at minimum 5 new jobs, new jobs are those which are not existing jobs or those that are relocated from an existing use within the City

Criteria

Points	Amenity	Standards
4	Emergency Generator	Provide for the installation and operation of an emergency generator not otherwise required by code that is sufficient to maintain a minimum level of operation at a location within the development during an emergency.
4	Green Roof	Installation of an integrated green roof system that covers a minimum of 50 percent of the total roof area proposed for the development.
4	Public Outdoor Open Space	Contiguous ground level outdoor open space that is greater than 10% of the amount of open space required by code. The space shall incorporate the opportunity for members of the public to interact with the natural habitat using walkways, benches, or other mechanisms.
4	Land Donation	A donation of land or property to the City that contributes to public infrastructure including, but not limited to, sidewalks, parks, multi-modal infrastructure, conservation and preserve areas.

Criteria

Points	Amenity	Standards
3	Utilization of a renewable energy source	Use of a photovoltaic or solar thermal system for at least 50 percent of the annual energy demand in new and existing buildings. The applicant must demonstrate that the quantity of energy generated by the renewable energy system meets the required percentage through a whole building energy simulation.
3	Community Garden	Permanent and viable growing space in the form of a garden, which provides fencing, watering systems, soil, secured storage spaces for tools, solar access, and pedestrian access as applicable. The facility shall be designed to be architecturally compatible with the development to minimize the visibility of mechanical equipment.
3	Public recreation area	An active, safe, and secure outdoor recreation area open and visible to the public that includes equipment or natural features suitable for recreational use.

Criteria

Points	Amenity	Standards
3	Public plaza	Plazas shall be open to the public during daylight hours and provide opportunities for the public to interact with the space using outdoor furniture, art, or other mechanisms.
3	Public Eco Art	The art shall be maintained in good order for the life of the principal structure. The art shall be located where it is highly visible to the public. (in addition to any required CRA art contribution).
3	Creation or preservation of significant/historic architecture	Creation, preservation, rehabilitation, or restoration of historic buildings or significant architectural features as a part of the development.
2	Enhanced bicycle and pedestrian facilities	Eligible facilities may include a combination of the following: wayfinding signs, shaded walkway and other amenities that increase the convenience and encourage the use of public walkways and bikeways beyond what is otherwise required.

Criteria

Points	Amenity	Standards
2	Enhanced Multi modal bus facilities	Eligible facilities may include the following: transit shelter and seating area and other amenities that increase the convenience and encourage the use of public transportation systems beyond what is otherwise required.
2	Electric Vehicle Charging	Install a minimum of two level 2 electric vehicle (EV) charging stations accessible to residents, visitors and/or employees.
1	Water feature publicly usable	A water feature, including but not limited to, a reflecting pond, a children's play feature, or a fountain located where it is highly visible and accessible to the public.
1	Shared vehicle or bicycle facilities	Accommodation for shared vehicles or shared bicycles on site. The shared service provider must be committed in writing to the use of the space in order to be eligible.

Discussion & Recommendation

Staff recommend approval at First Reading.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/10/2020 **Prepared by:** Kev Freeman

Title of Item:

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2448-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.06.22. OF THE LAND DEVELOPMENT CODE ENTITLED "EV CHARGING INFRASTRUCTURE" OF CHAPTER II ENTITLED "ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY" IN RESPECT OF STANDARDS FOR THE PROVISION OF ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE IN NEW COMMERCIAL DEVELOPMENT GREATER THAN 5,000 SQUARE FEET AND NEW RESIDENTIAL DEVELOPMENTS GREATER THAN 50 DWELLING UNITS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The lack of readily available opportunities to charge Electric Vehicles (EV)'s is frequently cited by potential EV buyers and is one of the primary barriers to market adoption of EVs. Consumers need to feel confident that they can re-fuel EVs as easily as they can do with gasoline-powered vehicles.

In general this EV program is intended to:

- Benefit City residents.
- Help to overcome barriers to adoption of EV use.
- Reduce the emission of Greenhouse gases.
- Contribute to the progression of advanced mobility.

City of Stuart Comprehensive Plan
Objective 17. - [Greenhouse gas emission reduction.]
The City shall pursue and support transportation systems (e.g. high-speed rail, express buses, high-occupancy vehicles, bikeways) that reduce air quality degradation and help conserve energy.

The proposed Code amendment uses the following definitions based on best practice recommendations:

Electric Vehicle (EV): Any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries, and produces zero tailpipe emissions or pollution when stationary or operating.

Electric Vehicle Charging Station (EVCS): A parking space that is equipped to allow an EV to re-charge.

Electric Vehicle Charging Infrastructure (EVCI): Equipment provided to support future electric vehicle charging. This shall include, but not be limited to; the design of electrical panels and service equipment to support the additional electrical demand, the panel capacity to support additional feeder / branch circuits, the installation of raceways, both underground and surface mounted, to support the electrical vehicle supply equipment.

Electric Vehicle Charging Rate (EVCR): The rate at which an electric vehicle is charged:
Level-1 is considered slow charging. Voltage including the range up to 120v.
Level-2 is considered medium charging. Voltage is greater than 120v and includes 240v.
Level-3 is considered fast or rapid charging. Voltage is greater than 240v.

It is proposed that a minimum EVCI parking space requirement shall be required for all new commercial development over 5,000 square feet and all new residential development greater than 50 dwelling units.

This ordinance was reviewed by the Local Planning Agency at their July 16th, 2020 meeting. The LPA approved the item unanimously. Comments from the LPA have been taken into account and where appropriate incorporated into the ordinance.

Funding Source:

N/A

Recommended Action:

Move to Approve ordinance # 2448-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A. Ordinance 2448-2020 EV Charging Infrastructure	7/31/2020	Ordinance add to Y drive
🗋	B. EV Best practice Guide	6/30/2020	Backup Material
🗋	C. EVCS Guide	7/1/2020	Backup Material
🗋	D. Staff Presentation	7/31/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2448-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.06.22. OF THE LAND DEVELOPMENT CODE ENTITLED "EV CHARGING INFRASTRUCTURE" OF CHAPTER II ENTITLED "ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY" IN RESPECT OF STANDARDS FOR THE PROVISION OF ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE IN NEW COMMERCIAL DEVELOPMENT GREATER THAN 5,000 SQUARE FEET AND NEW RESIDENTIAL DEVELOPMENTS GREATER THAN 50 DWELLING UNITS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES..

* * * * *

WHEREAS, the purpose of this Land Development Code amendment is to support the objectives of the City's Comprehensive Plan; and

WHEREAS, the purpose of this Land Development Code amendment is to establish minimum criteria for provision of Electric Vehicle Charging Infrastructure (EVCI) in new commercial development greater than 5,000 sq.ft and new residential developments greater than 50 dwelling units; and

WHEREAS, the Land Planning Agency reviewed the proposed amendments to the Land Development Code at a public hearing on July 16th, 2020; and

WHEREAS, the City Commission duly scheduled, advertised, and held a public hearing on _____, to consider this ordinance and provide for full public participation in the Land Development Code amendment process.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, that:

SECTION 1: The Stuart Land Development Code is hereby amended as follows:

Chapter II – ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY

*****

2.07.00. - DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD)

*****

2.06.00. – SUPPLEMENTAL USE STANDARDS

*****

~~**Sec. 2.06.22. - Twelve-month moratorium on the placement of wireless communication facilities within public rights-of-way.**~~

~~Notwithstanding provisions elsewhere in this Code, effective September 29, 2016, there shall be a 12-month moratorium on the placement of wireless communication facilities within public rights-of-way within the city during which no permit(s), licenses or other development orders of any kind shall be issued for wireless communications facilities within public rights-of-way.~~

~~(Ord. No. 2335-2016, § 1, 11-28-2016)~~

~~**Sec. 2.06.23. - Twelve-month moratorium on uses allowed in each zoning district specifically regarding medical marijuana treatment centers, their consideration of use, desirable locations, and other development regulations.**~~

~~Notwithstanding provisions elsewhere in this Code, effective November 7, 2016, there shall be a 12-month moratorium on the placement of medical marijuana treatment centers and facilities with similar functions within the city during which no permit(s), licenses or other development orders of any kind shall be issued for medical marijuana treatment centers and facilities with similar functions.~~

Sec. 2.06.22. – EV Charging Infrastructure

A. *Definitions:*

Electric Vehicle (EV): A vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries, and which produces zero tailpipe emissions or pollution when stationary or operating.

Electric Vehicle Charging Station (EVCS): A parking space that is equipped to allow an EV to re-charge.

Electric Vehicle Charging Infrastructure (EVCI): Equipment provided to support future electric vehicle charging. This shall include, but not be limited to; the design of electrical panels and service equipment to support the additional electrical demand, the panel capacity to support additional feeder / branch circuits, the installation of raceways, both underground and surface mounted, to support the electrical vehicle supply equipment.

Electric Vehicle Charging Rate (EVCR): The rate at which an electric vehicle is charged:

1. Level-1 is considered slow charging. Voltage up to 120v.
2. Level-2 is considered medium charging. Voltage is greater than 120v and includes 240v.
3. Level-3 is considered fast or rapid charging. Voltage is greater than 240v.

B. *EV Charging Station (EVCS) requirement:* All new commercial development of gross floorspace greater than 5,000 sq.ft and all new residential development greater than 50 dwelling units are required to provide EVCI to accommodate the future installation of EVCS(s).
   a. A minimum of 2 or 10%, whichever is the greater, of the required non-EV parking spaces (excluding required ADA spaces) shall be EVCI equipped spaces.
   b. A minimum of 2 or 10%, whichever is the greater, of required EVCI equipped spaces shall be provided at a level 2 EVCR.
   c. At minimum one (1) required EVCI equipped space shall be ADA accessible and shall be installed and marked in compliance with the current version of the City of Stuart Guide for Accessible Electric Vehicle Charging Station (EVCS).

C. *Standards:* The EVCI shall be installed per the requirements of the current edition of the National Electrical Code.
   a. The EVCI shall include a raceway, which is continuous from the branch circuit / feeder panel location to the future EV parking space.
   b. The raceway shall be sized and installed per the National Electrical Code; however, in no case shall the EVCI raceway be less than 1" (one inch) in size. The EVCI raceway shall include a pull rope or line installed for future conductor installation, with the raceway sealed and labeled for future use.
   c. The electrical equipment room must have a dedicated space for the future installation of EVCI. This space shall be identified on all construction documents submitted for review, and the dedicated space shall not allow for violation of the National Electrical Code prescriptive requirements regulating working space clearances around equipment, or violation of the National Electrical Code prescriptive requirements governing the entrance to and egress from electrical equipment working space.

d. During construction of the electrical equipment room, all raceways installed for the EVCI shall terminate at the EV parking space.
e. Prior to the final electrical inspection approval, the space dedicated within the electrical equipment room for the future EVCI installation shall have the wall stenciled or marked legibly with the following text: "FUTURE ELECTRIC VEHICLE CHARGING EQUIPMENT AND PANELS".
f. The proposed placement and installation of EVCI or equipment shall not allow for any violation of the Americans with Disabilities Act of 1990.
g. The placement of EVCI shall not create a trip hazard or violation of the accessible path of travel when the cord is connected to an EV.

*****

SECTION 2: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The provision of Sections 1 of this ordinance shall be codified.

SECTION 5: This ordinance shall take effect upon adoption

Passed on first reading the ____ day of _____, 2020.

Commissioner _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
VACANT, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2020.

ATTEST:

_____ _____

MARY R. KINDEL MICHAEL J. MEIER

CITY CLERK MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

_____

MICHAEL J. MORTELL

CITY ATTORNEY

GREAT PLAINS INSTITUTE | Better Energy. Better World.

Summary of Best Practices in Electric Vehicle Ordinances

BY CLAIRE COOKE AND BRIAN ROSS

JUNE 2019



This ordinance guide was developed based upon funding from the Alliance for Sustainable Energy, LLC, Managing and Operating Contractor for the National Renewable Energy Laboratory for the US Department of Energy.

About the Great Plains Institute

A nonpartisan, national, nonprofit organization, the Great Plains Institute (GPI) is transforming the energy system to benefit the economy and environment. We combine a unique consensus-building approach, expert knowledge, research and analysis, and local action to find and implement lasting solutions. Learn more at www.betterenergy.org.

For more information on this ordinance summary, please contact Brian Ross, Senior Program Director at bross@gpisd.net.

Contents

Overview 4
Electric Vehicle Charging Stations as Permitted Land Uses 6
Electric Vehicle Make-Ready Standards 7
Electric Vehicle Supply Equipment Standards 9
Electric Vehicle Parking Space Design and Location 11
Required EV Parking Capacity & Minimum Parking Requirements 13
Electric Vehicle-Designed Parking Use Standards and Protections 17
Signage, Safety, and Other Standards 19
Definition of Terms 22

Overview

This document is a summary guide to electric vehicle (EV) and electric vehicle supply equipment (EVSE) ordinances in the US.[1] The guide is sorted into best practice categories and provides a summary of typical provisions used by cities for each category. Each category includes a table with key points and text examples from actual ordinances, as well as recommendations from model codes for that topic, drawn from one of several model ordinances, or ordinance guidance documents that have been developed to inform cities on developing EV-ready zoning standards.

This summary is provided as a reference to cities seeking to develop EV zoning standards or development regulations. The summary does not address building or electric codes, only zoning ordinance language and associated tools. The examples are not intended to constitute recommendations, but rather to show the breadth of choices made by communities across the nation to integrate EVSE into development regulation.

The ordinance language in the following tables are drawn from the zoning ordinances of the following cities. To see the full context of each example, click on the links below and use the search function within the ordinance document to find the relevant example.

- Atlanta, GA
- Auburn Hills, MI
- Chelan, WA
- Des Moines, IA
- Douglas County, WA
- Duluth, MN
- Golden Valley, MN
- Howard County, MD
- Indianapolis, IN
- Kansas City, MO
- Methuen, MA
- Middletown, CT
- Montgomery County, MD
- Mountlake Terrace, WA
- New Orleans, LA
- Saint Paul, MN
- Salt Lake City, UT
- St. Louis Park, MN

The inventory of adopted ordinances also included a scan of model zoning ordinances and ordinance guidance documents for how local governments can use their zoning codes to help electrify transportation.

[1] This is not a complete inventory but rather a representative sample of ordinances from cities throughout the United States.

The guides and model ordinances are listed below, with links, along with their region of origin:

- Europe: Electric Vehicle Charging Infrastructure: Guidelines for Cities
- Georgia: Model Municipal Ordinance (click on the first hyperlink in Section II, A)
- Iowa: Leading the Charge: City Codes and Electric Vehicles
- Midwest: Principles for EV-Ready Communities
- New Jersey: Alternative Fuel Vehicle Readiness: A Guidebook for Municipalities
- New York: Literature Review Summary: Electric Vehicle Supply Equipment Signage Guidance
- New York: Promoting Electric Vehicle Charging Station Installations
- Northeast/Mid-Atlantic: Creating EV-Ready Towns and Cities: A Guide to Planning and Policy Tools
- Santa Clara County, CA: Plug-in Electric Vehicle Best Practices Compendium
- Washington: Electric Vehicle Infrastructure: A Guide for Local Governments in Washington State
- Washington: Plug-In Electric Vehicle Readiness Plan

1. Electric Vehicle Charging Station as Permitted Land Uses

Information related to where EV charging stations (or specific types of EV stations) are permitted. Charging stations are likely to be an accessory use but may also be a principal use in some instances. Ordinances clarify where these land uses are permitted to streamline the installation of infrastructure that serves a public purpose.

Typical Ordinance Includes Specification:	**Language Example** City, State:	Text:
Treats different types of EVSE as different land uses and may distinguish between where different types of charging stations are allowed. • Charging station types are typically distinguished as different "levels" contingent on charging speed (see "definitions" p11-12). • Most often, levels 1 & 2 are allowed in all zones while level 3 stations are restricted to specific zoning districts. ○ May provide a table to delineate use permitted zoning districts for each station type. • May also allow for all three levels in all zoning districts.	Chelan, WA	"Level 1 and 2 electric vehicle charging stations are a permitted use in all zoning districts… Level 3 electric vehicle charging stations are a permitted use in the Warehouse and Industrial (WI), Highway Service Commercial (C-HS),…, zoning districts"
	Des Moines, IA	"Levels 1, 2, and 3 electric vehicle charging stations are allowed in all zoning designations."
May require a conditional or special use permit for charging stations in specific zones.	Auburn Hills, MI	"Installation shall be subject to permit approval administered by the Community Development Department."
	Chelan, WA	"Level 3 electric vehicle charging stations…require a conditional use permit in Downtown Mixed Use (DMU), Tourist Accommodation (T-A),…zoning districts."
May place restrictions on charging stations in the right of way.	New Orleans, LA	"No property or parcel may have more than one electric vehicle charger installed in the right-of-way adjacent to such property or parcel."
	Des Moines, IA	"Electric vehicle charging stations are not permitted within the city right-of-way"

EV Guide and Model Code Recommendations

Model Code Document Name:	
Iowa Clean Cities Coalition, Leading the Charge: City Codes and Electric Vehicles	**Recommendation:** "Define what types of EVSE are allowable by land use type." **Reasoning:** "By establishing compatible charging stations according to land use types, cities can eliminate confusion about what is and isn't allowable while also affirming the desirability of EVSE within the community…"

2. Electric Vehicle Make-Ready Standards

Requirements and standards for installing the infrastructure to support EVSE (also known as "make-ready"), other than the installation of the EVSE equipment itself. Make-ready standards are to prepare, at the time of construction, for future installation of chargers. Make-ready requirements capture savings by avoiding future costly retrofits to install chargers and have minimal impacts on the construction or renovation costs for the parking facility.

Typical Ordinance Includes Specification:	**Language Example** City, State:	Text:
May require or recommend the installation of appropriate electrical capacity and conduits to support future EVSE.	Howard County, MD	"For new occupancies subject to this section: at least 1 parking space for each 25 residential units shall feature energized outlets; and a residential unit with a garage, carport, or driveway shall feature appropriate electric vehicle supply equipment consisting of conductors, connectors,[…] so that an energized outlet may be added in the future."
	St. Louis Park, MN	"Multiple-Family Residential Land Uses: all new, expanded and reconstructed parking areas shall provide the electrical capacity necessary to accommodate the future hardwire installation of Level 2 EVCSs for a minimum of 10% of required parking spaces."
	St. Louis Park, MN	"Non-Residential Land Uses: all new, expanded and reconstructed parking areas shall provide the electrical capacity necessary to accommodate the future hardwire installation of Level 2 or DC

		EVCSs for a minimum of 10% of required parking spaces."
	Auburn Hills, MI	"In order to proactively plan for and accommodate the anticipated future growth in market demand for electric vehicles, it is strongly encouraged, but not required, that all new one-family and multiple-family homes with garages be constructed to provide a 220-240-volt / 40 amp outlet on a dedicated circuit and in close proximity to designated vehicle parking to accommodate the potential future hardwire installation of a Level-2 electric vehicle charging station."
	Auburn Hills, MI	"it is strongly encouraged, but not required, that all new and expanded non-residential development parking areas provide the electrical capacity necessary to accommodate the future hardwire installation of Level-2 electric vehicle charging stations. It is recommended that a typical parking lot (e.g., 1,000 or less parking spaces) have a minimum ratio of 2% of the total parking spaces be prepared for such stations."
May delineate zoning districts where EVSE is allowed.	Mountlake Terrace, WA	"Electric vehicle infrastructure shall be permitted in zoning districts of the city as identified in …"

EV Guide and Model Code Recommendations

Model Code Document Name:	
Model City Ordinance Relating to Electric Vehicle (EV) Charging Infrastructure	**Recommendation:** "Require that [the] main electrical switchgear be installed with sufficient space and capacity to support 20% of EV spaces at 208/240V and 40A per space, with a dedicated branch circuit and overcurrent protection device, per space." **Reasoning:** "Retrofitting parking structures can be 91%+ more expensive than outfitting garages during the initial construction phase." **Recommendation:** "Require that all parking spaces in a parking structure be made "EV-Capable" i.e. conduit be

installed throughout the structure and subpanels sized to accommodate 60A or 40A breakers for each."

Reasoning: "[if] at least 20% of stalls are "EV-Ready" … the total electrical capacity is able to be shared among the remaining 80% of EV parking stalls using load sharing technology. However, this is only possible if the electrical conduit (trunk line) and subpanels are preinstalled throughout the parking garage to allow Level-2 Charging Equipment to be connected in the future."

3. Electric Vehicle Supply Equipment Standards

Minimum standards or required design of charging equipment or charging station infrastructure. These standards are often combined with minimum requirements for EV charging installations (see best practice #5).

Typical Ordinance Includes Specification:	**Language Example** City, State:	Text:
May require that EVSE meet standards found in the National Electric Code.	Atlanta, GA	"Installation of EVSE shall meet National Electric Code article 625…"
Often specifies that EVSE must be mounted. • May specify on what EVSE should be mounted. • Often specify at what height EVSE should be mounted. • Often specify that EVSE should be installed so as not to be a tripping hazard. • May require a retraction device or place to mount cords. • May specify that cords should not cross walkways.	Montgomery County, MD	"Battery charging station outlets and connector devices shall be no less than 36 inches and no higher than 48 inches from the surface where mounted."
	Chelan, WA	"Equipment mounted on pedestals, lighting posts, bollards, or other devices for on-street charging station shall be designed and located as to not impede pedestrian travel or create trip hazards within the right-of-way"
	New Orleans, LA	"Cords shall be retractable or have a place to hang the connector and cord sufficiently above the pedestrian surface. Any cords connecting the charger to a vehicle shall be configured so that they do not cross a driveway, sidewalk, or passenger unloading area."
May specify other standards that EVSE should comply with.	St. Louis Park, MN	"EVCS pedestals shall be designed to minimize potential damage by accidents,

• May specify that EVSE be installed in compliance with a specific state code. • Often specify that EVSE be installed in compliance with the Americans with Disabilities Act.		vandalism and to be safe for use in inclement weather."
	St. Louis Park, MN	"Battery charging station outlets and connector devices shall be mounted to comply with state code and must comply with all relevant Americans with Disabilities Act (ADA) requirements."
May specify the distance of the charging station from the curb.	Mountlake Terrace, WA	"Charging station equipment…shall be a minimum of 24 inches clear from the face of the curb."
May specify under what circumstances a parking space must adhere to these standards.	Des Moines, IA	"Electric vehicle charging stations utilizing parking stalls located in parking lots, or parking garages shall comply with the following requirements…"
	Douglas County, WA	"Design criteria for electric vehicle charging stations or battery exchange stations within commercial, industrial and mixed-use zoning districts…"

EV Guide and Model Code Recommendations

Model Code Name:	
Iowa Clean Cities Coalition, Leading the Charge: City Codes and Electric Vehicles	**Recommendation:** Design criteria should be created for EVSE installations. **Reasoning:** "By articulating standards for EVSE design and installation, including setbacks and pedestal height for freestanding units, a community can facilitate a smooth construction permitting process."

4. Electric Vehicle Parking Space Design and Location

Information related to EV parking space design and location. Design and location decisions will affect installation cost (length of conduit from electric source) and use (location of the space relative to the building).

Typical Ordinance Includes Specification:	**Language Example** City, State:	Text:
May specify parking space size.	Atlanta, GA	"The installation of an EVSE should not reduce the electric vehicle charging station's length to below the size and standards required under section 16-28.014"
	Methuen, MA	"Where provided, spaces should be standard size parking stalls but designed in a way that will discourage non-electric car vehicles from using them."
	Montgomery County, MD	"The minimum width for a parking space for charging electric vehicles is 9 feet."
May specify the location of parking spaces on a street or within a parking lot.	Atlanta, GA	"Criteria for electric vehicle parking and charging on private streets…For the purpose of reducing cable management issues and placing the…charging station closer to crosswalks and curb ramps, such charging stations shall be installed to use the last space on a block face in the direction of travel."
	Methuen, MA	"Parking spaces for electric vehicles must not be located in the most convenient spots because this will encourage use by non-electric vehicles."
	Salt Lake City, UT	"The electric vehicle parking space shall be located in the same lot as the principal use."
	St. Louis Park, MN	"The EVCSs shall be located in desirable and convenient parking locations that will serve as an incentive for the use of electric vehicles."
	St. Louis Park, MN	"General Requirements for Single-Family Residential Zoning Districts…EVSE shall be located in a garage, or on the exterior wall

		of the home or garage adjacent to a parking space."
May provide specifications about parking space and location fit.	Methuen, MA	"Design should be appropriate to the location and use. Facilities should be able to be readily identified by electric cars users but blend into the surrounding landscape/architecture for compatibility with the character and use of the site."
May require the parking space to have features that protect charging equipment.	Chelan, WA	"Equipment shall be protected by wheel stops or concrete filled bollards."
	Montgomery County, MD	"Adequate battery charging station protection, such as concrete-filled steel bollards shall be used. Curbing may be used in lieu of bollards, if the battery charging station is setback a minimum of 24 inches from the face of the curb."
May simply specify an entity with the authority to create standards for EV charging stations.	Des Moines, IA	"The city manager or designee is authorized to develop and maintain standards for the design and construction of electric vehicle charging stations."

EV Guide and Model Code Recommendations

Model Code Document Name:	
Plug-in Electric Vehicle Best Practices Compendium (County of Santa Clara, CA)	**Recommendation:** Information be given concerning "Parking configurations, including guidance on whether it is preferable to locate chargers in perpendicular, parallel, or angled parking spaces, and on the location of wheel stops, guard posts and signage."

5. Required EV Parking Capacity & Minimum Parking Requirements

Information on minimum EV parking standards and on how EV charging spaces/parking spots are accounted for as part of minimum parking space requirements (parking minimums already in place in the ordinance). Cities requiring EV parking minimums are capturing the public value in this infrastructure, like non-EV parking minimums, and to landscaping, stormwater management, accessibility, and other design elements that are routine elements of parking standards.

<table>
<tr><th>Typical Ordinance Includes

Specification:</th><th colspan="2">Language Example

City, State: Text:</th></tr>
<tr><td rowspan="3">Often recommends or requires that a proportion of parking spaces be EV charging stations, designated for EV parking, or be EVSE ready.
These are often specified as a percent or a ratio.
May also be based on land uses such as the number of residential units in a development.
May be based on land use type.
May limit the number of chargers that can be installed in the right-of-way.
May include incentives for higher level charging stations through variations in space requirements.</td><td>Montgomery County, MD</td><td>“The minimum number of electric vehicle charging stations required is 1 electric vehicle charging station per 50 parking spaces.”</td></tr>
<tr><td>Howard County, MD</td><td>“For new occupancies subject to this section: at least 1 parking space for each 25 residential units shall feature energized outlets.”</td></tr>
<tr><td>Mountlake Terrace, WA</td><td>“The first column in Table 1 shows the type of land use for which electric vehicle charging stations shall be provided, pursuant to this section. The second column shows the minimum percentage of the facility’s parking spaces that shall provide a connection to electric vehicle charging stations.”
<table>
<tr><th>Land Use Type</th><th>Percent Parking Spaces</th></tr>
<tr><td>Multi-household Res</td><td>10%</td></tr>
<tr><td>Lodging</td><td>3%</td></tr>
<tr><td>Retail, eating and drinking</td><td>1%</td></tr>
<tr><td>Office, medical</td><td>3%</td></tr>
<tr><td>Industrial</td><td>1%</td></tr>
<tr><td>Institutional, Municipal</td><td>3%</td></tr>
<tr><td>Recreation/Entertainment/Cultural</td><td>1%</td></tr>
<tr><td>Other</td><td>3%</td></tr>
</table></td></tr>
<tr><td>St. Louis Park, MN</td><td>“All new or reconstructed parking structures or lots with at least 50 parking spaces, or expanded parking structures or lots that result in a parking lot with 50 or more parking spaces, shall install EVSE as required below.

1. Multiple-family residential land uses shall have 10% of required parking as Level 1 stations for</td></tr>
</table>

<table>
<tr><td></td><td></td><td>resident parking, and one Level 2 station for guest parking. At least one handicapped accessible parking space shall have access to an EVCS.

2. Non-residential land uses with parking spaces available for use by the general public shall have at least 1% of required parking as Level 2 stations with a minimum of two spaces served by Level 2 charging, with at least one station adjacent to an accessible parking space. In non-residential zoned districts, DC charging stations may be installed to satisfy the EVCS requirements described above on a one-for-one basis.”</td></tr>
<tr><td></td><td>Indianapolis, IN</td><td>“Two electric vehicle charging stations shall be required for developments that provide 500 or more off-street parking spaces.”</td></tr>
<tr><td></td><td>Middletown, CT</td><td>“Any new development that requires 25 or more parking spaces, as calculated by Section 40.04 of these regulations, shall have a minimum of 1 charging space or 3% of the total number of spaces allocated to Electric Vehicles (EVs) (whichever is greater) and must have a Level 2 or 3 charging station/connection per EV parking space.”</td></tr>
<tr><td></td><td>Salt Lake City, UT</td><td>“The number of required minimum parking spaces is determined after applying any applicable reductions and exemptions. The number of required EV parking spaces shall be as follows:”

<table><tr><th>Required Minimum Number of Parking Spaces</th><th>Number of EV Parking Spaces</th></tr><tr><td>0 to 49</td><td>0</td></tr><tr><td>50 to 99</td><td>1</td></tr><tr><td>100+</td><td>2, plus 1 for each additional 100 stalls</td></tr></table></td></tr>
<tr><td></td><td>New Orleans, LA</td><td>“No property or parcel may have more than one (1) electric vehicle charger installed in the right-of-way adjacent to such property or parcel.”</td></tr>
</table>

	Salt Lake City, UT	"A reduction in the minimum number of required electric vehicle parking stalls may be reduced by 25% if a Level 2 station is installed or by 50% if a Fast Charge station is installed. For each additional Level 2 or Fast Charge station installed, the additional reduction will be based on the already reduced number."
May include EV parking space proportion requirements as part of optional financing or a flexible code. • May be part of a sustainability points system (Duluth, MN). • May be one of several required amenities to choose from as part of a Planned Unit Development (Golden Valley, MN). • May be tied to public funding or financial partnership by the city (Saint Paul, MN)	Duluth, MN	"A minimum of 2% of required automobile parking spaces are signed and reserved for hybrid/electric/low energy vehicles in preferred locations near the primary building entrance."
	Golden Valley, MN	(include) "An electric vehicle charging station accessible to residents, employees, and/or the public."
	Saint Paul, MN	*Work in Progress* In their city code under *Chapter 81. - Sustainable Building,* Saint Paul has an "Overlay" that is required for "construction projects receiving more than $200,000 in public assistance, as well as certain rehab projects." This overlay specifies different requirements including "Electric vehicle charging capability." However, specifications regarding this requirement are yet to be worked out. - City of Saint Paul Website - Sustainable Building Policy - Sustainable Building Policy Guidebook
May include flexibility on minimum requirements to reduce cost burden.	St. Louis Park, MN	"When the cost of installing EVSE required by this Chapter would exceed five percent of the total project cost, the property owner or applicant may request a reduction in the EVSE requirements and submit cost estimates for city consideration. When City Council approval of the project is not required, the Zoning Administrator may administratively approve a reduction the required amount of EVSE to limit the EVSE installation costs to not more than five percent of the total project cost."
	Middletown, CT	"Applicants may request a waiver or reduction of electric vehicle parking requirements from the

<table>
<tr><td></td><td></td><td>Planning and Zoning Commission during site plan approval.”</td></tr>
<tr><td rowspan="2">May require that a proportion of EV charging stations also be made accessible.</td><td>Chelan, WA</td><td>“Accessible vehicle charging stations shall be provided based on the following table:”
<table><tr><th>Number of EV Charging Stations</th><th>Min. Accessible EV Stations</th></tr><tr><td>3-50</td><td>1</td></tr><tr><td>51-100</td><td>2</td></tr></table></td></tr>
<tr><td>Montgomery County, MD</td><td>“A minimum of one accessible electric vehicle charging station is required in any parking facility that is required to have one electric vehicle parking space. For parking facilities required to have 51-75 electric vehicle parking spaces the number of accessible spaces will increase to two (2). Between 76 – 100 electric vehicle parking spaces increases to three (3) and each thereafter increment of 25 electric charging station shall increase by one additional accessible electric vehicle charging space.”</td></tr>
<tr><td rowspan="4">May count electric vehicle charging stations towards meeting existing minimum parking requirements for developments (despite being simultaneously restricted to EVs only).</td><td>Kansas City, MO</td><td>Electric vehicle charging stations may be counted toward satisfying minimum off-street parking space requirements.”</td></tr>
<tr><td>Methuen, MA</td><td>“An electric vehicle charging space may count for ½ of a space in the calculation for minimum parking spaces that are required…”</td></tr>
<tr><td>Indianapolis, IN</td><td>“For each electric vehicle charging station provided, the minimum number of required off-street parking spaces may be reduced by two. Each charging station counts toward the minimum number of required parking spaces.”</td></tr>
<tr><td>Chelan, WA</td><td>“Electric vehicle charging stations located within parking lots or garages may be included in the calculation of the minimum required parking spaces required pursuant to the Development Standards…”</td></tr>
<tr><td>Middletown, CT</td><td>“Requests for reduction of general parking spaces in exchange for additional EV parking: For any development that exceeds the minimum number of EVCs as required … The reduction of parking cannot be greater than 10% of the total amount of parking for the proposed development.”</td></tr>
</table>

EV Guide and Model Code Recommendations

Model Code Name:	
Action Items for EV-Ready Communities (NYSERDA Fact Sheet, Energetics)	**Recommendation:** Require "Set numerical or percentage-based goals … for EV infrastructure in new construction."
Creating EV-Ready Towns and Cities: A Guide to Planning and Policy Tools (NYSERDA, Transportation and Climate Initiative of the Northeast and Mid-Atlantic States, 2012)	**Recommendation:** Create an "incentive zoning [that] provides a bonus, such as in the form of additional floor area, in exchange for the provision of a public amenity or community improvements…In the case of EVSE, a developer incentive would be exchanged for EVSE pre-wiring or charging station installation."

6. Electric Vehicle-Designed Parking Use Standards and Protections

Information related to parking restrictions, protections, and penalties for EV-designated spaces. Restricting use of EV charging parking stalls to EVs protects the public benefit being provided, like limiting use of accessible parking stalls.

Typical Ordinance Includes Specification:	**Language Example** City, State:	Text:
May state restrictions on what type of vehicle may park in an EV charging station parking space. May specify the ramifications for parking unauthorized vehicles in EV charging spaces.	Atlanta, GA	"Each electric vehicle charging station and parking space for which any parking incentive was granted shall be reserved for use as an electric vehicle charging station or as electric reserved parking."
	Auburn Hills, MI	"A police agency or a governmental agency…may provide for the immediate removal of a vehicle…in any of the following circumstances…When a sign provides notice that a parking space is a publicly designated electric vehicle charging station, no person shall park or stand any non-electric vehicle in a designated electric vehicle charging station space. Further, no person shall park or stand an electric vehicle in a publicly designated electric vehicle charging station space when not electrically charging or parked beyond the days and hours designated on the regulatory signs posted."

	Chelan, WA	"Except when located in conjunction with single-family residences, electric vehicle charging stations shall be reserved for parking and charging of electric vehicles only."
	Kansas City, MO	"Public electric vehicle charging stations must be reserved for parking and charging electric vehicles only. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that apply to any other vehicle."

EV Guide and Model Code Recommendations

Model Code Name:	
Alternative Fuel Vehicle Readiness: A Guidebook for Municipalities (North Jersey Transportation Planning Authority, 2017)	**Recommendation:** Municipalities should create enforcement policies for EV parking and charging stations that "specify towing of vehicles in violation of the restriction or impose a fine." **Reasoning:** "It is important to define how restrictions and time limits will be enforced. Without an enforcement policy, there is no incentive to follow the restrictions."

7. Signage, Safety, and Other Standards

Information related to signage, road markings, notifications, lighting, usage fees, and maintenance. Signage helps all drivers understand appropriate use of this new form of parking infrastructure, and other standards similarly attempt to protect or enhance the public value of the infrastructure and minimize risks.

Typical Ordinance Includes Specification:	**Language Example** City, State:	Text:
Often includes signage and road marking requirements. • May include photo examples of signage.	Atlanta, GA	"Way finding signs, if installed, shall be placed to effectively guide the motorists to the electric vehicle parking space and/or charging station. Private regulatory signage shall be placed in a manner that shall not interfere with any parking space, drive lane or exit."
	Douglas County, WA	"Each electric vehicle charging station shall be posted with signage indicating the space is only for electric vehicle charging purposes."
Often includes lighting requirements.	St. Louis Park, MN	"Site lighting shall be provided where an electric vehicle charging station is installed, unless charging is for daytime purposes only."
	Chelan, WA	"Lighting. Adequate site lighting shall be provided, which shall also comply with Chapter 17.62…"
Often includes information about charging usage fees.	Kansas City, MO	"Property owners are not restricted from collecting a service fee for the use of an electric vehicle charging station."
Often includes information about general operations and maintenance.	Atlanta, GA	"Electric vehicle charging stations and parking spaces for which any parking incentive was granted shall be operational at all times. When an electrical vehicle parking station is not operational for 14 consecutive days, it shall be considered to have been removed from service. The failure to maintain the number of electric vehicle charging stations and parking spaces shall be cause to require the

		installation of the number of parking spaces required by the district regulations."
	Model Code – Electric Vehicle Infrastructure. Guide for Local Governments (Washington State)	"Charging station equipment shall be maintained in all respects, including the functioning of the charging equipment. A phone number or other contact information shall be provided on the charging station equipment for reporting when the equipment is not functioning, or other problems are encountered."
	St. Louis Park, MN	"The EVCS must be operational during the normal business hours of the use(s) that it serves. EVCS may be de-energized or otherwise restricted after normal business hours of the use(s) it serves."
Often includes requirements for contact information for instances where a charging station is damaged or out of order.	Atlanta, GA	"A phone number or other contact information shall be provided when the station is not functioning in a manner that allows electric vehicles to be charged."
	St. Louis Park, MN	"A phone number or other contact information shall be provided on the equipment for reporting problems with the equipment or access to it."
Often includes information about required notices.	Chelan, WA	"The following information shall be posted at all electric vehicle charging stations: 1. Voltage and amperage levels; 2. Hour of operations if time limits or tow-away provisions are to be enforced by the property owner; 3. Usage fees; 4. Safety information; 5. Contact information for reporting when the equipment is not operating or other problems."
May include time limits and hours of operation.	Mountlake Terrace, WA	"Time limits may be placed on the number of hours that an electric vehicle is allowed to charge, prohibiting indefinite charging /parking. If applicable, warnings shall be posted to alert charging station users about

		hours of use and possible actions affecting electric vehicle charging stations that are not being used according to posted rules."
	St. Louis Park, MN	"The EVCS must be operational during the normal business hours of the use(s) that it serves. EVCS may be de-energized or otherwise restricted after normal business hours of the use(s) it serves."
May include information on landscaping requirements.	Atlanta, GA	"Minimum landscaping requirements for surface electric vehicle parking and charging station lots…(a) All parking shall be terminated with a landscape strip a minimum width of five feet and equal to the length of the parking bay. (b) All required landscaped areas shall be planted with evergreen groundcover or shrubs with a maximum mature height of 30 inches…"

EV Guide and Model Code Recommendations

Model Code Document Name:	
Plug-in Electric Vehicle Best Practices Compendium (Santa Clara County)	**Recommendation:** "Local governments should …consider reducing EVSE permitting costs … by waiving or subsidizing the fees to residents and/or businesses."
Action Items For EV-Ready Communities (NYSERDA)	**Recommendation: "**Simplify and streamline permit processes."
Literature Review Summary: Electric Vehicle Supply Equipment Signage Guidance. (NYSERDA, Energetics, 2013)	**Recommendation:** All sign types should be considered when writing an EV ordinance. "There are three different types of signage applicable to EVSE: General Service or Guidance Signs, Regulatory or Enforceable Signs, and Special or Information/Trailblazer Signs."

8. Definition of Terms

Defining terms is a best practice for any ordinance, particularly when ordinance users and staff may be unfamiliar with the specifics of the land use and the policies being implemented via the ordinance requirements. Several EV or EVSE terms used in or pertinent to an EV-ready ordinance are defined below. Not all terms are used by each city. Terms used in an ordinance should be pertinent to the specific language and regulations found in each city's ordinance.

Typical Ordinance Includes Term:	**Language Example** City, State:	 Text:
Accessible electric vehicle charging station	Auburn Hills, MI	"an electric vehicle charging station where the battery charging station is located within accessible reach of a barrier-free access aisle and the electric vehicle."
Battery charging station	St. Louis Park, MN	"an electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles."
Battery Electric Vehicle	Electric Vehicle Infrastructure: Guide for Local Governments (Washington State)	"any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries, and produces zero tailpipe emissions or pollution when stationary or operating."
Battery exchange station	Des Moines, IA	"a fully automated facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds any standards, codes, and regulations set forth by chapter …"
Charging Levels • Level 1 • Level 2 • Level 3	Auburn Hills, MI	"the standardized indicators of electrical force or voltage, at which an electric vehicle's battery is recharged. The terms 1,2, and 3 are the most common charging levels, and include the following specifications:

*This is in some instances paired with the definition for *electric vehicle charging station**		1. Level-1 is considered slow charging. Voltage including the range from 0 through 120. 2. Level-2 is considered medium charging. Voltage is greater than 120 and includes 240. 3. Level-3 is considered fast or rapid charging. Voltage is greater than 240. ”
	Chelan, WA	“Level 1 is considered slow charging and operates on a fifteen to twenty amp breaker on a one hundred twenty volt AC circuit. Level 2 is considered medium charging and operated on a forty to one hundred amp breaker on a two hundred eight or two hundred forty volt AC circuit. Level 3 is considered fast or rapid charging and operated on a sixty amp or higher breaker on a four hundred eighty volt or higher three phase circuit with special grounding equipment. Level 3 stations can also be referred to as rapid charging stations that are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.”
	Des Moines, IA	“the standardized indicators of electrical force, or voltage, at which an electric vehicle's battery is recharged. The terms Level I, 2, and 3 are the most common EV charging levels, and include the following specifications: Level I is considered slow charging and operates on a 15 to 20 amp breaker on a 120 volt AC circuit. Level 2 is considered medium charging and operates on a 40 to 100 amp breaker on a 208 or 240 volt AC circuit. Level 3 is considered "fast" or "rapid" charging and typically operates on a 60 amp or higher breaker on a 480 volt or higher three phase circuit with special grounding equipment. Level 3 stations are primarily for commercial and public

		applications and are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles."
Electric capacity	St. Louis Park, MN	"at minimum: 1. Panel capacity to accommodate a dedicated branch circuit and service capacity to install a 208/240V outlet per charger; 2. Conduit from an electric panel to future EVCS location(s)."
Electric vehicle	Auburn Hills, MI	"any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. "Electric vehicle" includes: (1) a battery electric vehicle; (2) a plug-in hybrid electric vehicle"
	Des Moines, IA	"any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board for motive purpose. "Electric vehicle" includes: (a) A battery electric vehicle; (b) A plug-in hybrid electric vehicle; (c) A neighborhood electric vehicle; (d) A medium-speed electric vehicle.
	Howard County, MD	"a vehicle that uses electricity for propulsion."
Electric vehicle, plug-in hybrid	Kansas City, MO	"an electric vehicle that (1) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; (2) charges its battery primarily by connecting to the grid or other off-board electrical source: (3) may additionally be able to sustain battery charge using an on-board internal

		combustion-driven generator; and (4) has the ability to travel powered by electricity."
Electric vehicle charging station	Electric Vehicle Infrastructure: Guide for Local Governments (Washington State)	"a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle. An electric vehicle charging station equipped with Level 1 or Level 2 charging equipment is permitted outright as an accessory use to any principal use."
	Des Moines, IA	"a public or private parking space that is served by battery charging station equipment for the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle."
Electric vehicle charging station – private restricted use	Auburn Hills, MI	"an electric vehicle charging station that is (1) privately owned and restricted access (e.g., single-family home, executive parking, designated employee parking) or (2) publicly owned and restricted (e.g., fleet parking with no access to the general public)."
	Kansas City, MO	"an EV charging station that is not available for use by the general public. Examples include electric vehicle charging stations that serve residential homeowners or renters, executive parking areas, designated employee parking areas and fleet parking areas."
Electric vehicle charging station – public use	Auburn Hills, MI	"an electric vehicle charging station that is (1) publicly owned and publicly available (e.g., Park & Ride parking, public library parking lot, on-street parking) or (2) privately owned and available to visitors of the use (e.g., shopping center parking)."
	Kansas City, MO	"an EV charging station that is accessible to and available for use by the public."

Electric vehicle supply equipment	St. Louis Park, MN	“any equipment or electrical component used in charging electric vehicles at a specific location. EVSE does not include equipment located on the electric vehicles themselves.”
Electric vehicle infrastructure	Kansas City, MO	“conduit/wiring, structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations and rapid charging stations.”
	Des Moines, IA	“structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.”
Electric vehicle parking space	Auburn Hills, MI	“any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.”
Energized outlet	Howard County, MD	“a connected point in an electrical wiring installation at which current is taken to charge an electric vehicle.”
Neighborhood electric vehicle	Mountlake Terrace, WA	“a self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than 25 miles per hour but not more than 35 miles per hour and other wise meets or exceeds the federal regulations…”
Non-electric vehicle	Auburn Hills, MI	“any motor vehicle that does not meet the definition of electric vehicle.”
Rapid charging station	Methuen, MA	“an industrial grade electrical outlet that allows for faster recharging of electric vehicle batteries through higher power levels…”

City of Stuart Guide for Accessible EVCS

This guide applies to Electric Vehicle Charging Stations (EVCS) that will be installed in parking lots and intended for use by the general public.



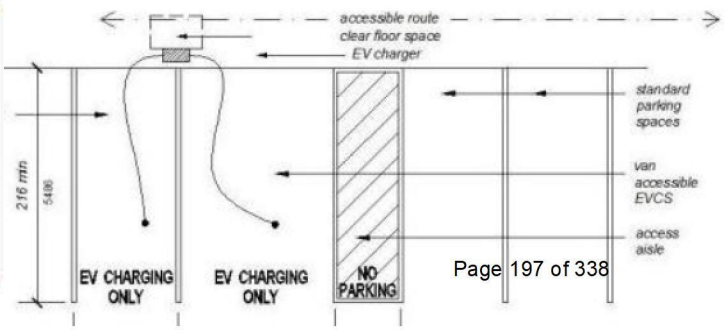
EV drivers with disabilities need to have access to EVCS, but the codes are still evolving. This guide is meant to comply with the intent of the Americans with Disabilities Act.

- The first station installed needs to be an accessible space.
- Twelve feet wide with a five-foot access aisle. Eighteen feet long
- It needs to be on an accessible route.
- This space doesn't have to be for the exclusive use of a disabled person if less than five stations are installed.
- It also doesn't have to comply with being the shortest route to the facility, but the route to the facility must be fully accessible. Defined as "continuous, unobstructed way of pedestrian passage" from the EVCS to the facility
- The access aisle can be shared with another accessible space.
- Access aisle need to be provided between the EVCS space and the EV Service Equipment.
- The equipment must comply with reach requirements, turning radius, etc..
- Consideration should be taken when locating stations so that cords do not block pedestrian paths or accessible routes when plugged into a vehicle
- One to four EVCS require one to be accessible, five to twenty-five EVCS require two to be accessible. One space dedicated to accessible EVCS only.

Accessible route illustration. EVCS signage Possible Layout with 2 charging heads







Stuart City Commission
August 10th, 2020

Land Development Code Amendment
Ordinance 2448-2020

Electric Vehicle (EV) Charging Infrastructure

Ordinance 2448-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.06.22. OF THE LAND DEVELOPMENT CODE ENTITLED "EV CHARGING INFRASTRUCTURE" OF CHAPTER II ENTITLED “ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY” IN RESPECT OF STANDARDS FOR THE PROVISION OF ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE IN NEW COMMERCIAL DEVELOPMENT GREATER THAN 5,000 SQUARE FEET AND NEW RESIDENTIAL DEVELOPMENTS GREATER THAN 50 DWELLING UNITS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Charging Rate

Electric Vehicle Charging Rate (EVCR): The rate at which an electric vehicle is charged:

1. Level-1 is considered slow charging. Voltage up to 120v.

2. Level-2 is considered medium charging. Voltage is greater than 120v and includes 240v.

3. Level-3 is considered fast or rapid charging. Voltage is greater than 240v.

EV Infrastructure Provision

All new commercial development greater than 15,000 sq.ft and all new residential development greater than 50 dwelling units are required to provide EVCI to accommodate the future installation of EVCS(s).

1. The ratio of EVCI equipped spaces to non-electrical vehicle parking spaces shall be 10% and will only apply to the total new non-ADA parking spaces.

2. A minimum of 10% of required EVCI equipped spaces shall be provided at a level 2 EVCR.

3. At minimum one (1) required EVCI equipped space shall be ADA accessible and shall be installed in compliance with the current version of the City of Stuart Guide for Accessible Electric Vehicle Charging Station (EVCS).

Calculation

EV Charging Station (EVCS) requirement:

For every 200 standard parking stalls provided on a site plan:

1. EVCI equipped spaces (10%) = 20 minimum

2. Level 2 EVCI equipped spaces (10% of total EVCI spaces) = 2 minimum

3. ADA accessible EVCI equipped space = 1 minimum

Calculation

	50 Residential Units	5,000 Commercial sq.ft
Parking Spaces Required	75 to 100	14 to 17
EVCI Equipped Spaces (10% or 2 minimum)	5 minimum	2 minimum
Level 2 ECVI Equipped Spaces (10% of ECVI or 2 minimum)	2 minimum	2 minimum
ADA Accessible ECVI Equipped Space (minimum 1 space)	1 minimum	1 minimum

Standards

The EVCI shall:

- Be installed to meet the National Electrical Code
- Include a correctly sized and labelled raceway to the future EV parking space.
- Have a dedicated space for the future installation of EVCI in the electrical equipment room
- Ensure that all raceways installed for the EVCI shall terminate at the EV parking space.
- Have the following sign: "FUTURE ELECTRIC VEHICLE CHARGING EQUIPMENT AND PANELS" in the electrical equipment room.
- Comply with the Americans with Disabilities Act of 1990.

Discussion & Recommendation

Staff recommend approval at First Reading.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/10/2020 **Prepared by:** Tom Reetz

Title of Item:

HARBOR GROVE APARTMENTS RPUD - FLUM AND RE-ZONING (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2436-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR TWO PARCELS EQUALING 13.93 ACRES, OWNED BY TED GLASRUD ASSOCIATES, FL, LLC, LOCATED ON THE WEST SIDE OF S.E. COMMERCE AVENUE, SOUTH OF S.E. INDIAN STREET, AND NORTH OF S.E. FISCHER STREET WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE AHS AT HARBOR GROVE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF THREE HUNDRED TWENTY FOUR (324) MULTI-FAMILY UNITS WITHIN NINE (9) INDIVIDUAL THREE-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City Commission unanimously approved the Harbor Grove RPUD project at first reading on June 8, 2020 to be transmitted to the Department of Economic Opportunity for its review. The review was completed under the expedited state review process and came back to the City with **no comments** concerning the proposed large scale land use amendment. The project will be finally rendered to the DEO following tonight's adoption by the City Commission. **See DEO response letter dated July 23, 2020**

In response to Mayor Meier's request to see a portion of the units rented out within 80 - 100 percent of the market rate, the developer has agreed to reserve 17 two bedroom units (5% of the total units rounded up) at the lower 80% of the Area Median Income ("AMI") for a 10 year period. **See Development Condition No.3 of Ordinance No. 2436-2020**

Ordinance 2436-2020 returns to the Commission on Second Reading.

Funding Source:

N/A

Recommended Action:

Motion to adopt Ordinance No. 2436-2020 at Second Reading

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A. DEO Response letter (no comments)	7/30/2020	Attachment
🗋	B1. Ordinance No.2436-2020	7/31/2020	Ordinance add to Y drive
🗋	B2. Ordinance 2436-2020 Exhibit D	5/29/2020	Ordinance add to Y drive
🗋	C. Staff Report by Tom Reetz	7/30/2020	Staff Report
🗋	D. Environmental Comments	3/9/2020	Backup Material
🗋	E. Traffic consultantReview	3/9/2020	Backup Material
🗋	F. Consultant Comments	3/9/2020	Backup Material
🗋	G. Staff Review - Residential PUD	3/11/2020	Backup Material
🗋	H. Staff Comp Plan review	3/11/2020	Backup Material
🗋	I. 5.21 LPA Meeting Minutes Draft	5/29/2020	Backup Material
🗋	J. Minutes CC 6.8.20	7/31/2020	Backup Material
🗋	K. Response to South Florida Comments	7/31/2020	Backup Material
🗋	L. Martin county water availability	7/31/2020	Backup Material

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Ken Lawson
EXECUTIVE DIRECTOR

July 23, 2020

RECEIVED
JUL 28 2020
CITY OF STUART-CITY MGR.

The Honorable Mike Meier
Mayor, City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

Dear Mayor Meier:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Stuart (Amendment No. 20-02ESR) received on July 2, 2020. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Wisnerson Benoit, Planning Analyst, by telephone at (850) 717-8524 or by email at wisnerson.benoit@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/wb

Enclosure(s): Procedures for Adoption

cc: Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council
Tom Reetz, Senior Planner, City of Stuart

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2436-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR TWO PARCELS EQUALING 13.93 ACRES, OWNED BY TED GLASRUD ASSOCIATES, FL, LLC, LOCATED ON THE WEST SIDE OF S.E. COMMERCE AVENUE, SOUTH OF S.E. INDIAN STREET, AND NORTH OF S.E. FISCHER STREET WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE AHS AT HARBOR GROVE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF THREE HUNDRED TWENTY FOUR (324) MULTI-FAMILY UNITS WITHIN NINE (9) INDIVIDUAL THREE-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by AHS Residential Services, LLC for

two contiguous parcels equaling 13.93 acres of land located on the west side of S.E. Commerce Avenue south of S.E. Indian Street and north of S.E. Fischer Street.

WHEREAS, the City of Stuart has determined the need to assign the future land use and a land development zoning district for said lands; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request to change land use and zoning designations, and has also considered the recommendation of the City staff.

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of the RPUD; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the RPUD development will be in harmony with surrounding properties and their anticipated development;

WHEREAS, the foregoing recitals are true and adopted as findings of fact and conclusions of law.

WHEREAS, the property is legally described in **"Exhibit A"** of this ordinance. A map depicting the property is attached hereto as **Exhibit "B"** and made a part hereof by reference; and development conditions including a timetable for development attached hereto as **Exhibit "C";**

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit "D"**, hereinafter the

"Development Documents", shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

a. **The Master Site Plan, Sheet SP-1, prepared by Lucido and Associates, Landscape Architects, dated 08.08.19 and last revised on 05.29.20.**
b. **Boundary and Topographic Survey, Sheet 1 of 1, prepared by Stephen Brown, Professional Surveyor and Mapper, dated 03.10.20.**
c. **The Landscape Plan Cover Sheet, The Landscape Plan, The Master Plant Schedule, Landscape Details, Landscape Specifications, Sheets CV, LA-1 thru LA-7, prepared by Lucido and Associates, dated 08.08.19 and last revised on 04.30.20.**
d. **Harbor Grove Fire Autoturn Fire Truck Access 1, Sheet EX-1 thru EX-3, prepared by Mathers Engineering Corporation, dated November, 2019.**
e. **Harbor Grove Conceptual Drainage and Fire Lines, Sheet 1 of 1, prepared by Mathers Engineering Corporation, dated November, 2019, last revised on January 30, 2020.**
f. **AHS at Harbor Grove Architectural Floor Plans and Elevations, Sheet A101, by Bellon BA Architects, dated 07.22.19**
g. **AHS Proposed Club House, Sheet A102, by Bellon BA, dated 11.06.19.**
h. **Photometrics Plan by Kome, (Originally for a project named Banyon Ridge with the same layout), dated 02.07.2019.**

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall be established as "Multi-Family Density Residential". This ordinance may not become effective until 31 days after adoption. If challenged within 30 days after adoption, this ordinance may not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining that the adopted large-scale land use amendment complies as defined in s. 163.3184(1)(b).

SECTION 4: The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as "RPUD" Residential Planned Unit Development subject to the appeal period stated in Section 2, above.

SECTION 5: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code.

SECTION 6: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 7: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 8: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 90 days from the date of this approval, failing which this ordinance shall

SECTION 9: This ordinance shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner. However, the Future Land Use and Zoning Designations granted herein shall not be effective until thirty-one (31) days after adoption, and as otherwise provided by law.

SECTION 10: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Passed on first reading the ____ day of _____, 2020.

Commissioner _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
VACANT, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____ _____

MARY R. KINDEL MICHAEL J. MEIER

CITY CLERK MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____

MICHAEL J. MORTELL

CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2020, by MICHAEL J. MEIER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN A RESIDENTIAL PLANNED UNIT DEVELOPMENT AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS RESIDENTIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

Owner: AHS at Harbor Grove, LLC

_____

Print Name: _____

By: _____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

EXHIBIT A – LEGAL DESCRIPTION

LEGAL DESCRIPTION

PARCEL 1:

A PORTION OF TRACTS 66, 67 & 68, OF REVISED PLAT OF PORT SEWALL LAND COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3 PAGE 7 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE PONT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF INDIAN STREET AND THE WEST RIGHT OF WAY LINE OF COMMERCE AVENUE AS SHOWN IN OFFICIAL RECORDS BOOK 959 PAGE 2139; THENCE S.66°47'40"W., ALONG THE NORTH LINE OF SAID TRACT 68 AND THE SOUTH RIGHT OF WAY LINE OF INDIAN STREET A DISTANCE OF 299.86 FEET TO THE NORTHWEST CORNER OF SAID TRACT 68; THENCE S.23°12'20"E., ALONG THE WEST LINE OF TRACT 68 A DISTANCE OF 724.91 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 68; THENCE N.66°47'40"E., ALONG THE SOUTH LINE OF SAID TRACTS 66, 67 & 68, A DISTANCE OF 622.90 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF COMMERCE AVENUE; THENCE N.37°16'10"W., ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 7.23 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 435.0 FEET AND A CENTRAL ANGLE OF 35°31'49"; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 269.75 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 515.0 FEET, AND A CENTRAL ANGLE OF 49° 31'44"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE AN ARC DISTANCE OF 445.19 FEET TO A POINT OF TANGENCY; THENCE N.23°16'15"W., ALONG SAID RIGHT OF WAY A DISTANCE OF 100.04 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 301,542.96 SQUARE FEET, 6.9225 ACRES, +/-.

(TOGETHER WITH)

PARCEL 2:

THAT PART OF TRACTS 103, 104 AND 105, SEWALL'S POINT LAND COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 7 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, LYING NORTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF SE FISCHER STREET AND SE COMMERCE AVENUE, THENCE SOUTH 66 DEGREES WEST 304.68 FEET, THENCE NORTH 23 DEGREES WEST 40 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTHWEST 206.37 FEET, THENCE NORTH 37 DEGREES WEST 149.84 FEET, THENCE SOUTH 66 DEGREES WEST 253.59 FEET, THENCE NORTH 23 DEGREES WEST 40 FEET AND THENCE SOUTH 66 DEGREES WEST 254.98 FEET TO THE WEST LINE OF LOT 103 AND THE POINT OF TERMINUS OF SAID LINE.

PARCEL CONTAINING 305,243.29 SQUARE FEET, 7.0074 ACRES, +/-.

TOTAL ACREAGE CONTAINING 606,786.25 SQUARE FEET, 13.9299 ACRES, +/-.

EXHIBIT B – LOCATION MAP

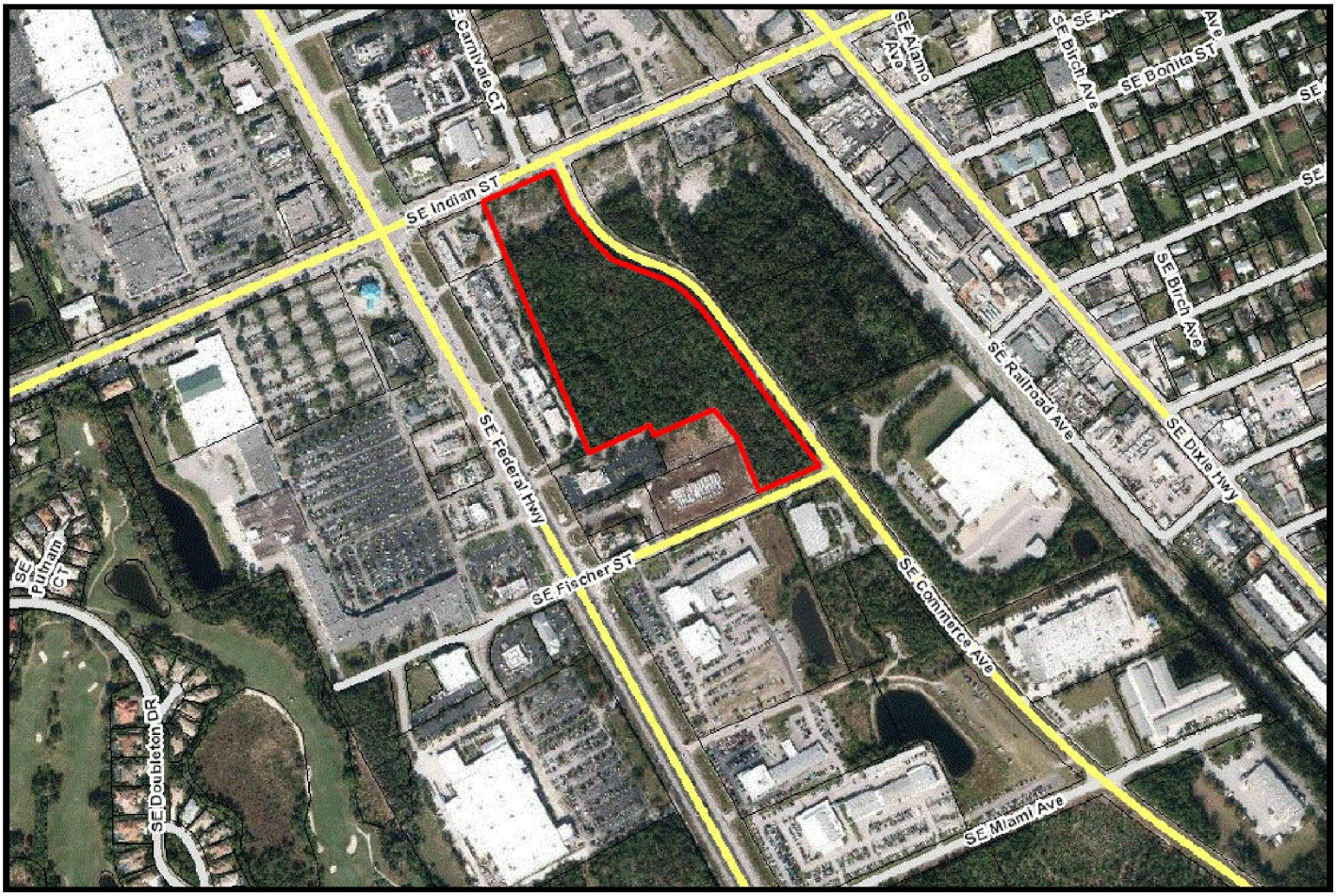


EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

1. The RPUD project and use thereof shall comply with the following drawings:

   a. **The Master Site Plan, Sheet SP-1, prepared by Lucido and Associates, Landscape Architects, dated 08.08.19 and last revised on 05.29.20.**
   b. **Boundary and Topographic Survey, Sheet 1 of 1, prepared by Stephen Brown, Professional Surveyor and Mapper, dated 03.10.20.**
   c. **The Landscape Plan Cover Sheet, The Landscape Plan, The Master Plant Schedule, Landscape Details, Landscape Specifications, Sheets CV, LA-1 thru LA-7, prepared by Lucido and Associates, dated 08.08.19 and last revised on 04.30.20.**
   d. **Harbor Grove Fire Autoturn Fire Truck Access 1, Sheet EX-1 thru EX-3, prepared by Mathers Engineering Corporation, dated November, 2019.**
   e. **Harbor Grove Conceptual Drainage and Fire Lines, Sheet 1 of 1, prepared by Mathers Engineering Corporation, dated November, 2019, last revised on January 30, 2020.**
   f. **AHS at Harbor Grove Architectural Floor Plans and Elevations, Sheet A101, by Bellon BA Architects, dated 07.22.19**
   g. **AHS Proposed Club House, Sheet A102, by Bellon BA, dated 11.06.19.**
   h. **Photometrics Plan by Kome, (Originally for a project named Banyon Ridge with the same layout), dated 02.07.2019.**

2. Any modifications to the Master RPUD Site Plan that is less than 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking spaces, drainage areas, impervious areas and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.

3. The developer has agreed that 17 (5% of the units rounded up) of the two-bedroom units will be rented at rates no greater than 80% of Area Median Income ("AMI") in Martin County (as such AMI may change from time to time) and based upon the annual Florida Housing Finance Corporation Family Rental Program schedule published annually by the Florida Housing Finance Corporation, and the balance of the units can be rented at market rates. The developer shall self-monitor compliance with the foregoing rental rate restriction and will provide the City with an annual occupancy report in the form of a Rent Roll for the Units. The City shall have the right, with prior notice to developer, to conduct an on-site inspection of the project to audit the tenant files. The foregoing restrictions shall be in effect for a period of ten (10) years from the issuance of the first certificate of occupancy for the improvements constructed on the property. Notwithstanding, in the event of a foreclosure sale or the transfer of ownership by deed in lieu of foreclosure by any institutional lender of any mortgage, deed of trust or other security instrument encumbering the Property this restriction shall be extinguished

4. The maximum building height within the RPUD shall be 3 stories or 31'-9" to the roof parapet roof. Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof.

5. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the RPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

6. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

Landscaping

7. The common areas including the projects clubhouse and pool area shall be provided with landscaping with an irrigation system of enough capacity to maintain the landscaping in a healthy growing condition.

8. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00.

9. A Landscape plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Open Space and Native Preserve Area

10. Open Space. Not less 5.64 acres of the RPUD shall be open space as depicted on the Site Plan by Lucido and Associates as described in Exhibit C. Required open space may include native vegetation areas, however, other required landscaping shall not count towards the open space requirement.

Tree Mitigation

11. The project shall comply with Section 5.05.02 of the "Tree replacement and protection requirements" of the City's Land Development Code. All required tree mitigation will be met on site.

Prior to Issuance of Site Permits

12. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

13. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

14. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.

15. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

16. Project phasing shall be shown on the site and construction plans and are subject to staff approval during plan review process. The first phase shall include work along the projects entrance, stormwater infrastructure and the clubhouse including vehicular gates.

17. The Developer shall install landscaping and gates at the development's entry location at as shown on the landscaping plan prior to the first certificate of occupancy for a residential unit. The entry gates shall be made operational prior to issuance of a certificate of occupancy.

18. The property owner shall provide easements for licensed television services that can coexist together with power in a public utility easement.

19. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

20. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

21. All utility improvements constructed by the developer within Martin County's right-of-way, shall be constructed in a manner and form acceptable to Martin County. The developer shall grant any such utility easements necessary for this site as may be required by the Martin County.

22. The project's storm water facilities, specifically the Native Planting schemes at the Retention areas will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins".

23. Temporary or freestanding storage units are prohibited on the property once construction is complete.

24. Site work including but not limited to land preparation, retention area excavation, clearing and grading, drainage and water, sewer and irrigation lines shall be reviewed and approved by the city's public works department and the city's engineering consultant prior to permitting.

Signage

25. All signs throughout the PUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development. The development's monument sign shall adhere to sign criteria found in Chapter 6 of the City's Land Development Code.

Future Amendments

26. Owner shall not subject the Property to any condominium conversion and neither shall any portion of the Property be converted to units for sale in connection with a condominium conversion nor shall the title to any such units be transferred to any party other than being held as a single parcel for the purposes of apartment rental.

Timetable for Development

27. Timetable for development shall be as follows:

Site and building permit application deemed sufficient for permit review under city codes and standards.	**August 1, 2022**
Final Certificate of Occupancy for all site and building improvements.	**August 1, 2024**

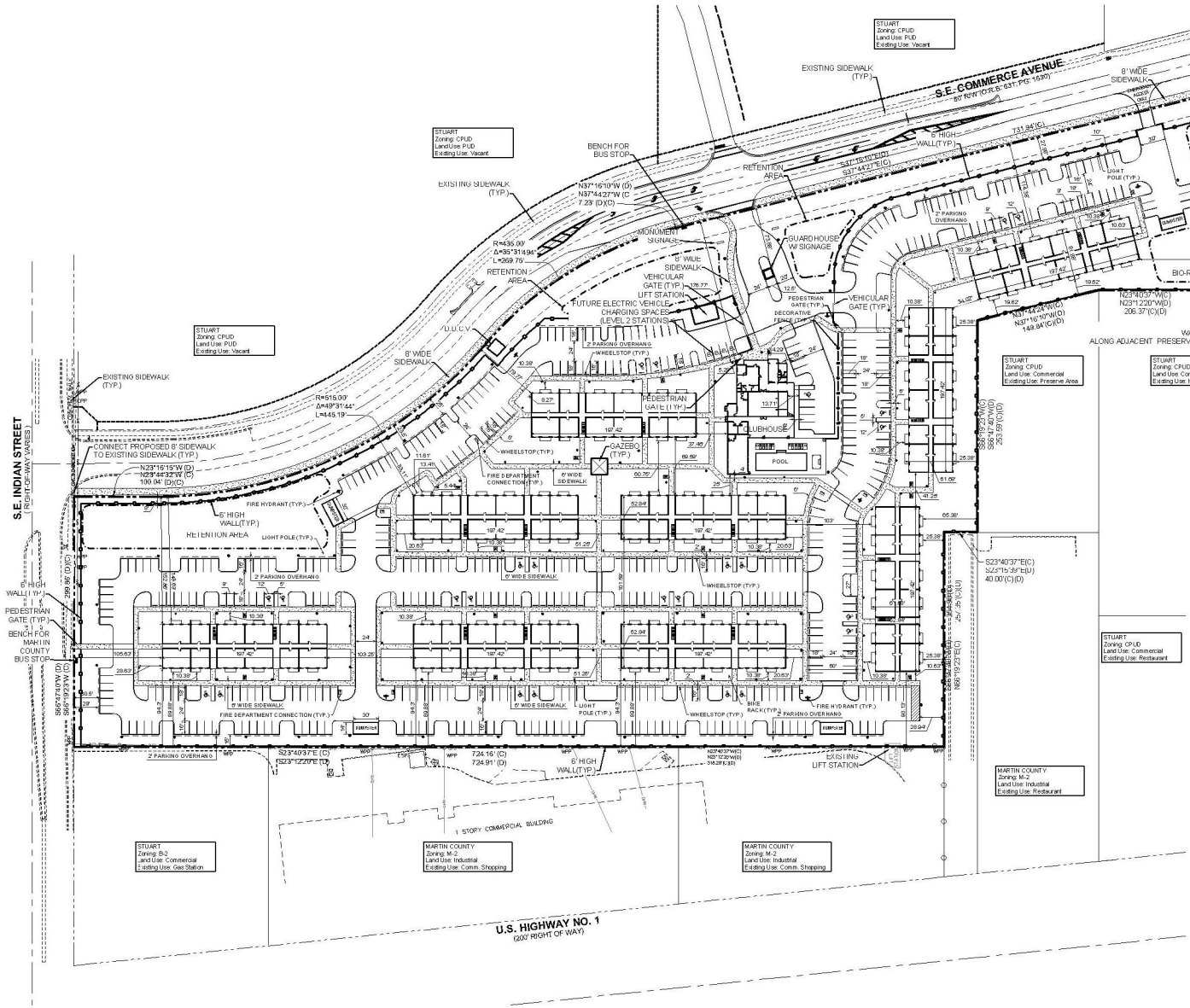
Allowable Uses

28. The following uses shall be permitted:

a. Multi-Family Residential

b. Home Occupations in accordance with the City's Land Development Code.

d. This residential facility shall not operate as an age restricted community in accordance with Florida Law.



Site Data:

Existing Future Land Use:	**Commercial**
Proposed Future Land Use:	**Multifamily**
Existing Zoning:	**CPUD**
Proposed Zoning:	**RPUD**
Existing Use:	**Vacant**
Proposed Use:	**Multifamily**
Total Units:	**324 Units**
Gross Density:	**23.26 DU/ac.**
Area (Total Site):	**606,786 sf 13.93 ac.**
Impervious Area:	339,681 sf 7.81 ac. (56.0%)
Buildings (Multi Family Buildings, Clubhouse and Guardhouse)	106,105 sf 2.46 ac.
Pavement (Vehicular Use Area):	185,705 sf 4.27 ac.
Pool & Deck:	4,093 sf 0.03 ac.
Sidewalks & Curbs:	42,338 sf 0.97 ac.
Pervious Area:	266,477 sf 6.12 ac. (44.0%)
Landscape Area:	217,407 sf 5.00 ac.
Retention Area:	49,070 sf 1.12 ac.

Open Space

Required Open Space: **4.18 ac.**

30% of Total Native Vegetation Area (13.93 ac x 0.30)

Provided Open Space: **5.64 ac.**

Offsite Mitigation Area: 2.68 ac.
Onsite Perimeter Landscape Area: 2.96 ac

Building Data:

Product Type:	**Multifamily**
Maximum Height:	**3 Stories - 35'**
Building Coverage:	**18%**

Parking Requirements:

Total Parking Spaces Required per PUD: 501 Spaces

Unit Mix:
One-Bedroom - 108 Units @ 1.5 Spaces Per Unit: 162 Spaces
Two-Bedroom - 216 Units @ 1.5 Spaces Per Unit: 324 Spaces
Clubhouse and Additional Guest Parking: 15 spaces

Total Parking Spaces Provided: **501 Spaces**

Standard Spaces: 482 Spaces
Accessible Spaces: 19 Spaces

General Notes:

- Refer to Landscape Plan for landscape details and specifications.
- A Certificate of Occupancy Phasing Plan will be provided with the site permit application.
- The applicant will request in writing, prior to any land clearing, that a field inspection be performed to determine if barricades have been properly installed on the site.
- All signs will be reviewed for compliance with the applicable regulations at the time the sign permit is issued.
- The property owner shall be required to provide adequate easements to ensure non-exclusive access to duly licensed cable television services to persons residing in this development. The easement shall specifically provide for the use by the franchised cable television system.
- The parking areas shown hereon are private and will be owned and maintained by the homeowners association.
- Water and sewer service shall be provided by Martin County Utilities.
- Photometric site lighting plans shall be provided to the City of Stuart for review and approval prior to site development permit approval.
- A Knox Box and Lock shall be installed on all gates.

lucido & associates
701 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-6220

Key / Location:



N.T.S.

Project Team:

Client & Property Owner:	AHS Residential LLC 12985 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Mathews Engineering Corporation 2461 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	EW Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 208 Stuart, Florida 34996
Architect:	Slattery & Associates 2060 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Master Site Plan

Date	By	Description
08.08.19	J.J.	Initial Submittal
11.25.19	S.L.S.	1st Resubmittal
02.05.20	S.L.S.	2nd Resubmittal
03.10.20	S.L.S.	3rd Resubmittal & LPA
04.30.20	S.L.S.	LPA Resubmittal
05.29.20	S.L.S.	SCC Set

NORTH

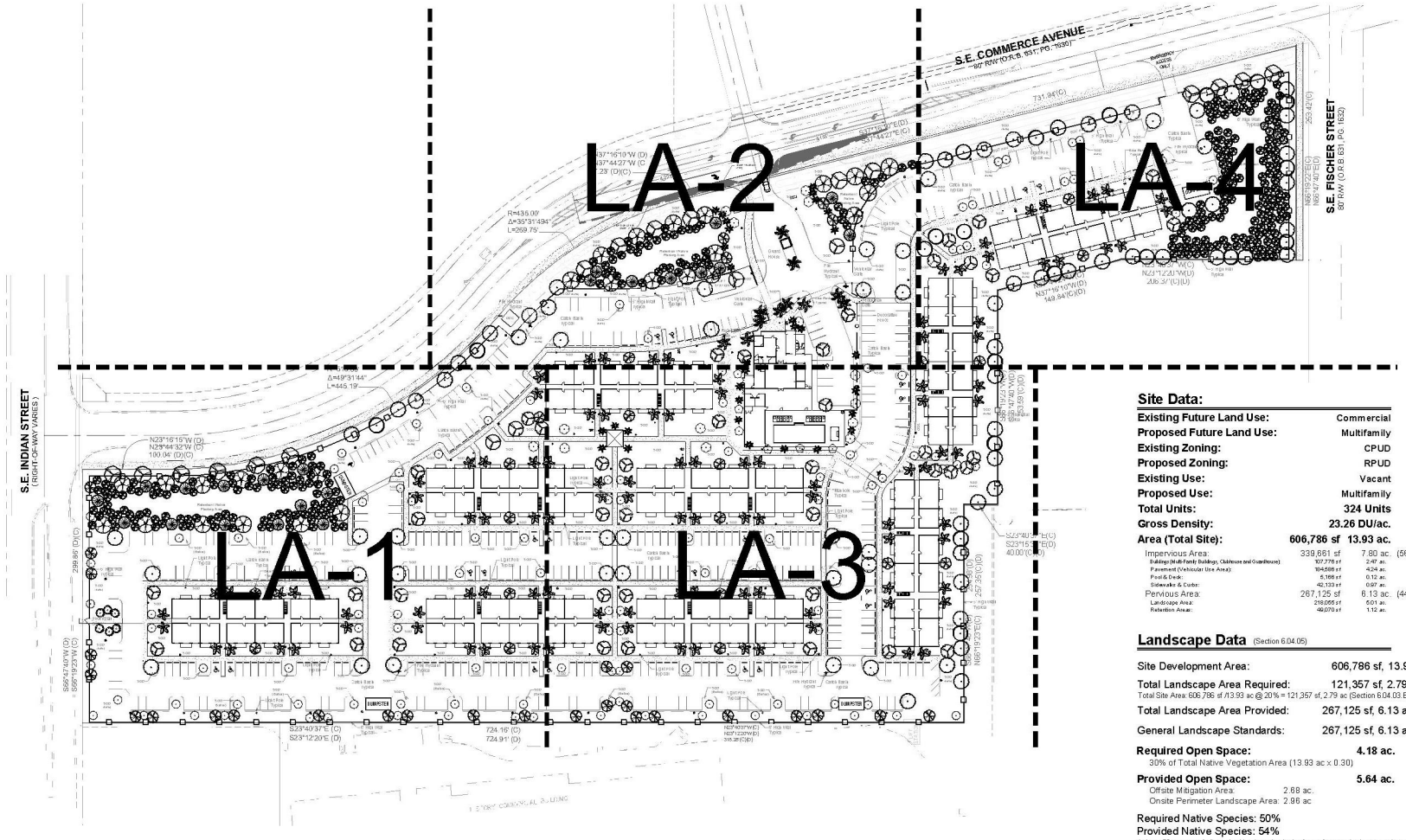
SCALE: 1" = 60'

0 30' 60' 120'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	**SP-1**
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 - AHS Harbor Cove - Master Site Plan.dwg	

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.



Landscape Notes

- Alternative plant species and enhanced landscaping beyond minimum requirements may be permitted subject to review and approval by the City of Stuart prior to installation. Trees and shrubs may be substituted based on availability.
- All required landscape improvements for each phase must be inspected and approved by City of Stuart prior to the issuance of a Certificate of Occupancy.
- No Cypress Mulch is to be used on site.
- Where existing vegetation meets minimum City of Stuart standards, this vegetation may be credited toward landscape requirements.
- Existing vegetation to remain undisturbed outside of construction limits. Proposed vegetation may be relocated due to unforeseen site conditions or in order to preserve existing vegetation.
- All prohibited exotic and invasive species shall be removed from the site prior to the issuance of a certificate of occupancy.
- See engineer's plans for all overhead & underground utility locations.
- This plan has been designed to meet with the tree planting requirements contained within the FPL document entitled "Plant the right tree in the Right Place".
- For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines. Large trees (height at maturity of more than 30') from the nearest overhead power line. Medium height tree (height at maturity between 20' and 30' shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
- No tree shrubs, hedges or vines shall be planted within 7' of an existing or proposed utility pole, guy wire or pad-mounted transformer. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines. Tree species shall be selected so to minimize conflicts with existing or proposed utilities.
- All above ground utilities shall be screened in accordance with City of Stuart requirements.
- All plant material to be Florida No. 1 quality and standards or better.
- As per Section 6.04.02.A.9, all landscape areas shall be sodded or otherwise covered with ground cover.

Irrigation Notes

- All Landscape & Sod areas shall be irrigated by an automated system that provides 100% coverage of Landscape and Sod areas.
- Irrigation systems shall conform to the following standards: Irrigation systems shall be continuously maintained in working order and shall be designed not to overlap water zones or to water impervious areas.
- No irrigation system shall be installed or maintained abutting any public street which causes water from the system to overspray onto the roadway or to strike passing vehicular traffic.
- Irrigation Water Source: To Be Determined
- All irrigation systems shall include a "rain switch" to monitor rain levels and irrigation needs.
- Landscape plan designed as a xeriscape landscape. All irrigation zones are low water usage zones.

Required Xeriscape Points

At least 51% of the grass areas are made up of drought-tolerant grass species	10 points
At least 51% of the required shrubs are made up of drought-tolerant species	10 points
At least 51% of the required trees are made up of drought-tolerant species	10 points
Utilization of moisture sensing controller other than a rain-sensor override device	5 points
Plan submitted with low, moderate and high water usage zones indicated on the landscape plan*	5 points
Utilization of compacted mulch with a 3" min. depth in all planted areas except ground cover.	10 points
	50 total points

*Refer to Irrigation Notes for water usage zones.

Sheet Index:

LANDSCAPE PLANS_____LA-1 - LA-4
TREE MITIGATION_____LA-5
PLANT SCHEDULE_____LA-6
LANDSCAPE DETAILS_____LA-7
LANDSCAPE SPECIFICATIONS_____LA-8

Site Data:

Existing Future Land Use:	Commercial
Proposed Future Land Use:	Multifamily
Existing Zoning:	CPUD
Proposed Zoning:	RPUD
Existing Use:	Vacant
Proposed Use:	Multifamily
Total Units:	324 Units
Gross Density:	23.26 DU/ac.
Area (Total Site):	606,786 sf 13.93 ac.
Impervious Area:	339,661 sf 7.80 ac. (56.0%)
Buildings (Multi-Family Buildings, Clubhouse and Guardhouse):	107,776 sf 2.47 ac.
Pavement (Vehicular Use Area):	184,586 sf 4.24 ac.
Pool & Deck:	5,166 sf 0.12 ac.
Sidewalks & Curbs:	42,133 sf 0.97 ac.
Pervious Area:	267,125 sf 6.13 ac. (44.0%)
Landscape Area:	216,055 sf 5.01 ac.
Retention Areas:	49,070 sf 1.12 ac.

Landscape Data (Section 6.04.05)

Site Development Area:	606,786 sf, 13.93 ac.
Total Landscape Area Required:	121,357 sf, 2.79 ac (20%)
Total Site Area: 606,786 sf /13.93 ac @ 20% = 121,357 sf, 2.79 ac (Section 6.04.03.B.1)	
Total Landscape Area Provided:	267,125 sf, 6.13 ac (44.0%)
General Landscape Standards:	267,125 sf, 6.13 ac (44.0%)
Required Open Space:	4.18 ac.
30% of Total Native Vegetation Area (13.93 ac x 0.30)	
Provided Open Space:	5.64 ac.
Offsite Mitigation Area: 2.68 ac.	
Onsite Perimeter Landscape Area: 2.96 ac	

Required Native Species: 50%
Provided Native Species: 54%
At least 50 percent of all required landscaping in the form of trees, shrubs, ground cover and grass shall collectively consist of native vegetation (Section 6.04.02).
No one species of tree shall exceed 25 percent of the minimum number of trees required (Section 6.04.02).

Perimeter Landscape:

Perimeter Landscape Length:	3,968 lf.
Required Perimeter Trees: (1 tree per 30 lf. @ 3,968 lf.)	132 trees
Provided Perimeter Trees:	139 Trees
Required Perimeter Shrubs: (1 shrub per 2.5 lf. @ 3,968 lf.)	1,587 Shrubs
Provided Perimeter Shrubs:	5,028 Shrubs

Interior Vehicular Use Landscape:

Required Terminal Island Trees:	35 Trees
Provided Terminal Island Trees:	35 Trees (3 Palm Trees)
Required Interior Island Trees:	59 Trees
Provided Interior Island Trees:	74 Trees

Minimum Required Tree Credits:	405 Trees
Multi-Family Residential - Min. Total Site Trees Required (Section 6.04.08.B): (606,786 sf Total Site Area / 1,500 = 404.52)	405 Trees
Parking Island Trees Required (94 Islands - Terminal 35 + Interior 59):	94 Trees
Building Perimeter Adjacent To Parking (1 Tree per 20' @ 2,743'):	137 Trees
Property Perimeter (1 Tree per 30' @ 3,968 LF):	132 Trees
Provided Tree Credits:	472 Trees*
Shade Trees Provided:	395 Trees (84%)
Palm Trees Provided: (155 Palms @ 2:1)	77 Palms (16%)

*Additional trees planted beyond code minimum required to satisfy mitigation requirements. See Sheet LA-5 for mitigation calculations and Sheet LA-6 for total plant schedule.

lucido & associates
701 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Client & Property Owner:	AHS Residential, LLC 12865 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Mathieu Engineering Corporation 2481 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	BW Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 208 Stuart, Florida 34996
Architect:	Slattery & Associates 2060 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Landscape Plan Cover Sheet

Date	By	Description
06.06.19	J.J.	Initial Submittal
11.04.19	B.W.	Revised per Comments
11.26.19	SJS	Revised per Site Changes
01.02.20	SJS	Revised per Comments
01.31.20	SJS	Revised per Site Changes
03.10.20	B.W.	Revised per Comments
04.30.20		LPA Set

NORTH

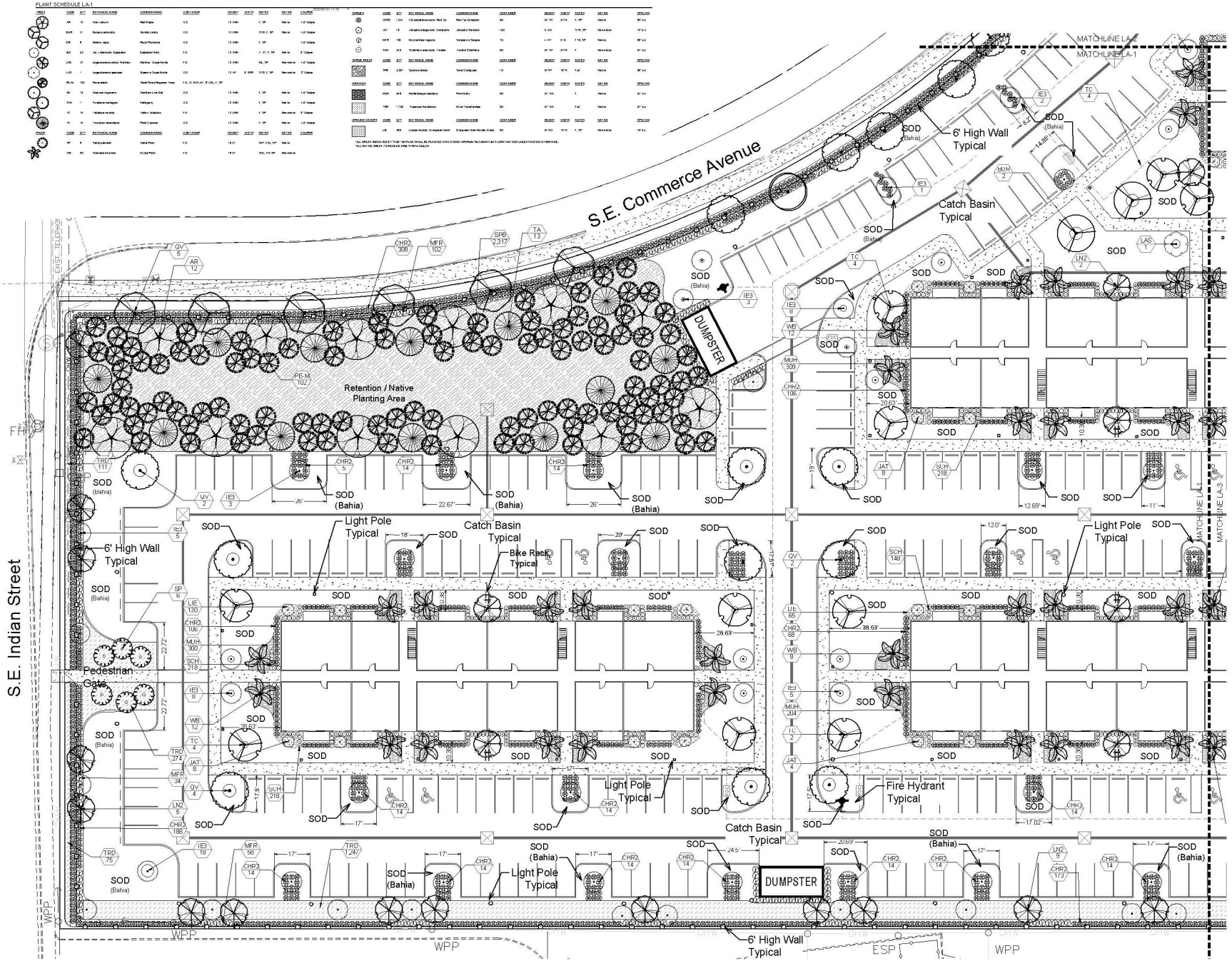
SCALE: 1" = 60'

0 30' 60' 120'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	CV
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 AHS Residential - Landscape Plan - update 4-30.	

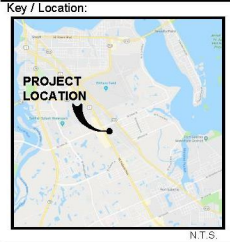
© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.



lucido & associates

701 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-6220

Key / Location:



Project Team:

Client & Property Owner:	AHS Residential, LLC 12865 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Matheis Engineering Corporation 2481 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	BM Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 208 Stuart, Florida 34996
Architect:	Slattery & Associates 2060 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Landscape Plan

Date	By	Description
06.06.19	J.J.	Initial Submittal
11.04.19	B.W.	Revised per Comments
11.26.19	SJS	Revised per Site Changes
01.02.20	SJS	Revised per Comments
01.31.20	SJS	Revised per Site Changes
03.10.20	B.W.	Revised per Comments
04.30.20		LPA Set

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

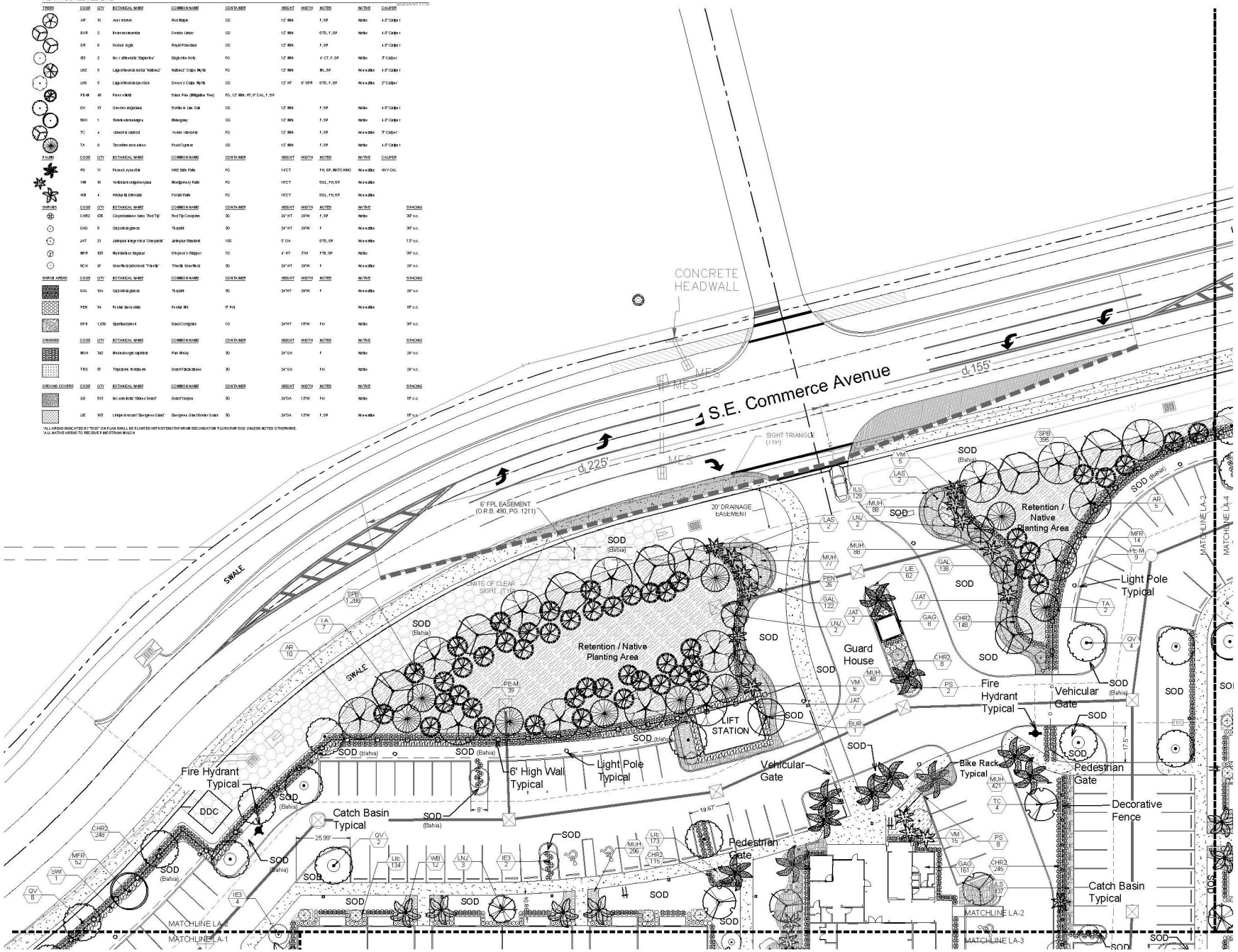
Designer	J.J.	Sheet
Manager	D.F.	LA-1
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 AHS Residential - Landscape Plan - update 4-30.	

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.

PLANT SCHEDULE LA-2

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	AR	15	Acer rubrum	Red Maple	CO	12' MIN		F, SP	Native	4.0" Caliper
	BUR	2	Bursera simaruba	Gumbo Limbo	CO	12' MIN		STD, F, SP	Native	4.0" Caliper
	DR	6	Dictyosperma album	Princess Palm	CO	12' MIN		F, SP		4.0" Caliper
	IE3	2	Ilex x attenuata 'Eagleston'	Eagleston Holly	FG	12' MIN		4' CT, F, SP	Native	3" Caliper
	LN2	5	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	FG	12' MIN		ML, SP	Non-native	4.0" Caliper
	LAS	5	Lagerstroemia speciosa	Queen's Crape Myrtle	CO	12' HT	6' SPR	STD, F, SP	Non-native	2" Caliper
	PE-M	65	Pinus elliottii	Slash Pine (Mitigation Tree)	FG, 12' MIN. HT, 6" CAL, F, SP					
	QV	13	Quercus virginiana	Southern Live Oak	CO	12' MIN		F, SP	Native	4.0" Caliper
	SWI	1	Swietenia mahagoni	Mahogany	CO	12' MIN		F, SP	Native	4.0" Caliper
	TC	4	Tabebuia caraiba	Yellow Tabebuia	FG	12' MIN		F, SP	Non-native	3" Caliper
	TX	9	Taxodium ascendens	Pond Cypress	CO	12' MIN		F, SP	Native	4.0" Caliper
PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	PS	11	Phoenix sylvestris	Wild Date Palm	FG	14'CT		FH, SP, MATCHING	Non-native	MVY CAL
	VM	16	Veitchia merrillii x montgomeryana	Montgomery Palm	FG	16'CT		SOL, FH, SP	Non-native	
	WB	4	Wodyetia bifurcata	Foxtail Palm	FG	16'CT		SOL, FH, SP	Non-native	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	CHR2	636	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24" HT	24"W	F, SP	Native	36" o.c.
	GAG	8	Galphimia gracilis	Thryallis	3G	24" HT	24"W	F	Non-native	36" o.c.
	JAT	21	Jatropha integerrima 'Compacta'	Jatropha Standard	15G	6' OA		STD, SP	Non-native	12' o.c.
	MFR	103	Myrtle dwarf Eugenia	Stripey's Stopper	FG	4' HT	3'W	FTB, SP	Native	36" o.c.
	SCH	97	Schefflera actinophylla 'Trinette'	Trinette Schefflera	3G	24" HT	24"W	F	Non-native	24" o.c.
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	GAL	134	Galphimia gracilis	Thryallis	3G	24"HT	24"W	F	Non-native	24" o.c.
	PEN	54	Pentas lanceolata	Pentas Mix	1G Pot				Non-native	18" o.c.
	SPB	1,639	Spartina bakeri	Sand Cordgrass	1G	24"HT	18"W	Fill	Native	36" o.c.
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	MUH	342	Muhlenbergia capillaris	Pink Muhly	3G	24" OA		F	Native	24" o.c.
	TRD	97	Tripsacum floridanum	Dwarf Fakahatchee	3G	24" OA		Fill	Native	24" o.c.
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	ILS	813	Ilex comuta 'Stokes Dwarf'	Dwarf Yaupon	3G	24"OA	12"W	Fill	Native	18" o.c.
	LIE	165	Liriope muscari 'Evergreen Giant'	Evergreen Giant Border Grass	3G	24"OA	12"W	F, SP	Non-native	18" o.c.

*ALL AREAS INDICATED BY "SOD" ON PLAN SHALL BE PLANTED WITH STENOTAPHRUM SECUNDATUM 'FLORATAM' SOD UNLESS NOTED OTHERWISE.
*ALL NATIVE AREAS TO RECEIVE PINESTRAW MULCH



lucido & associates

701 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



Project Team:

Client & Property Owner:	AHS Residential, LLC 12865 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Mathieu Engineering Corporation 2481 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	BM Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 208 Stuart, Florida 34996
Architect:	Slattery & Associates 2060 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Landscape Plan

Date	By	Description
06.06.19	J.J.	Initial Submittal
11.04.19	B.W.	Revised per Comments
11.26.19	SJS	Revised per Site Changes
01.02.20	SJS	Revised per Comments
01.31.20	SJS	Revised per Site Changes
03.10.20	B.W.	Revised per Comments
04.30.20		LPA Set

NORTH

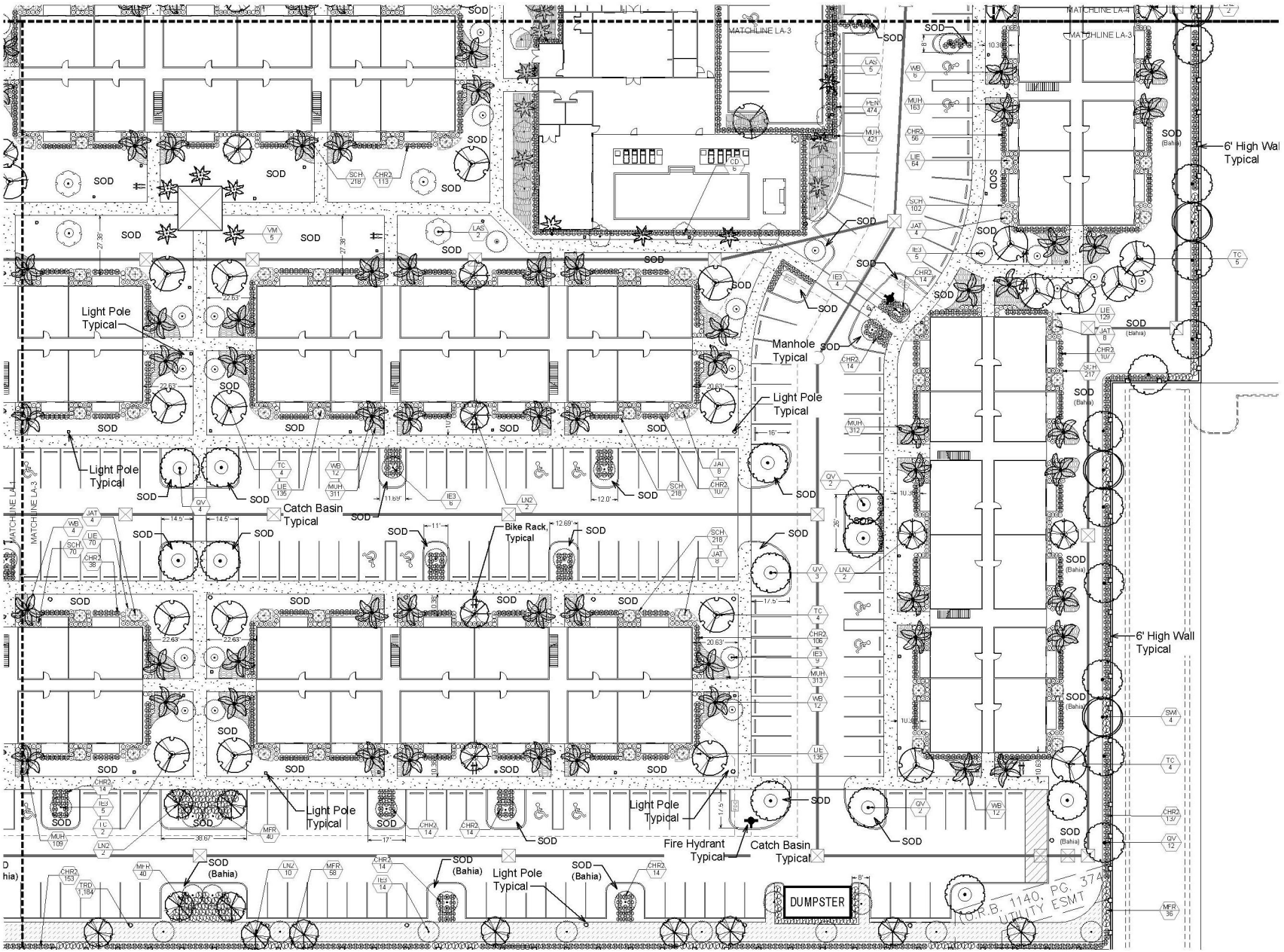
SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-2
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 AHS Residential - Landscape Plan - update 4-30.	

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.



PLANT SCHEDULE LA-3

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	ON PLAN
	CD	6	Cercidiella Desertitos	Pigeon Plum	CO	12' MIN	5' MIN	3" Caliper	Native	3" Caliper
	EX	10	Ex. Ficus benjamina - Exclusion	Exclusion Area(s)	EX	12' MIN	4' CT, 5' SP		Native	3" Caliper
	LAS	19	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	FG	12' MIN	4ft. SP	Multi-stems	Non-native	4.5" Caliper
	LAS	8	Lagerstroemia speciosa	Queen's Crape Myrtle	CO	12' FT	5' SPR	5' MIN, 3' SP	Non-native	3" Caliper
	QV	29	Quercus virginiana	Southern Live Oak	CO	12' MIN	5' SP		Native	3.5" Caliper
	TCH	3	Tabebuia heterophylla	Pink Trumpet Tree	CO	12' MIN	5' SP		Native	4.5" Caliper
	VM	5	Veitchia montgomeryana	Montgomery Palm	FG	16' OA		MIN, 5' SP	Non-native	
	WB	46	Washingtonia filifera	Cotton Palm	FG	16' OA		MIN, 5' SP	Non-native	
	WN	16	Washingtonia robusta	Washington Palm	FG	16' OA		MIN, 5' SP	Non-native	

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
	CHR2	1,114	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	30	24" HT	20"W	5' SP	Native
	JAT	45	Jatropha integerrima	Jatropha Standard	15G	6' OA		5'CT, 5'SP	Non-native
	MFR	114	Myrcianthes fragrans	Simpson's Stopper	FG	4' HT	3' W	5' FG, 5' SP	Native
	TCH	387	Tabebuia heterophylla 'Tortuosa'	Tortuosa Trumpet Tree	30	24" HT	20"W	4'	Non-native

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
	IE3	15	Ixora x 'Nora Grant'	Nora Grant Ixora	3G	24" HT	24"W		Non-native
	MUH	1,139	Muhlenbergia capillaris	Pink Muhly	3G	24" OA		4'	Native
	TRD	1,139	Tripsacum floridanum	Dwarf Fakahatchee	3G	24" OA		Full	Native

GROUND COVER	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
	LS	439	Ilex cornuta 'Schellings Dwarf'	Dwarf Yaupon	3G	24"OA	12"W	Full	Native
	LIE	975	Liriope muscari 'Evergreen Giant'	Evergreen Giant Border Grass	3G	24"OA	12"W	3', 36"	Non-native

*ALL AREAS INDICATED AS "SOD" ON PLAN SHALL BE PLANTED WITH STENOTAPHRUM SECUNDATUM 'FLORATAM' SOD UNLESS NOTED OTHERWISE.
*ALL NATIVE AREAS TO BE BLUE WHEN PRESENTED IN COLOR

lucido & associates

701 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-6220

Key / Location:



N.T.S.

Project Team:

Client & Property Owner:	AHS Residential, LLC 12995 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Mathew Engineering Corporation 2451 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	BM Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 208 Stuart, Florida 34996
Architect:	Slattery & Associates 2060 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Landscape Plan

Date	By	Description
08.08.19	J.J.	Initial Submittal
11.04.19	B.W.	Revised per Comments
11.26.19	SJS	Revised per Site Changes
01.02.20	SJS	Revised per Comments
01.31.20	SJS	Revised per Site Changes
03.10.20	B.W.	Revised per Comments
04.30.20		LHA Set

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

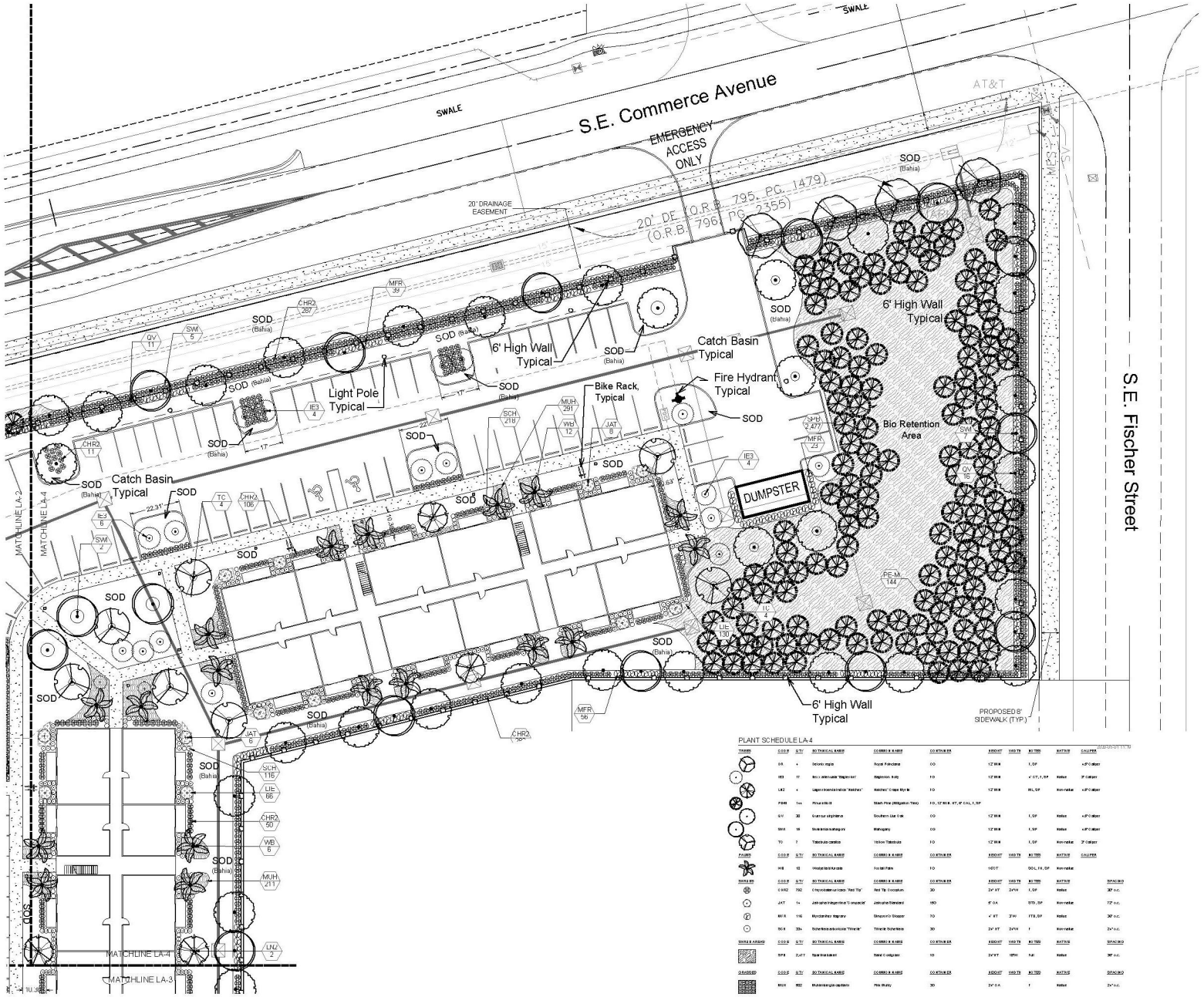
REG. # 1018
Thomas P. Lucido

Designer	J.J.
Manager	D.F.
Project Number	19-345
Municipal Number	---
Computer File	19-345 AHS Residential - Landscape Plan - update 4-30.

Sheet

LA-3

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.



PLANT SCHEDULE LA-4

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	SPREAD	NATIVE	CALIPER
	DR	4	Delonix regia	Royal Poinciana	CO	12' MIN	7' SP		4.5" Caliper
	IE3	17	Ilex x attenuata 'Eagleston' tm	Eagleston Holly	FG	12' MIN	4' CT, 7' SP	Native	3" Caliper
	LIN2	4	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	FG	12' MIN	MULTI, 5' SP	Non-native	4.5" Caliper
	PINE	144	Pinus elliottii	Slash Pine (Mitigation Tree)	FG, 12' MIN B. HT, 6" CAL, 7' SP				
	QV	30	Quercus virginiana	Southern Live Oak	CO	12' MIN	7' SP	Native	4.5" Caliper
	SWI	18	Swietenia mahagoni	Mahogany	CO	12' MIN	7' SP	Native	4.5" Caliper
	TC	7	Tabebuia caraiba	Yellow Tabebuia	FG	12' MIN	7' SP	Non-native	3" Caliper
PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	SPREAD	NATIVE	CALIPER
	WB	10	Washingtonia robusta	Florida Palm	FG	16' CT	10' CL, 7' SP	Non-native	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	SPREAD	NATIVE	SPACING
	CHR2	792	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24" HT	24"W	Native	30" o.c.
	JAT	14	Jatropha integerrima 'Compacta'	Jatropha Standard	15G	6' DA	STD, SP	Non-native	72" o.c.
	MFR	116	Myrcianthes fragrans	Simpson's Stopper	7G	4' HT	3'W	Native	36" o.c.
	TSC	334	Schefflera actinophylla 'Trinette'	Trinette Schefflera	3G	24" HT	24"W	Non-native	24" o.c.
SHRUB & GROUND COVER	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	SPREAD	NATIVE	SPACING
	SOD	2,417	Stenotaphrum secundatum	Floratam	SQ	24"HT	12"W	Full	Native	36" o.c.
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	SPREAD	NATIVE	SPACING
	MUH	622	Muhlenbergia capillaris	Pink Muhly	3G	24" DA	3'	Native	24" o.c.
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	SPREAD	NATIVE	SPACING
	LIE	196	Liriope muscari 'Evergreen Giant'	Evergreen Giant Border Grass	3G	24" DA	12"W	1.5F	Non-native	18" o.c.

*ALL AREAS INDICATED BY "SOD" ON PLAN SHALL BE PLANTED WITH STENOTAPHRUM SECUNDATUM 'FLORATAM' SOD UNLESS NOTED OTHERWISE.
*ALL NATIVE AREAS TO RECEIVE FINE DYE MULCH

lucido & associates

701 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Client & Property Owner:	AHS Residential, LLC 12865 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Mathes Engineering Corporation 2401 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	BW Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 208 Stuart, Florida 34996
Architect:	Slattery & Associates 2060 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Landscape Plan

Date	By	Description
06.06.19	J.J.	Initial Submittal
11.04.19	B.W.	Revised per Comments
11.26.19	SJS	Revised per Site Changes
01.02.20	SJS	Revised per Comments
01.31.20	SJS	Revised per Site Changes
03.10.20	B.W.	Revised per Comments
04.30.20		LPA Set

03.10.20 B.W. Revised per Comments

NORTH

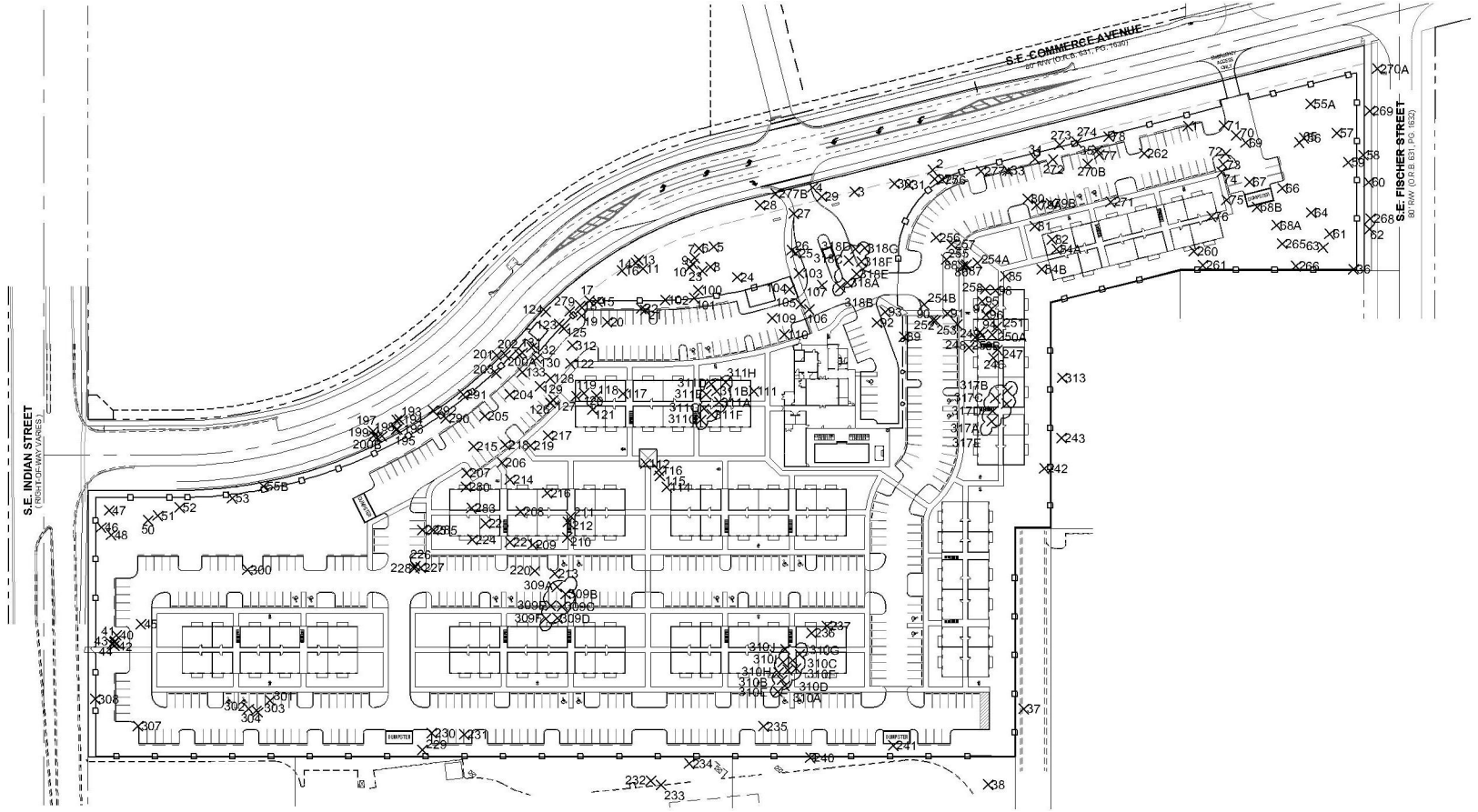
SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-4
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 AHS Residential - Landscape Plan - update 4-30.	

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.



AHS GLASRUD PARCEL - TREE INVENTORY		
Tree #	Species	DBH (inches)
1	PINE	12.5
2	PINE	10.5
3	PINE	10
4	PINE	13.5
5	PINE	10.5
6	PINE	11
7	PINE	10.5
8	PINE	11
9	PINE	12
10	PINE	11
11	PINE	12
14	PINE	11
15	PINE	13
16	PINE	14
17	PINE	12.5
18	PINE	12
19	PINE	12
20	PINE	11.5
21	PINE	11
22	PINE	11
23	PINE	10
24	PINE	11
25	PINE	15
26	PINE	15
27	PINE	13
28	PINE	12.5
29	PINE	12
30	PINE	12
31	PINE	10.5
33	PINE	11
34	PINE	16
35	PINE	13
36	PINE	12.5
37	PINE	18
38	PINE	12
40	OAK	5
41	OAK	12
42	OAK	6
43	OAK	6
44	OAK	11
45	PINE	15.5
46	PINE	14
47	PINE	10
48	PINE	15
50	PINE	12
51	PINE	11
52	PINE	13
53	PINE	13
55A	PINE	13.5
55B	PINE	14
56	PINE	13
57	PINE	11
58	PINE	12.5
59	PINE	12
60	PINE	11
61	PINE	11
62	PINE	10
63	PINE	11.5
64	PINE	10
65	PINE	10
66	PINE	15
67	PINE	10
68A	PINE	11
68B	PINE	15
69	PINE	12
70	PINE	11
71	PINE	10
72	PINE	10
73	PINE	11
74	PINE	13
75	PINE	10
76	PINE	12
77	PINE	15
78	PINE	11
79A	PINE	11
79B	PINE	11.5
80	PINE	12
81	PINE	10
82	PINE	10.5
84A	PINE	11
84B	PINE	12
85	PINE	13
86	PINE	11
87	PINE	11
88	PINE	12
89	PINE	11.5
90	PINE	11.5
91	PINE	10.5
92	PINE	11
93	PINE	16
94	PINE	11
95	PINE	11.5
96	PINE	14
97	PINE	11
98	PINE	10.5
100	PINE	10
101	PINE	11.5
102	PINE	11.5
103	PINE	14
104	PINE	11.5
105	PINE	13.5
106	PINE	13
107	PINE	12.5
108	PINE	13
110	PINE	11
111	PINE	12
112	PINE	11.5
114	PINE	11.5
115	PINE	10.5
116	PINE	10
117	PINE	12
118	PINE	11.5
119	PINE	11.5
120	SAMOON HOLLY	10
121	PINE	11
122	PINE	10.5
123	PINE	11
124	PINE	11
125	PINE	10.5
126	PINE	11
127	PINE	10.5
128	PINE	11
129	PINE	13
130	PINE	12
131	PINE	10.5
132	PINE	10
133	PINE	12
193	PINE	12
194	PINE	12
195	PINE	10
196	PINE	10
197	PINE	10
198	PINE	12
199	PINE	10.5
200A	PINE	10
200B	PINE	11
201	PINE	10.5
202	PINE	11.5
203	PINE	10.5
204	PINE	12
205	PINE	13
206	PINE	11
207	PINE	11.5
208	PINE	10
209	PINE	11
210	PINE	11
211	PINE	12
212	PINE	10
213	PINE	12.5
214	PINE	13
215	PINE	12.5
216	PINE	14
217	PINE	14
218	PINE	11
219	PINE	11
220	PINE	10.5
221	PINE	16
223	PINE	15
224	PINE	11
225	PINE	14
226	PINE	12
227	PINE	11
228	PINE	11
229	PINE	11
230	PINE	13
231	PINE	12
232	PINE	12
233	PINE	17
234	PINE	11.5
235	PINE	11
236	PINE	12.5
237	PINE	11.5
240	PINE	15
241	PINE	12.5
242	PINE	13
243	PINE	14.5
246	PINE	15
247	PINE	11
248	PINE	11
249	PINE	13
250A	PINE	13
250B	PINE	14
251	PINE	12
252	PINE	12
253	PINE	10.5
254A	PINE	13
254B	PINE	16.5
255	PINE	11
256	PINE	11
257	PINE	12
258	PINE	11.5
260	PINE	11.5
261	PINE	15.5
262	PINE	11.5
265	PINE	12
266	PINE	10
268	PINE	10.5
269	PINE	10
270A	PINE	10
270B	PINE	10.5
271	PINE	11
272	PINE	13
273	PINE	10
274	PINE	12
275	PINE	11
276	PINE	10
277A	PINE	12.5
277B	PINE	12.5
279	PINE	11
280	PINE	10
283	PINE	12
285	PINE	10
290	PINE	11
291	PINE	12
292	PINE	15.5
300	OAK	9.5
301	PINE	10
302	OAK	7.5
303	OAK	5
304	OAK	5
307	OAK	15
308	OAK	5.5
309A	PINE	12
309B	PINE	12
309C	PINE	12
309D	PINE	12
309E	PINE	12
309F	PINE	12
310A	PINE	11
310B	PINE	11
310C	PINE	11
310D	PINE	11
310E	PINE	11
310F	PINE	11
310G	PINE	11
310H	PINE	11
310I	PINE	11
311A	PINE	10
311B	PINE	10
311C	PINE	10
311D	PINE	10
311E	PINE	10
311F	PINE	10
311G	PINE	10
311H	PINE	18
317A	PINE	12
317B	PINE	12
317C	PINE	12
317D	PINE	12
317E	PINE	11
317F	PINE	12
317G	PINE	13
318A	PINE	13
318B	PINE	13
318C	PINE	13
318D	PINE	13
318E	PINE	12
318F	PINE	13
318G	PINE	13
TOTAL DBH REMOVED:		2,777.5 Inches
TOTAL PINE DBH REMOVED:		2,678.0 Inches
TOTAL HARDWOOD DBH REMOVED:		99.5 Inches
DENOTES OFF SITE TREE, NOT INCLUDED		

AHS at HARBOR GROVE - TREE MITIGATION DATA

Hardwood Calculation

99.5	inches (x)	2.5"	=	249	Inches
Total Inches Required (4.5" DBH min.)				249	Inches
Total Inches Provided for Mitigation:				**252**	**Inches**
27	Acer rubrum (4.5" DBH)	4.5"		121.5	Inches
29	Quercus virginiana (4.5" DBH)	4.5"		130.5	Inches

Pine Calculation

2,678	inches (x)	1.5"	=	4017.0	Inches
Total Inches Required (3" DBH min.)				4017.0	Inches
Total Inches Provided for Mitigation:				**4017.0**	**Inches**
294	Pirus elliottii (6" DBH) *	6.0"		1764.0	Inches
119	Ilex x attenuata 'Eagleston' (3" DBH)	3.0"		357.0	Inches
22	Taxodium ascendens (4.5" DBH)	4.5"		99.0	Inches
42	Tabebuia caraiba (3" DBH)	3.0"		126.0	Inches
4	Bursera simaruba (4.5" DBH)	4.5"		18.0	Inches
6	Coccoloba diversifolia (3" DBH)	3.0"		18.0	Inches
49	Lagerstroemia indica 'Natchez' (4.5" DBH)	4.5"		220.5	Inches
14	Lagerstroemia speciosa (3" DBH)	2.0"		28.0	Inches
50	Quercus virginiana (4.5" DBH)	4.5"		225.0	Inches
16	Delonix regia (4.5" DBH)	4.5"		72.0	Inches
20	Swietenia mahogoni (4.5" DBH)	4.5"		90.0	Inches
31	Veitchia montgomeryana (6.5' for 16' CT)	6.5'		201.5	Inches
10	Phoenix sylvestris (4.5" DBH for 14' CT)	4.5"		45.0	Inches
6	Sasal palmetto (8.5" DBH for 18' CT)	8.5"		51.0	Inches
108	Wodyetia bifurcata (6.5' for 16' CT)	6.5"		702.0	Inches

*Slash Pines planted for mitigation to be held located per final bio retention design. Pending final site conditions, slash pines may be substituted with contribution to City Tree Fund in lieu of planting, per Sec. 5.05.02.A.1.h. or substituted with alternate size/quantities (2.5" caliper min.) of native trees to meet required mitigation, subject to staff approval.

lucido & associates

701 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Client & Property Owner:	AHS Residential, LLC 12865 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Mathes Engineering Corporation 2481 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	BM Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 208 Stuart, Florida 34996
Architect:	Slattery & Associates 2060 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Landscape Plan
Tree Mitigation

Date	By	Description
06.06.19	J.J.	Initial Submittal
11.04.19	B.W.	Revised per Comments
11.26.19	SJS	Revised per Site Changes
01.02.20	SJS	Revised per Comments
01.31.20	SJS	Revised per Site Changes
03.10.20	B.W.	Revised per Comments
04.30.20		LPA Set

NORTH

SCALE: 1" = 60'

0 30' 60' 120'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	
Project Number	19-345	LA-5
Municipal Number	---	
Computer File	19-345 AHS Residential - Landscape Plan - update 4-30.	

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.

PLANT SCHEDULE TOTAL SITE

2020-05-01 11:19

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	AR	27	Acer rubrum	Red Maple	CG	12` MIN		F, SP	Native	4.5" Caliper
	BUR	4	Bursera simaruba	Gumbo Limbo	CG	12` MIN		STD, F, SP	Native	4.5" Caliper
	CD	6	Coccoloba diversifolia	Pigeon Plum	CG	12` MIN		STD, F, SP	Native	3" Caliper
	DR	16	Delonix regia	Royal Poinciana	CG	12` MIN		F, SP		4.5" Caliper
	IE3	119	Ilex x attenuata `Eagleston`	Eagleston Holly	FG	12` MIN		4` CT, F, SP	Native	3" Caliper
	LN2	49	Lagerstroemia indica `Natchez`	Natchez` Crape Myrtle	FG	12` MIN		ML, SP	Non-native	4.5" Caliper
	LAS	14	Lagerstroemia speciosa	Queen`s Crape Myrtle	CG	12` HT	6` SPR	STD, F, SP	Non-native	2" Caliper
	PE-M	294	Pinus elliotti	Slash Pine (Mitigation Tree)	FG, 12` MIN. HT, 6" CAL, F, SP					
	QV	79	Quercus virginiana	Southern Live Oak	CG	12` MIN		F, SP	Native	4.5" Caliper
	SWI	20	Swietenia mahagoni	Mahogany	CG	12` MIN		F, SP	Native	4.5" Caliper
	TC	42	Tabebuia caraiba	Yellow Tabebuia	FG	12` MIN		F, SP	Non-native	3" Caliper
	TA	22	Taxodium ascendens	Pond Cypress	CG	12` MIN		F, SP	Native	4.5" Caliper

PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	PS	11	Phoenix sylvestris	Wild Date Palm	FG	14`CT		FH, SP, MATCHING	Non-native	HVY CAL
	SP	6	Sabal palmetto	Sabal Palm	FG	18`CT		HVY CAL, SP	Native	
	VM	31	Veitchia montgomeryana	Montgomery Palm	FG	16`CT		SGL, FH, SP	Non-native	
	WB	108	Wodyetia bifurcata	Foxtail Palm	FG	16`CT		SGL, FH, SP	Non-native	

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	CHR2	3,853	Chrysobalanus icaco `Red Tip`	Red Tip Cocoplum	3G	24" HT	24"W	F, SP	Native	30" o.c.
	GAG	8	Galphimia glauca	Thryallis	3G	24" HT	24"W	F	Non-native	36" o.c.
	JAT	91	Jatropha integerrima `Compacta`	Jatropha Standard	15G	5` OA		STD, SP	Non-native	72" o.c.
	MFR	560	Myrcianthes fragrans	Simpson`s Stopper	7G	4`HT	3`W	FTB, SP	Native	36" o.c.
	SCH	1,961	Schefflera arboricola `Trinette`	Trinette Schefflera	3G	24" HT	24"W	F	Non-native	24" o.c.

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	GAL	194	Galphimia glauca	Thryallis	3G	24"HT	24"W	F	Non-native	24" o.c.
	PEN	54	Pentas lanceolata	Pentas Mix	6" Pot				Non-native	18" o.c.
	SPB	6,447	Spartina bakeri	Sand Cordgrass	1G	24"HT	18"W	Full	Native	36" o.c.

GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	MUH	3,055	Muhlenbergia capillaris	Pink Muhly	3G	24" OA		F	Native	24" o.c.
	TRD	3,000	Tripsacum floridanum	Dwarf Fakahatchee	3G	24" OA		Full	Native	24" o.c.

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	ILS	1,264	Ilex vomitoria `Stokes Dwarf`	Dwarf Yaupon	3G	24"OA	12"W	Full	Native	18" o.c.
	LIE	1,294	Liriope muscari `Evergreen Giant`	Evergreen Giant Border Grass	3G	24"OA	12"W	F, SP	Non-native	18" o.c.

*ALL AREAS INDICATED BY "SOD" ON PLAN SHALL BE PLANTED WITH STENOTAPHRUM SECUNDATUM 'FLORATAM' SOD UNLESS NOTED OTHERWISE.

135,889 SF TOTAL SOD AREA WITHIN THE DEVELOPABLE SITE AREA
REQUIRED DROUGHT TOLERANT SOD SPECIES = 69,303 SF - 51.0%
PROVIDED DROUGHT TOLERANT SOD SPECIES = 74,039 SF - 54.5% - BAHIA SOD
SEE CIVIL PLANS FOR ALL DISTURBED AREAS OUTSIDE THE SITE LIMITS

*ALL NATIVE AREAS TO RECEIVE PINE STRAW MULCH

lucido & associates
701 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Client & Property Owner:	AHS Residential, LLC 12865 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Mathieu Engineering Corporation 2481 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	BM Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 208 Stuart, Florida 34996
Architect:	Slattery & Associates 2060 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Master Plant Schedule

Date	By	Description
06.06.19	J.J.	Initial Submittal
11.04.19	B.W.	Revised per Comments
11.26.19	SJS	Revised per Site Changes
01.02.20	SJS	Revised per Comments
01.31.20	SJS	Revised per Site Changes
03.10.20	B.W.	Revised per Comments
04.30.20		LPA Set



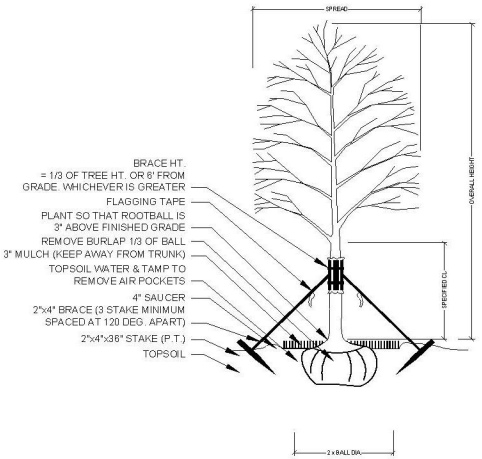
SCALE: 1" = 3'

0 0' 0' 3'

REG. # 1018
Thomas P. Lucido

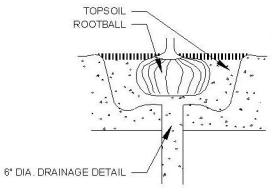
Designer	J.J.	Sheet
Manager	D.F.	LA-6
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 AHS Residential - Landscape Plan - update 4-30.	

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.



TREE PLANTING & STAKING

NOT TO SCALE



DRAINAGE TESTING DETAIL

NOT TO SCALE

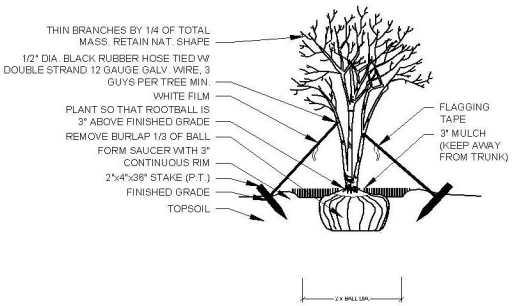


BRACING DETAIL

NOT TO SCALE

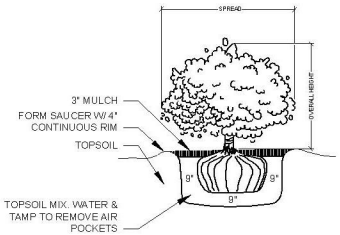
PALM PLANTING - ANGLE STAKE

NOT TO SCALE



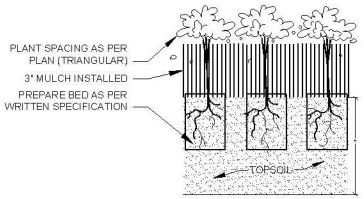
MULTI-TRUNK PLANTING & GUYING

NOT TO SCALE



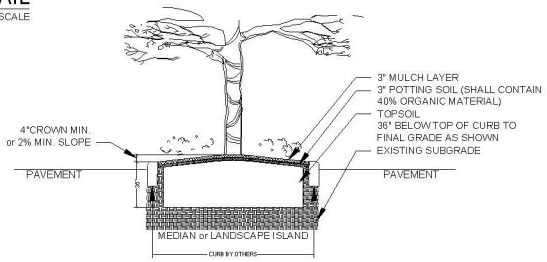
SHRUB PLANTING

NOT TO SCALE



GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

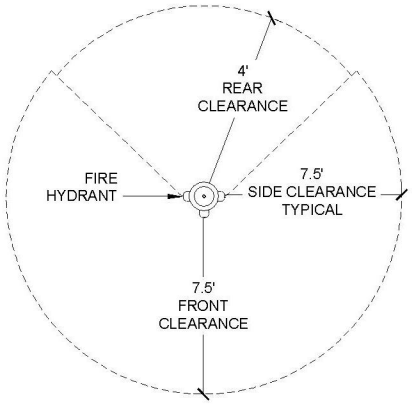


THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY; SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

LANDSCAPE AREA PREPARATION DETAIL

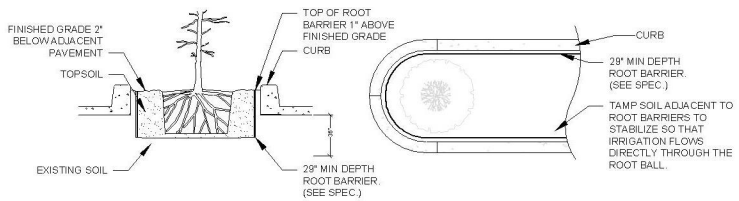
NOT TO SCALE

- "TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
- TOPSOIL SHALL HAVE A PH RANGE OF 5.5-7.4, FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 3% ORGANIC MATERIAL.
- TOPSOIL MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING



FIRE HYDRANT CLEARANCE DETAIL

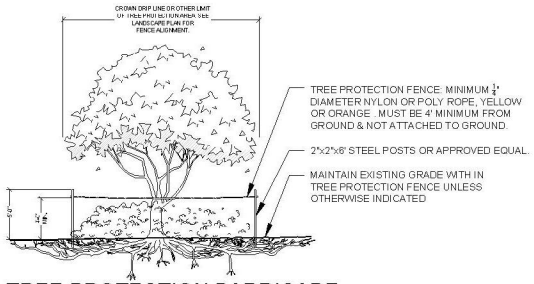
NOT TO SCALE



SPECIAL APPLICATIONS ROOT BARRIER DETAIL

NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



TREE PROTECTION BARRICADE

NOT TO SCALE

NOTES:
1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

PRIOR TO PLANTING, ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER.

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") 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.

C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Client & Property Owner:	AHS Residential, LLC 12895 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Mathers Engineering Corporation 2401 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	EW Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 206 Stuart, Florida 34996
Architect:	Slattery & Associates 2050 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Landscape Details

Date	By	Description
06.08.19	J.J.	Initial Submittal
11.04.19	B.W.	Revised per Comments
11.26.19	SJS	Revised per Site Changes
01.02.20	SJS	Revised per Comments
01.31.20	SJS	Revised per Site Changes
03.10.20	B.W.	Revised per Comments
04.30.20		LPA Set

NORTH

SCALE: 1" = 0'

0 0' 0' 0'

REG. # 1018
Thomas H. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-7
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 AHS Residential - Landscape Plan - update 4	

©Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.

LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 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:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herlself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading plans, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Foreman shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not 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 sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION

A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails

2.06 TOP SOIL:
A. Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 3% organic material. Topsoil must percolate water at a rate of 1" per hour (See also drainage testing detail for trees)

B. Landscape Area Preparation. The intent of this section is to ensure a healthy growing environment for all planting material in all landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to all definitions of "Topsoil" (seeLandscape Area Preparation Detail); In addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting. *East Coast Recycling Inc* is a recommended source for imported Topsoil (if needed) as well as the top 3" layer of potting soil.

Existing soils must meet all definitions of 'Topsoil' as described above in all planting areas throughout the site. If existing soils do not meet all definitions of Topsoil, please refer to the 'Landscape Area Preparation' detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm such lab's soil collection and transmittal protocol; all costs if any shall be borne by the Contractor. Contractor shall provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall except all responsibility of planting soils and shall honor all guarantee items in section 1.08.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state and local fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizer shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon container	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and planting areas except ground cover, shall receive compacted mulch with 3" minimum depth immediately after planting and thoroughly watered. Apply 3" max on tree & palm rootballs, keep 6" away from tree & palm trunks or as required by local jurisdiction.

PART 3 EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail;
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimming from site.

3.05 GUYING:

A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

C. Stake & Brace all trees larger than 12' o.a. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

D. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.

3.07 SOD:
A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

E. All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 220-2220

Key / Location:



N.T.S.

Project Team:

Client & Property Owner:	AHS Residential, LLC 12895 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Mathews Engineering Corporation 2401 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	EW Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 200 Stuart, Florida 34996
Architect:	Slattery & Associates 2060 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Landscape Specifications

Date	By	Description
06.06.19	J.J.	Initial Submittal
11.04.19	B.W.	Revised per Comments
11.26.19	SJS	Revised per Site Changes
01.02.20	SJS	Revised per Comments
01.31.20	SJS	Revised per Site Changes
03.10.20	B.W.	Revised per Comments
04.30.20		LPA Set

NORTH

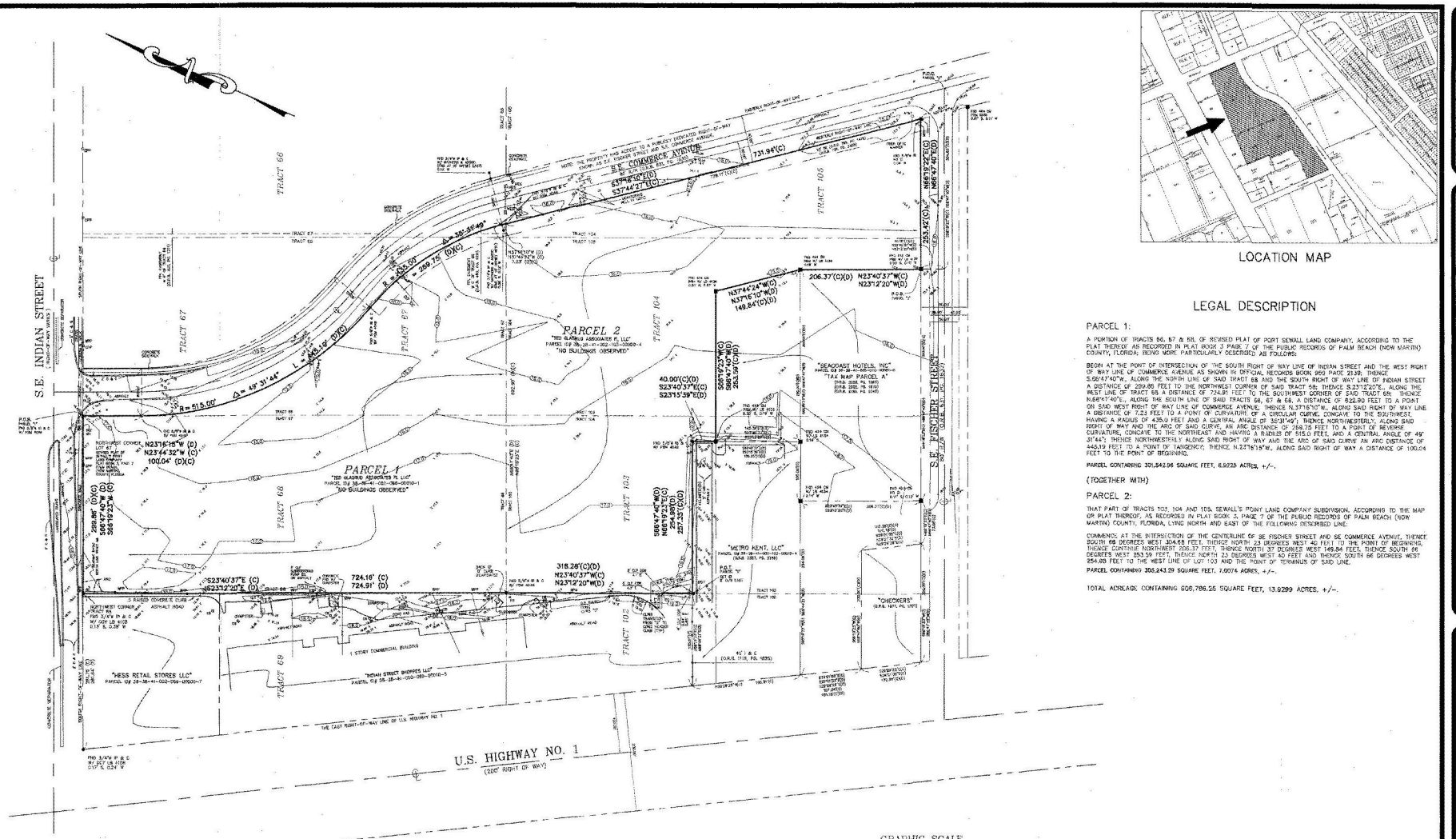
SCALE: 1" = 0'

0 0' 0' 0'

REG. # 1018
Thomas H. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-8
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 AHS Residential - Landscape Plan - update 4	

©Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.



LOCATION MAP

LEGAL DESCRIPTION

PARCEL 1:

A PORTION OF TRACTS 66, 67 & 68, OF REVISED PLAT OF PORT SEWALL LAND COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 PAGE 7 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF INDIAN STREET AND THE WEST RIGHT OF WAY LINE OF COMMERCE AVENUE AS SHOWN IN OFFICIAL RECORDS BOOK 959 PAGE 2139; THENCE S.66°47'40"W., ALONG THE NORTH LINE OF SAID TRACT 68 AND THE SOUTH RIGHT OF WAY LINE OF INDIAN STREET A DISTANCE OF 269.86 FEET TO THE NORTHWEST CORNER OF SAID TRACT 68; THENCE S.23°12'20"E., ALONG THE WEST LINE OF TRACT 68 A DISTANCE OF 724.91 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 68; THENCE N.66°47'40"E., ALONG THE SOUTH LINE OF SAID TRACTS 68, 67 & 66, A DISTANCE OF 822.90 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF COMMERCE AVENUE; THENCE N.37°16'10"W., ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 7.23 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 435.0 FEET AND A CENTRAL ANGLE OF 35°31'49"; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 269.75 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 515.0 FEET, AND A CENTRAL ANGLE OF 49° 31'44"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE AN ARC DISTANCE OF 445.19 FEET TO A POINT OF TANGENCY; THENCE N.23°16'15"W., ALONG SAID RIGHT OF WAY A DISTANCE OF 100.04 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 301,842.96 SQUARE FEET, 6.9225 ACRES, +/-.

(TOGETHER WITH)

PARCEL 2:

THAT PART OF TRACTS 103, 104 AND 105, SEWALL'S POINT LAND COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 7 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, LYING NORTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF SE FISCHER STREET AND SE COMMERCE AVENUE; THENCE SOUTH 66 DEGREES WEST 304.68 FEET, THENCE NORTH 23 DEGREES WEST 40 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTHWEST 206.37 FEET, THENCE NORTH 37 DEGREES WEST 149.84 FEET, THENCE SOUTH 66 DEGREES WEST 253.59 FEET, THENCE NORTH 23 DEGREES WEST 40 FEET AND THENCE SOUTH 66 DEGREES WEST 254.68 FEET TO THE WEST LINE OF LOT 103 AND THE POINT OF TERMINUS OF SAID LINE.

PARCEL CONTAINING 306,243.29 SQUARE FEET, 7.0074 ACRES, +/-.

TOTAL ACREAGE CONTAINING 608,786.25 SQUARE FEET, 13.9299 ACRES, +/-.

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

AC	ACRE	EOP	EDGE OF PAVEMENT	N & W	NAIL & WASHER	PRC	PERIMETER				
A/C	AIR CONDITIONER	EOW	EDGE OF WATER	N & T	NAIL & TAB	R	RADIUS				
ALUM	ALUMINUM	EM	ELECTRIC METER	NAVD	NATIONAL GEODETIC VERTICAL DATUM	RAD	RADIAL				
ANCH	ANCHOR	ES	ELECTRIC SERVICE	NO ID	NO IDENTIFICATION	RBS	RAILROAD SPIKE				
APPROX	APPROXIMATE	ESP	ELECTRIC SERVICE POLE	NTS	NOT TO SCALE	RNG	RANGE				
AVE	AVENUE	ELEV	ELEVATION	NAD	NORTH AMERICAN DATUM	RLS	REGISTERED LAND SURVEYOR				
BRG	BEARING	1.17.00	EXISTING ELEVATION	ORB	OFFICIAL RECORD BOOK	RCP	REINFORCED CONCRETE PIPE				
BM	BENCH MARK	F	FENCE	OH	OVERHEAD	RW	RIGHT OF WAY				
BLVD	BOULEVARD	F	FIELD MEASUREMENT	OW	OVERHANG	RR	SANITARY SEWER				
BLDG	BUILDING	FND	FENCE	OHW	OVERHEAD WIRE	SECT	SECTION				
BM	BENCHMARK	FFE	FINISHED FLOOR ELEVATION	PG	PAGE	SET I.R.	SET 5/8" IRON BAR & CAP #4848				
CATV	CABLE TELEVISION BOX	FH	FIRE HYDRANT	PK	PARKER-KALON NAIL	SET PK	SET PK NAIL & WASHER #4848				
C	CHULA-LATED	FPL	FLORIDA POWER & LIGHT	PK & TT	PARKER-KALON NAIL & "BY TAB"	SIR	SIRON RULE				
CB	CATCH BASIN	FOC	FOUND	PK & W	PARKER-KALON NAIL & WASHER	SIR	SIRON LAW				
CM	CONCRETE MONUMENT	FND	FOUND	PL	PLAT	SBT	SOUTHERN BELL TELEPHONE BOX				
CLV	CHAINLINK FENCE	HSE	HOUSE	PRM	PERMANENT REFERENCE MONUMENT	SQFT	SQUARE FEET				
CENT	CENTER	I & E	INGRESS & EGRESS EASEMENT	P	PLAT	SUBD	SUBDIVISION				
CONC	CONCRETE	INV	INVERT	PB	P.B.#/PG#	T	TANGENT				
CBS	CONC BLOCK STRUCTURE	IB	IRON BAR	POC	POINT OF COMPOUND CURVATURE	TCE	TEMPORARY CONSTRUCTION EASEMENT				
CM	CONCRETE MONUMENT	IP	IRON PIPE	POB	POINT OF BEGIN	TOB	TOP OF BANK				
CMP	COULD NOT FIND	IR & C	IRON BAR & CAP	POC	POINT OF COMMENCE	TOE	TOE OF SLOPE				
CPP	CONCRETE POWER POLE	IP & C	IRON PIPE & CAP	POI	POINT OF INTERSECTION	TYP	TYPICAL				
CR	CORNER	JB	JUNCTION BOX	POL	POINT OF LINE	TOW	TOWER				
CSN	COVERED	LC	LANDSCAPE EASEMENT	POT	POINT OF TERMINUS	TRANS	TRANSFORMER				
CMP	CORRUGATED METAL PIPE	LB	LICENSED BUSINESS NUMBER	PRC	POINT OF RECURVE CURVATURE	UDE	U/TILITY & DRAINAGE EASEMENT				
CVU	CONCRETE VALLEY GUTTER	LP	LIGHT POLE	PT	POINT OF TANGENCY	UE	UTILITY EASEMENT				
D	DEED	M & W	MAG NAIL & WASHER	PP	POWER POLE	UP	UTILITY POLE(S)				
D/E	DRAINFIELD	MAG	MAG NAIL	PUE	PRIVATE UTILITY EASEMENT	UG	UTILITY POLE				
DE	DRAINAGE EASEMENT	MDE	MAINTENANCE DRAINAGE EASEMENT	PLS	PROFESSIONAL LAND SURVEYOR	WM	WATER METER				
DF	DRAINAGE FLOW	MH	MANHOLE	P	PROPERTY LINE	WV	WATER VALVE				
ESMT	EASEMENT	MHW	MEAN HIGH WATER LINE	PROP	PROPOSED	WPP	WOOD POWER POLE				
EDN	EDGE OF CONCRETE	NL	NAIL	● 17.00	PROPOSED ELEVATION	#	QUANTITY				

1. PROPERTY ADDRESS: SE COMMERCE AVENUE
2. CERTIFIED TO:
   -AHS RESIDENTIAL, LLC

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA

Date of field survey: 01/23/2017

NOTES:

1. Survey of description as furnished by Client.
2. Lands shown hereon were not abstracted for easements and/or rights-of-way of record.
3. The bearings shown hereon are based on State Plane Coordinates, NAD 1983/1990, adjusted, Florida East Zone, using Geodetic Monuments, and reference a calculated bearing of S66°19'21"E, on the North Line of Tract 68.
4. Elevations shown hereon are relative to North American Vertical Datum of 1988, and are based on benchmark CGM-MIA.
5. There are no above ground encroachments, unless otherwise shown.
6. The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C0191G, dated 03/16/2015, locates the parcel in Zone X, base flood elevation N/A feet; subject to any scaling and interpolation factors associated with mapping of this accuracy. This data is an interpretation by the surveyor and is provided as a courtesy. The flood zone(s) should be verified by a determination agency.
7. Underground foundations & utilities not located unless shown.
8. The expected use of the survey and map is for Commercial Purposes.
9. All measurements are in accordance with the United States standard, in feet.
10. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

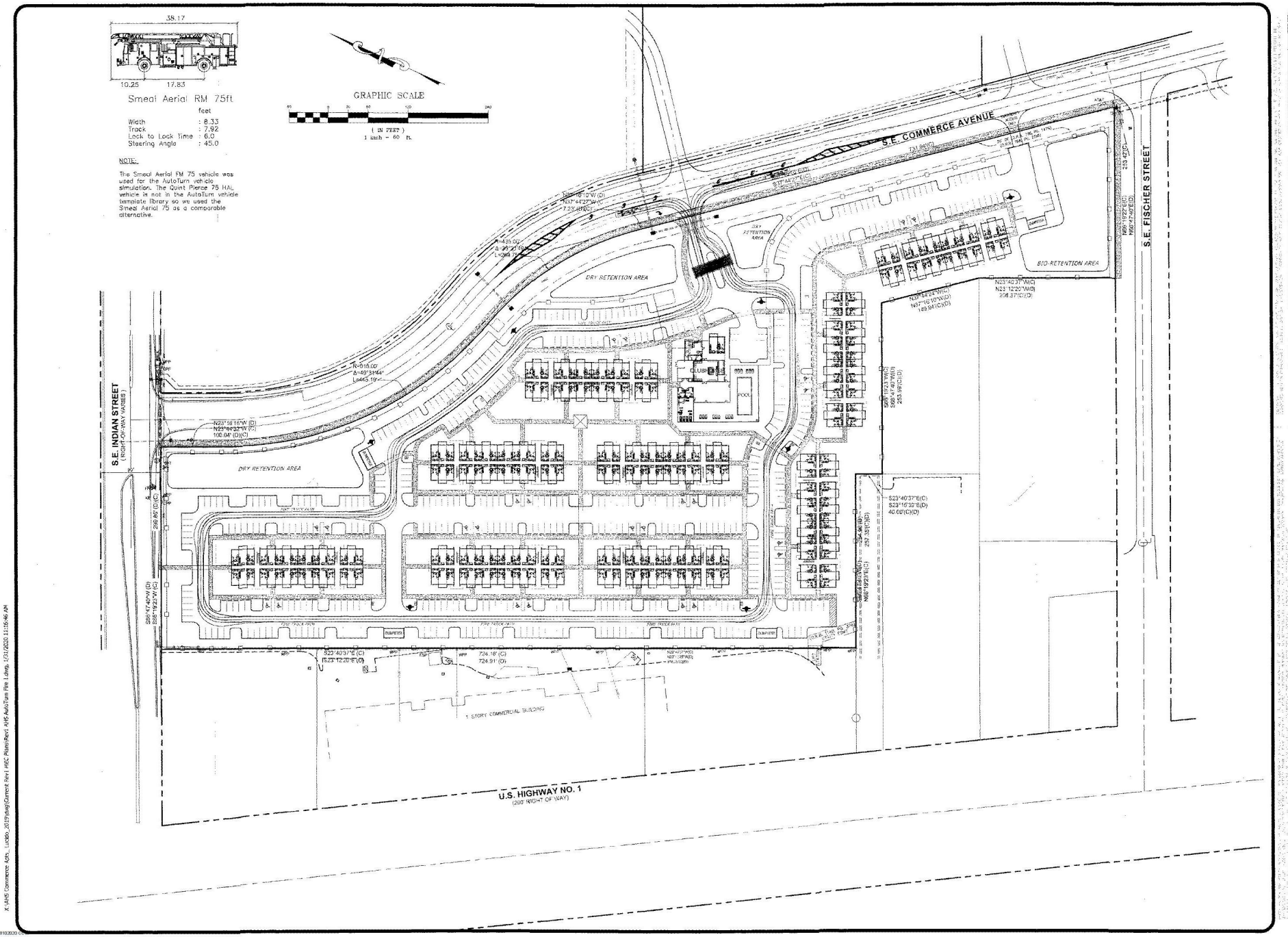
REVISIONS	BY
UPDATE SURVEY 04/19/2019	S.J.B.
TITLE WORK 04/19/2019	S.J.B.
COMBINE PARCELS 06/19/2019	S.J.B.
ADDED 20' EASEMENT 06/01/2019	S.J.B.
FILE:	

PREPARED FOR: AHS RESIDENTIAL, LLC

STEPHEN J. BROWN, INC
LICENSED BUSINESS NUMBER: 6494
SURVEYORS · DESIGNERS · LANDPLANNERS · CONSULTANTS
619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: sjbinc@bellsouth.net PHONE: (772)-283-7176

BOUNDARY AND TOPOGRAPHIC SURVEY

DRAWN	S.J.B.
CHECKED	S.J.B.
DATE	06/11/2019
SCALE	1" = 80'
JOB NO.	6988-04-02
SHEET	ONE
OF ONE	SHEETS



DATE	REVISIONS
11.22.19	REVISED LAYOUT
1.30.20	REV PER CITY-CLIENT

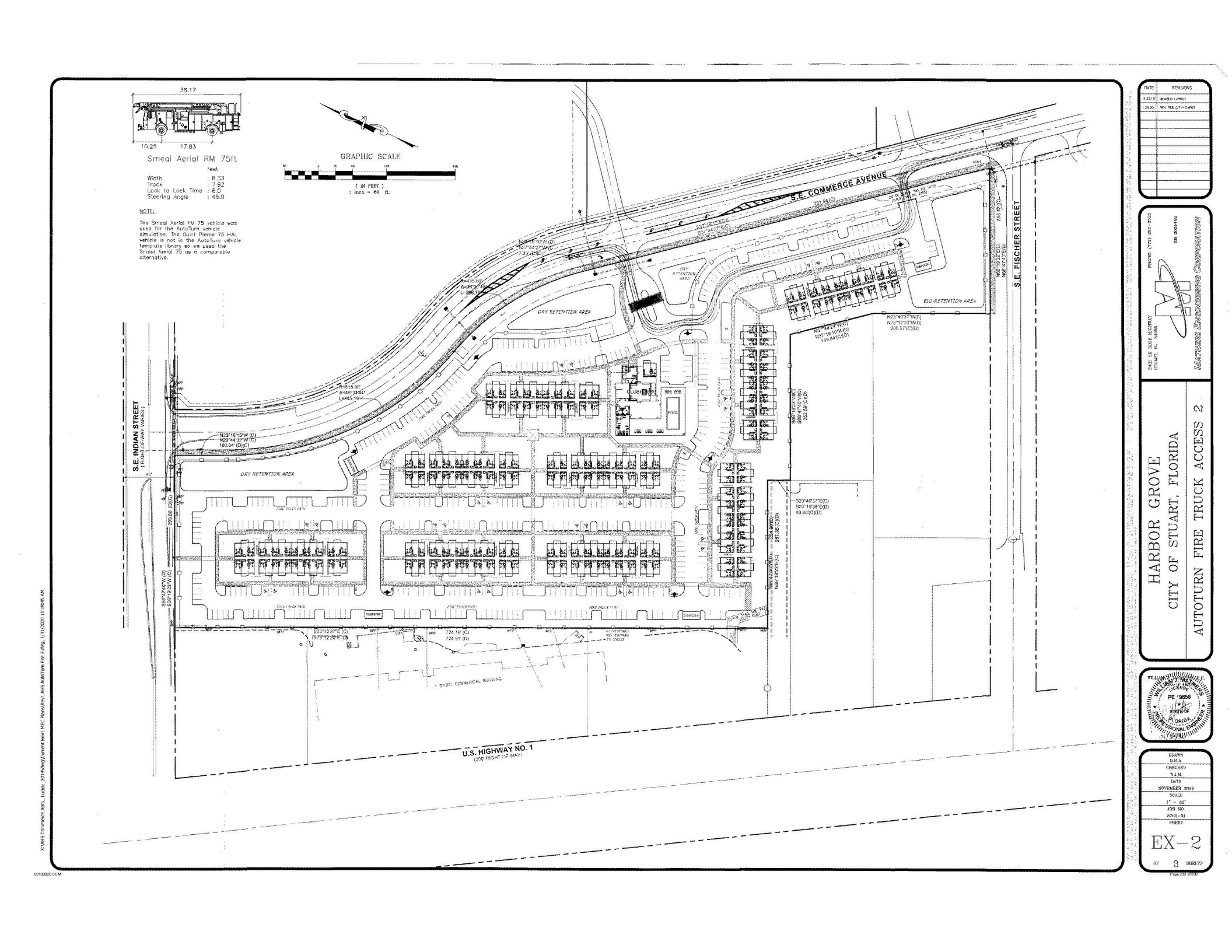
MATHEWS ENGINEERING CORPORATION
2431 SE DIXIE HIGHWAY
STUART, FL 34996
PHONE: (772) 597-0505
FAX 0004456

HARBOR GROVE
CITY OF STUART, FLORIDA
AUTOTURN FIRE TRUCK ACCESS 1

WILLIAM L. MATHEWS, P.E.
LICENSE
PE 19658
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DRAWN	D.H.A.
CHECKED	W.L.M.
DATE	NOVEMBER 2019
SCALE	1" = 60'
JOB NO.	3750-01
SHEET	EX-1
OF	3 SHEETS

X:\AHS Commerce Adm_Lucido_2019\dwg\Current Rev\ HEC Plans\Rev1 AHS AutoTurn Fire 1.dwg, 1/31/2020 11:15:46 AM



DATE	REVISIONS
11.23.19	REVISED LAYOUT
1.30.20	REV PER CITY-CLIENT

2121 SE DIXIE HIGHWAY
STUART, FL 34996
PHONE (772) 287-2525
EB 0004466
MATTHEWS ENGINEERING CORPORATION

HARBOR GROVE

CITY OF STUART, FLORIDA

AUTOTURN FIRE TRUCK ACCESS 2

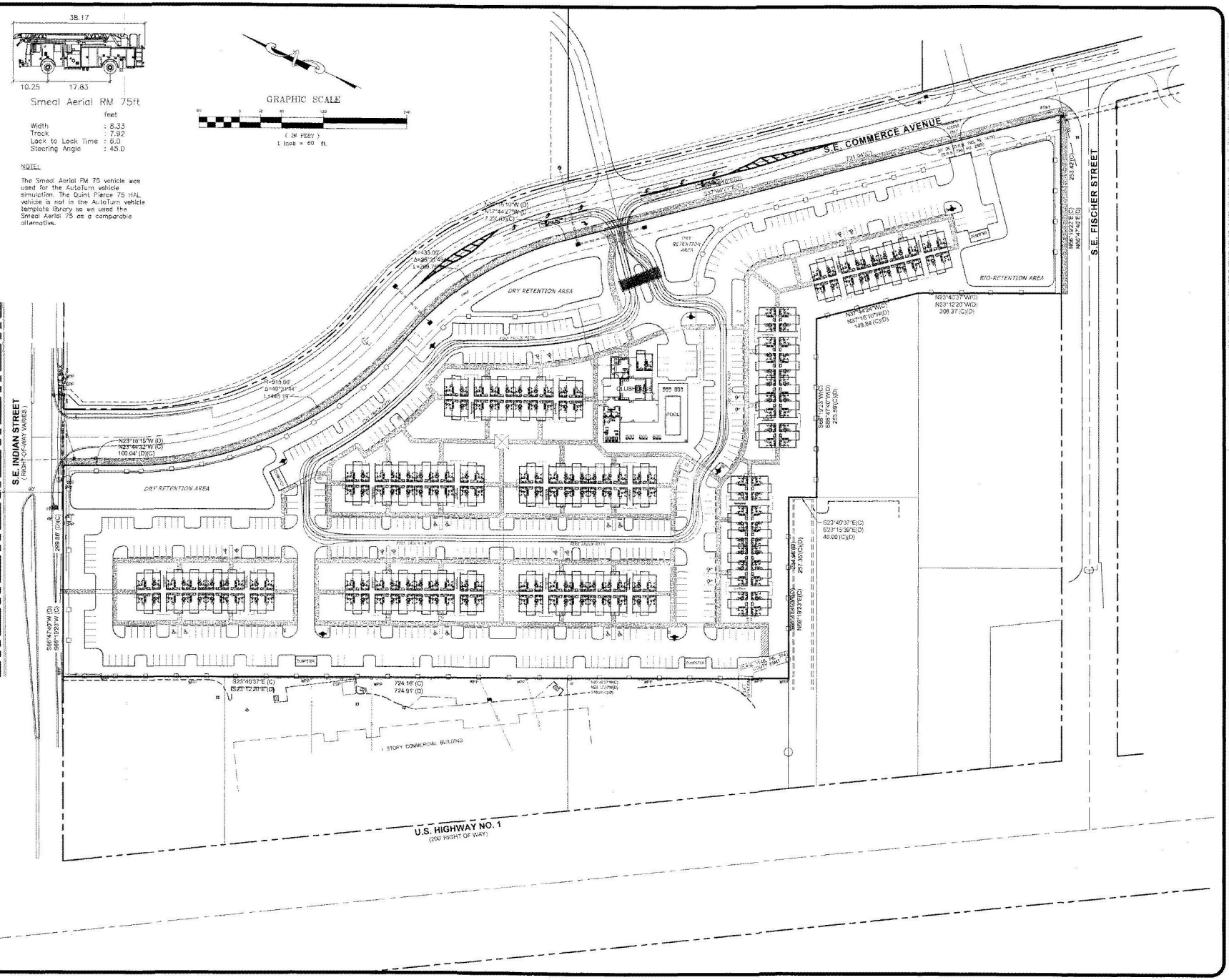
WILLIAM H. MATTHEWS
LICENSE
PE 19658
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

DRAWN	D.H.A.
CHECKED	W.H.M.
DATE	NOVEMBER 2019
SCALE	1" = 60'
JOB NO.	2768-01
SHEET	EX-2

OF 3 SHEETS

X:\AHS Commerce Apts., Lucido, 2019\dwg\Current Heal MEC Plans\Rev1 AHS AutoTurn Fire 2.dwg, 1/31/2020 11:18:45 AM

08102020 cc M



DATE	REVISIONS
11.29.19	REVISED LAYOUT
1.30.20	REV PER CITY-CLIENT

MATHERS ENGINEERING CORPORATION
2431 SE DIXIE HIGHWAY
STUART, FL 34996
PHONE: (772) 287-0525
EB 0004406

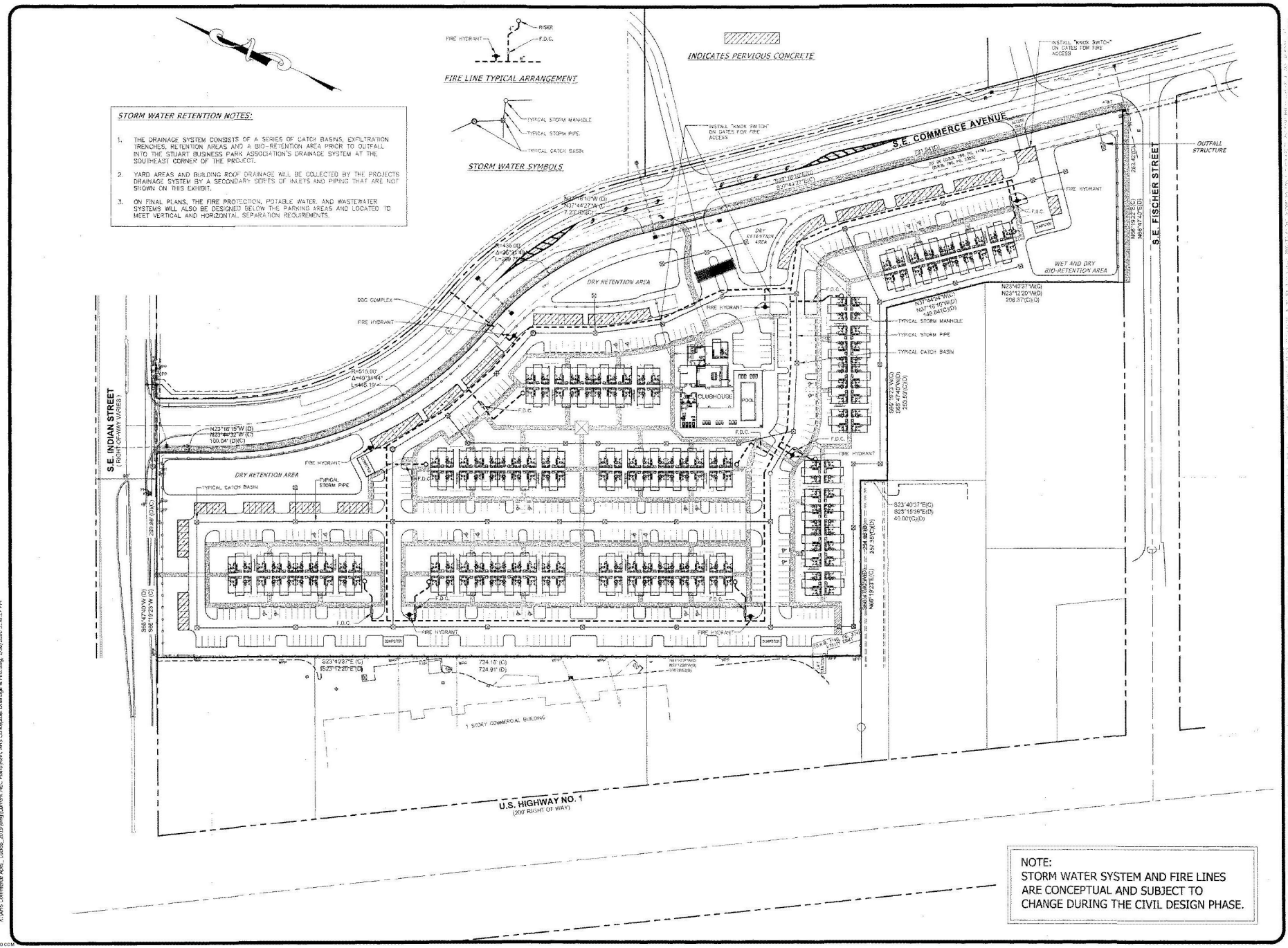
HARBOR GROVE
CITY OF STUART, FLORIDA
AUTOTURN FIRE TRUCK ACCESS 3

WILLIAM M. MATHERS, JR., E.
LICENSE
PE 19658
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DRAWN D.H.A.
CHECKED W.J.M.
DATE NOVEMBER 2019
SCALE 1" = 60'
JOB NO. 3780-01
SHEET EX-3
OF 3 SHEETS

X:\AMS Commerce Apts_Lucido_2019\dwg\Current Rev1 MEC Plans\Rev1 AMS AutoTurn Fire 3.dwg, 1/31/2020 11:22:35 AM

08102020 CCM



STORM WATER RETENTION NOTES:

1. THE DRAINAGE SYSTEM CONSISTS OF A SERIES OF CATCH BASINS, EXFILTRATION TRENCHES, RETENTION AREAS AND A BIO-RETENTION AREA PRIOR TO OUTFALL INTO THE STUART BUSINESS PARK ASSOCIATION'S DRAINAGE SYSTEM AT THE SOUTHEAST CORNER OF THE PROJECT.
2. YARD AREAS AND BUILDING ROOF DRAINAGE WILL BE COLLECTED BY THE PROJECTS DRAINAGE SYSTEM BY A SECONDARY SERIES OF INLETS AND PIPING THAT ARE NOT SHOWN ON THIS EXHIBIT.
3. ON FINAL PLANS, THE FIRE PROTECTION, POTABLE WATER, AND WASTEWATER SYSTEMS WILL ALSO BE DESIGNED BELOW THE PARKING AREAS AND LOCATED TO MEET VERTICAL AND HORIZONTAL SEPARATION REQUIREMENTS.

NOTE:
STORM WATER SYSTEM AND FIRE LINES ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING THE CIVIL DESIGN PHASE.

DATE	REVISIONS
11-22-19	REVISED LAYOUT
1-30-20	REV PER CITY-CLIENT

MATHERS ENGINEERING CORPORATION
2431 SE DIXIE HIGHWAY
STUART, FL 34996
PHONE: (772) 267-6520
EB 0004466

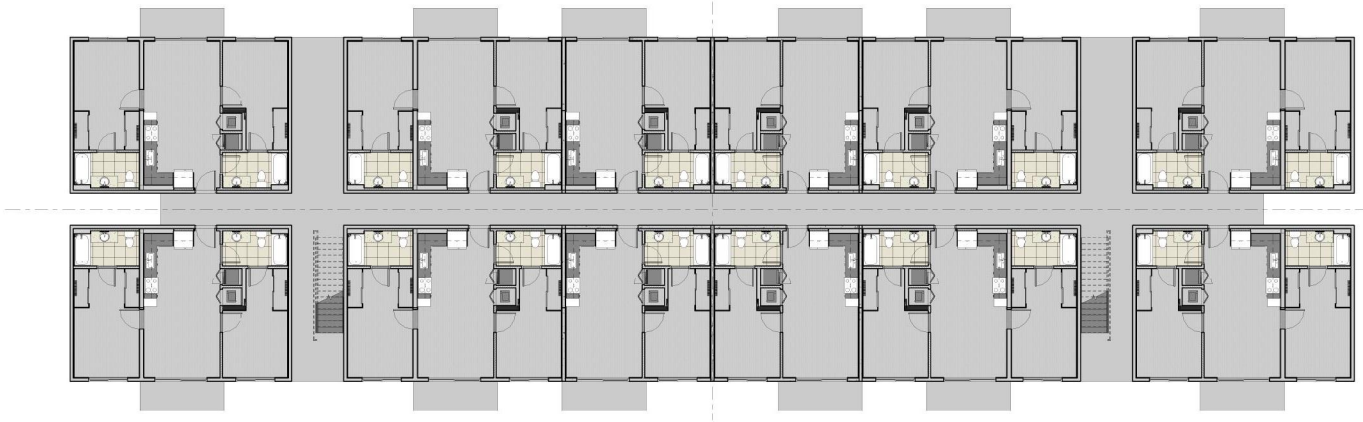
HARBOR GROVE
CITY OF STUART, FLORIDA
CONCEPTUAL DRAINAGE & FIRE LINES

WILLIAM J. MATHERS, P.E.
LICENSE
PE 19658
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DRAWN	D.H.A.
CHECKED	W.J.M.
DATE	NOVEMBER 2019
SCALE	1" = 60'
JOB NO.	3760-01
SHEET	1 OF 1 SHEETS

X:\AHS Commerce Apts_Ludda_2019\dwg\Current MEC Plans\Rev1 AHS Conceptual Drainage & Fire.dwg, 1/30/2020 3:58:27 PM

08102020 CCM



1 T.O. OF FINISH FLR.
1/8" = 1'-0"



2 EAST ELEVATION
3/32" = 1'-0"

3 NORTH ELEVATION
3/32" = 1'-0"



5 WEST ELEVATION
3/32" = 1'-0"

4 SOUTH ELEVATION
3/32" = 1'-0"

ahs RESIDENTIAL
DEVELOP • BUILD • MANAGE
12895 SW 132nd ST • 202
MIAMI, FLORIDA 33186 • (305) 256-1612

BELLÓN

12930 S.W. 125 STREET
SUITE 203
MIAMI, FLORIDA 33186
T. (305) 278-7776
F. (305) 278-7478
WWW.BELLONMIAMI.COM
AA-26002616
ARCHITECTURE
LAND PLANNING
INTERIORS
CONSTRUCTION MANAGEMENT

AHS AT HARBOR GROVE
A RENTAL COMMUNITY

MARK	DATE	DESCRIPTION

PROJECT No. Project Number
DRAWN BY: A.C
CHECKED BY: LB
DATE: 07/22/19

LEOPOLDO BELLON, AIA (#A-8787)

SHEET TITLE

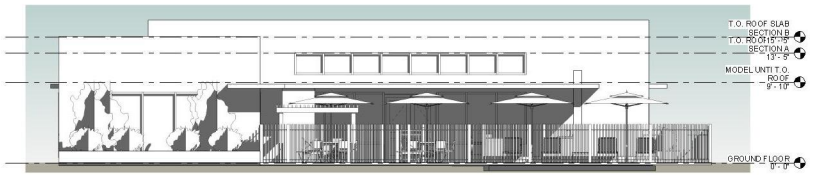
A101

SHEET OF

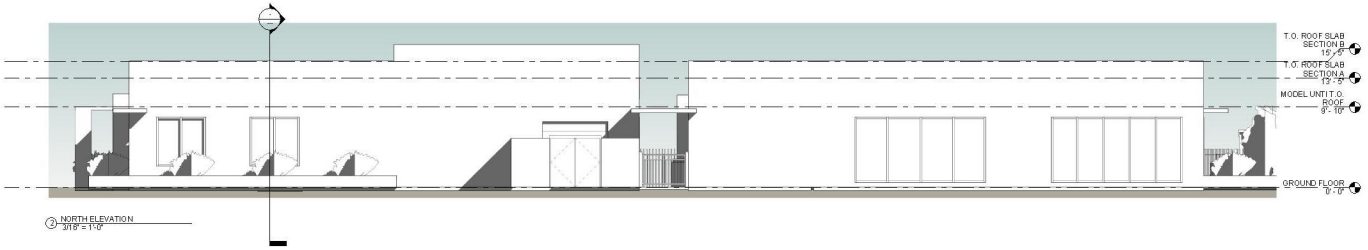
\\AHS-DNAP-1\Bellon\AHS-PROJECTS\AHS-Construction Documents\AHS-PROJECTS\AHS-STUARTNEVT\AHS-HARBOR GROVE.rvt



1 EAST ELEVATION
3/16" = 1'-0"



4 WEST ELEVATION
3/16" = 1'-0"



2 NORTH ELEVATION
3/16" = 1'-0"



3 SOUTH ELEVATION
3/16" = 1'-0"

C:\Users\KLaucenz\Documents\AHS-CLUB HOUSE REVISED_KLaucenz.rvt

ahs RESIDENTIAL
DEVELOP • BUILD • MANAGE
12895 SW 132nd ST • 202
MIAMI, FLORIDA 33186 • T (305) 275-7772

BELLÓN

12950 S.W. 128 STREET
SUITE 205
MIAMI, FLORIDA 33186
T. (305) 275-7776
F. (305) 275-7478
WWW.BELLONHEARNS.COM
AA-26002618
ARCHITECTURE
LAND PLANNING
INTERIORS
CONSTRUCTION MANAGEMENT

AHS-PROPOSED CLUB HOUSE
AHS
Enter address here

No.	DATE	DESCRIPTION

PROJECT No. Project Number
DRAWN BY: Author
CHECKED BY: Checker
DATE: 11/04/15

INTERIOR DESIGN, AIR (AS-0737)

ELEVATIONS

A102

SHEET OF

Luminaire Schedule					
Symbol	Qty	Label	LLF	Description	Lum. Lumens
	77	80 A	0.903	EVERFINE - KM2T-80W Type IV	9448
	54	SA4	0.903	EVERFINE - KM2T-150W Type IV	17520

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
BLDG 1 WALKWAY	Fc	5.31	14.4	0.7	7.59	20.57
BLDG 2 WALKWAY	Fc	5.76	14.1	0.6	9.60	23.50
BLDG 3 WALKWAY	Fc	6.52	14.2	0.6	10.87	23.67
BLDG 4 WALKWAY	Fc	5.66	16.4	0.5	11.32	32.80
BLDG 5 WALKWAY	Fc	6.26	15.0	0.7	8.94	21.43
BLDG 6 WALKWAY	Fc	6.52	14.2	0.6	10.87	23.67
BLDG 7 WALKWAY	Fc	6.77	14.6	0.7	9.67	20.86
BLDG 8 WALKWAY	Fc	5.72	13.7	0.7	8.17	19.57
BLDG 9 WALKWAY	Fc	6.42	14.1	0.6	10.70	23.50
CLUBHOUSE	Fc	5.01	14.1	0.7	7.16	20.14
ENTRY WALKWAY	Fc	5.97	8.5	1.7	3.51	5.00
NO BLDG 5 WALKWAY	Fc	3.52	6.1	1.1	3.20	5.55
PARKING LOT	Fc	3.47	12.5	0.6	5.78	20.83

CALCULATIONS AT GROUND

REFLECTANCES ARE .50

Rev. #	Description	Rev. Date
R1	.....	02/07/2019
R2	.....	.....
R3	.....	.....
R4	.....	.....
R5	.....	.....

Disclaimer
The calculations are layouts are based on project specifications provided to us. Actual or measured values may differ from those used due to differences in calculation methods, starting light levels, tolerances, etc. Not included in the voltage, temperature, atmospheric conditions and other factors that may affect the performance of the lighting system. Actual site conditions, including environmental elements which we have no control over, may significantly affect calculated light levels. It is the responsibility of the owner and/or their representative to verify that the actual light levels meet our recommendations. Komee Lighting, USA accepts no responsibility, and shall be in no responsibility of the performance of the lighting system if the owner and/or their representative chooses not to verify that the actual light levels meet our recommendations. Komee Lighting, USA accepts no responsibility, and is hereby released from any and all liability.

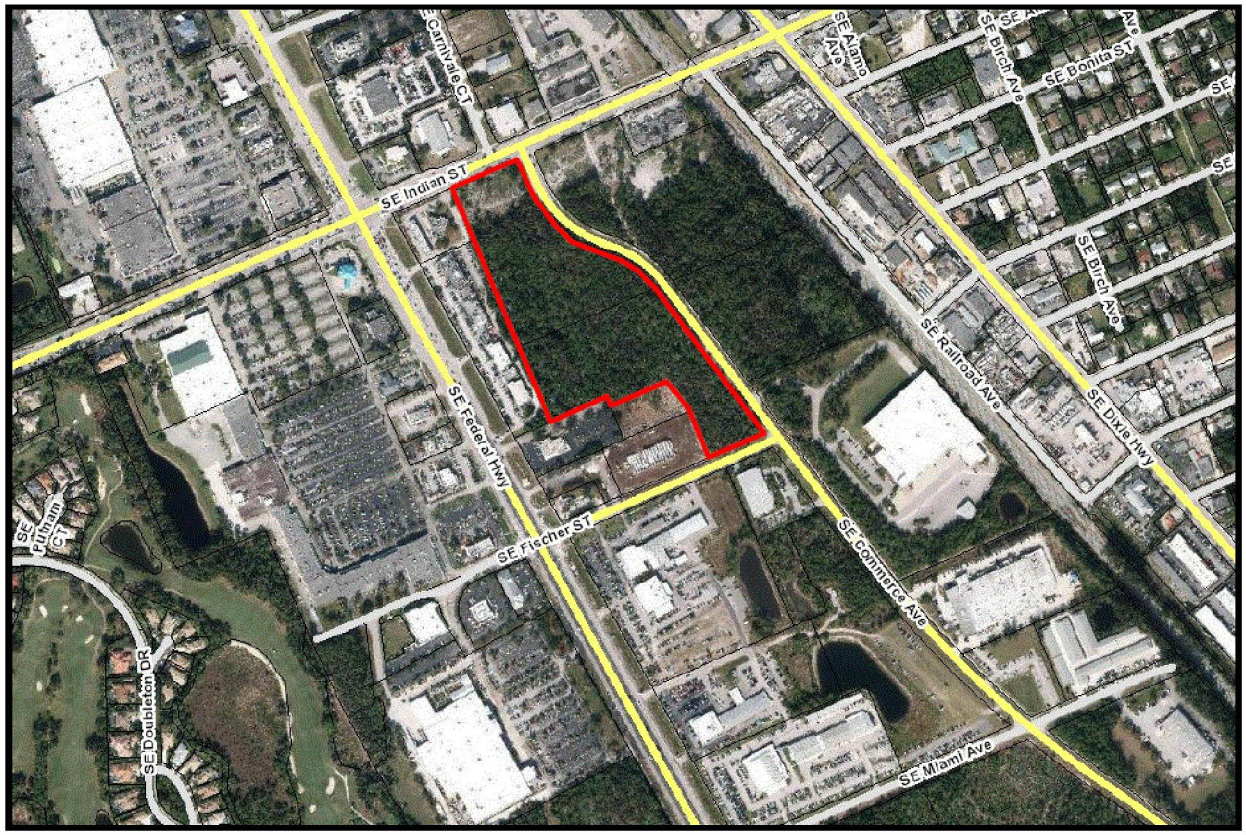
KOMEE

Project:
BANYON RIDGE
SITE PLAN
For:
Client Name:
Specified:
Komee Lighting, USA


U.S. HIGHWAY NO. 1
(200' RIGHT OF WAY)
S.E. FISHERMAN'S STREET
(50' R/W) (O.R.B. 681 PG. 1662)
S.E. COMMERCE AVENUE
(80' R/W) (O.R.B. 651 PG. 1601)
BIO-RETENTION AREA
RETENTION AREA
POOL
CLUBHOUSE
Building 1
Building 2
Building 3
Building 4
Building 5
Building 6
Building 7
Building 8
Building 9
Building 10
Building 11
Building 12
Building 13
Building 14
Building 15
Building 16
Building 17
Building 18
Building 19
Building 20
Building

CITY OF STUART
City Commission
August 24, 2020

Project Name: Harbor Grove Apartments RPUD - FLU & Zoning change	**Property Owner:** Ted Glasrud Associates Fl, LLC
Project No.: Z19080005	**Applicant/Petitioner:** Doug Fitzwater, AHS Residential
Ordinance No: 2436-2020	**Agent/Representative:** Doug Fitzwater, Lucido and Associates
	Case Planner: Tom Reetz
Location: West of S.E. Commerce Ave.; south of S.E. Indian Street and north of S.E. Fischer Street.	



PROJECT SUMMARY		
Property Size (area)		13.93 Acres
Present Use		Undeveloped
Subject Property Land Use		Commercial
Adjacent FLU	*North*	Martin County – Industrial
	South	City of Stuart Commercial
	East	City of Stuart, Commercial
	West	City of Stuart Commercial & Martin County Industrial

Subject Property Zoning		CPUD
Adjacent Zoning	*North*	Martin County M-1 Industrial
	South	City of Stuart CPUD
	East	City of Stuart CPUD
	West	City of Stuart CPUD
Proposed Land Use Designation & Zoning District		Multi-family Density Residential (RPUD)
Proposed Zoning District		Residential Planned Unit Development RPUD
Proposed Use		324 Multi-family Apartments
City Approvals		Building Department – No comments at this time. Fire Department – See comments attached Public Works – See comments attached Police Department – No comments at this time
Brief Explanation		The intent of this application is to request a Large-scale future land use map (FLUM) amendment to the City's Comprehensive Plan Residential Planned Unit Development assigning a "Multi-Family Density Residential" land use, and a Zoning designation of (RPUD) on the City of Stuart Zoning Map. The subject property is 13.93 acres. The property is currently undeveloped. The intent of this project is to allow 324 attached multi-family apartment homes within 9 buildings to be developed on the site while enhancing on site stormwater systems.
Staff Recommendation: Staff recommends approval for the Future Land Use designation to Multi-Family Density Residential and zoning district designation to RPUD (Residential Planned Unit Development).		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The applications for the Future Land Use amendment to Multi-Family Density Residential, and zoning district designation to RPUD have been noticed in accordance with the requirements set forth in Sections 11.01.02, 11.01.09, and 11.02.00 of the Land Development Regulations.

B. Site Posting Date: 4.25-2020

C. Mail Notice Postmark: 4.25-2020 to property owners within 300 feet

D. Publication Date: 10 days prior to Second Reading

II. LARGE SCALE COMPREHENSIVE PLAN AMENDMENT AND ZONING MAP AMENDMENT ORDINANCE NO. 2436-2020

III. APPLICATION: Dated August 4, 2019

IV. HISTORY OF THE SITE

The 13.93-acre parcel was annexed into the city as part of a mass annexation effort in the Spring and Fall of 1997. The applicant is requesting to assign a RPUD zoning district to establish a new site plan and is requesting to assign a Future Land Use designation of Multi-Family Residential in order develop the property for 324 multi-family residential units.

V. STAFF ANALYSIS

A. Site and Area Characteristics

The subject property consists of two parcels totaling 13.93 acres in size, located West of S.E. Commerce Avenue, south of S.E. Indian Street and north of S.E. Fischer Street.

B. Project Description

A Master Site Plan has been laid out with 324 multi-family apartments within 9 three-story apartment buildings with retention ponds/bio-swales strategically placed to enhance the stormwater aspect of the project. The site includes a gated entry with generous landscaping that is the result of planting mitigation inches back onto the site.

C. Future Land Use Amendment and Comprehensive Plan Consistency Review

A review of the Comprehensive Plan finds that the proposed list of uses that are consistent with the proposed Multi Density Future Land Designation:

> *This land-use category is allows for two or more dwelling units per building. Includes single family detached, duplex/townhomes, apartments, condominiums, patio homes, garden homes, and adult living facilities, foster homes and zero-lot- line residences. Also public facilities, churches day care centers, schools and electric distribution substations are allowed.*

Section 11.01.05G.1 (large-Scale Comprehensive Plan Amendments) of the Land Development Code requires the Local Planning Agency to consider the following criteria prior to making an advisory recommendation to the City Commission:

The existing land use pattern;
The existing land use pattern surrounding the project area consists of commercial properties along SE Federal Highway. And, to the north, south and west of the property there are existing businesses for potential employment, as well as the large business park to the south will provide job opportunities for the residents.

The possible creation of an isolated land use classification unrelated to adjacent and nearby classifications;
No, the proposed residential community would not create an isolated land use classification. Although the residential community would be a separate land use to the surrounding commercial properties, the nearby businesses will provide grocery, dining and job opportunities for the residential project

The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as schools, utilities and streets;

No. The multifamily land use and the proposed project will rely on Martin County Utilities for services which have sufficient capacity to service the proposed project. The school capacity will be coordinated with the Martin County school board and concurrency will be reserved at the time of construction plan permitting for the AHS at Harbor Grove RPUD. The streets have adequate capacity.

The possible overloading of the City's sewage collection, treatment and disposal facilities;

The property will not connect to the City's sewage collection, treatment and disposal facilities. The property is within the Martin County Utilities service district.

The possible overloading of the City's drainage system;

All development on the site would be required to comply with applicable City of Stuart stormwater management requirements with review and permitting from the South Florida Water Management District.

The existing classification boundaries in relation to existing conditions on the subject property;

There are no issues in this regard.

The existence of changed or changing conditions which make the passage of the proposed amendment necessary or appropriate;

The City of Stuart has shown a trend toward development of residential uses and the need for housing to support the local workforce and young professionals.

The impact of the proposed amendment upon living conditions in the adjacent neighborhood;

The type and intensity of development that would be feasible on the subject property would not create an adverse impact to nearby neighborhoods.

The impact of the amendment upon the flow of light and air to adjacent areas; The type and intensity of development that would be feasible on the subject property would not create an adverse impact upon the flow of light and air to adjacent areas.

The impact of the proposed amendment upon property values in the adjacent area;

The change in land use designation from commercial to residential would likely result in an increase in property values in the adjacent area by allowing for a local customer base for the surrounding commercial properties.

The existence of other adequate sites in the City for the proposed land use classifications already permitting such use.
There are few vacant properties in this area of Stuart with a land use of multifamily to provide town home units to existing and future residents.

D. Rezoning and Land Development Code Consistency Review

The application has been reviewed for consistency with the City's LDC. Approval of the rezoning to RPUD would allow for attached housing to be constructed at the site.

E. Technical Review by Other Agencies

The City Building, Public Works, Fire, and Police Departments have reviewed the applications and have offered their comments. See attachment to this agenda item. Each department will provide specific comments at final site approval for permitting.

The applicant will be responsible to meet all federal, state and local permitting and environmental standards. Further, the applicant will also be required to demonstrate full compliance at all times.

VI. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Staff has determined that the proposed future land use amendment to Multi-Family Density Residential and rezoning to RPUD is consistent with the goals, objectives and policies of the Comprehensive Plan and the regulations in the Land Development Code. Staff offers no objection to the requests.

Kimley»Horn

Memorandum

To: Tom Reetz, Senior Planner, City of Stuart
From: Tom Fucigna, Environmental Scientist
Date: Feb 27, 2020
Subject: AHS at Harbor Grove Land Use Amendment, Third Response

We have reviewed the additional application materials provided under a cover letter from Lucido & Associates dated Feb 5, 2020 for the referenced site and compared it to Kimley Horn's Second Response Memorandum dated December 19, 2019 and the requirements in Chapter V. Resource Protection Related to Development Standards. The following is a summary of our findings. The provided materials complete the requirements of Chapter V.

Section 5.02.00 **Environmental Assessment Report** – Complete. The applicant provided an updated Environmental Assessment Report (EA) prepared by EW Consultants, Inc. dated as revised January 2020. The revised EA includes reference to the U.S. Fish and Wildlife Service (USFWS) Endangered Species database and the Florida Department of Agriculture and Consumer Services list of state-designated plant species as having been reviewed. The revised EA includes a comprehensive description of observations conducted and likelihood of occurrence of listed wildlife and plant species.

The revised EA includes correspondence provided to the Florida Fish and Wildlife Conservation Commission and USFWS, documenting that a request for information was submitted to these agencies.

Section 5.03.00 **Wetlands** – Completed previously.

Section 5.04.00 **Environmentally Sensitive Lands** – Completed previously.

Section 5.05.00 **Tree location map and tree survey** - Completed previously.

Section 5.06.00 **Mangrove and Shoreline Protection** – Completed previously. N/A.

Section 5.07.00 **Floodplains and Flood Damage Prevention** – Completed previously.

Section 5.08.01 **Martin County Wellfield Protection Ordinance** – Complete. The applicant provided a letter dated December 13, 2019 and an attached map from Mathers Engineering Corporation, documenting that the project site is not in a wellfield protection zone.

Section 5.09.00 **Historic Preservation** – Complete. The applicant provided a Cultural Resource Assessment Survey report (CRAS) prepared by Environmental Services, Inc. and dated January 2020. The CRAS concluded that "no archaeological sites, isolated artifacts, or historic structure remains were

encountered within the project boundaries" and "recommended that the proposed project proceed without further concern for impacts to significant cultural resources."

Kimley»Horn

To: Tom Reetz
Senior Planner
City of Stuart Development Department

From: Nicholas J. Mora, P.E.
Kimley-Horn and Associates, Inc.

Alexander R. Memering, E.I.T.
Kimley-Horn and Associates, Inc.

Date: December 18, 2019

Re: **AHS at Harbor Grove – City of Stuart, Florida**
2nd Review of Traffic Impact Analysis

Kimley-Horn has reviewed the Traffic Impact Analysis (revised September 30, 2019) prepared by O'Rourke Engineering & Planning related to the above-mentioned project. The subject project is located generally west of Commerce Avenue, south of Indian Street in the City of Stuart, Florida. The proposed development consists of 324 apartments and access to the project will be provided via a full access connection to Commerce Avenue and one full access connection on Fischer Avenue for emergency or limited access.

Based on the analysis provided, the project has the potential to generate 1,764 net new daily trips, 108 net new AM peak hour trips (28 in / 80 out), and 137 net new PM peak hour trips (84 in / 53 out).

The analysis demonstrates that adjacent impacted roadways have sufficient capacity available to support the proposed project trips and no ingress turn lanes are warranted. However, ingress turn lanes (southbound right-turn lane, southbound left-turn lane, and northbound left-turn lane) will be provided at the full access connection on Commerce Avenue based on the attached site plan. We have no further comments for the applicant at this time.

Thank you for the opportunity to assist the City of Stuart in reviewing the noted project. Please contact us if you have any questions or need additional information.

Kimley»Horn

To: Tom Reetz
Senior Planner
City of Stuart Development Department

From: Kevin Roberson, P.E.
Kimley-Horn and Associates, Inc.

Date: December 12, 2019

Re: AHS at **Harbor Grove – Stuart, Florida**
RPUD Amendment Application and Large Scale Land Use Amendment Review - Engineering

---

Dear Mr. Reetz,

Kimley-Horn has reviewed the re-submittal of the RPUD Amendment Application and the Large Scale Land Use Amendment Application and associated documents, dated November 26, 2019, prepared by Lucido and Associates for the proposed AHS at Harbor Grove development in Stuart, Florida. Please find below our review comments pertaining to the following items listed within the application:

The applicant has addressed all prior Engineering comments. We noticed the site plan layout has changed slightly but have no further comments.

Thank you for the opportunity to assist the City of Stuart in reviewing the noted project. Please contact us if you have any questions or need additional information.

Sincerely,

Kimley-Horn and Associates, Inc.



Kevin M. Roberson, P.E.
Vice President

Residential PUD

Project:	Harbor Grove RPUD
Date	3.19.2020

Adjacent N	Martin County commercial and Residential
Adjacent S	Martin County - Trailer Park - Natille Estates
Adjacent E	City of Stuart CPUD
Adjacent W	Martin County - Preserve
Total Floor Space (sq.ft)	**87,749 sq. ft. 2.01 acres bldg footprint tot.**

LDR Reference	Land Development Regulations	RPUD REVIEW STATUS
2.07.00 D.1	Land Use Designation	COMPLY
2.07.00 D.2 a	Uses	COMPLY
2.07.00 D.2 b	Compatible Residential Uses	COMPLY
2.07.00 D.2 c	Commercial (<30%)	NOT APPLICABLE
2.07.00.D.2.d	Commercial Uses (<30%) vertical	NOT APPLICABLE
2.07.00.D.3	Density	EXCEPTION REQUESTED
2.07.03 D.4.b	Open Space (>30%)	COMPLY
2.07.03 D.4.c	FAR	COMPLY
2.07.03.D.4.d	Native Vegetaion (>25%)	COMPLY

AREA, IMPERVIOUS SURFACE, SETBACK AND HEIGHT

2.04.03	Supplemental impervious surface	COMPLY
2.04.04	Supplemental setback requirements	COMPLY
2.04.05	Waterfront setbacks	NOT APPLICABLE
2.04.06	Certain street setbacks	COMPLY
2.04.07	Supplemental building height	COMPLY
2.06.00	Supplemental Use standards	NOT APPLICABLE

4.04.01	Traffic Concurrency	COMPLY
4.09.00	School Concurrency	TO BE REVIEWED

RESOURCE PROTECTION

5.02.00	Environmental Assessment	COMPLY
5.03.02	Wetland Protection	COMPLY
5.04.00	Evironmentally sensitive lands	COMPLY
5.04.03	Monitoring & Maintenance	REVIEWED AT SITE PLAN
5.05.01	Tree Survey	COMPLY
5.05.02	Tree removal	COMPLY

5.06.00	Mangrove & Shoreline	NOT APPLICABLE
5.07.00	Floodplain Management	COMPLY
Comp Plan	Comprehensive Plan	COMPLY

TRANSPORTATION

6.01.04	Sidewalks/bikeways	COMPLY
6.01.05	Bike Ped (LCD)	COMPLY
6.01.06	Access	COMPLY
6.01.07	Drive-through	NOT APPLICABLE
6.01.08	Vehicular Access	NOT APPLICABLE
6.01.09	Parking Code	EXCEPTION REQUESTED
6.01.18	Off-Street Loading	NOT APPLICABLE
6.01.19	PILOP	NOT APPLICABLE

STORMWATER

6.03.01	Generally	COMPLY
6.03.04	Management	COMPLY
6.03.08	Erosion	TO BE REVIEWED

LANDSCAPING

6.04.02	General Standards	COMPLY
6.04.02 A.1	Native Landscaping	COMPLY
6.06.02 A.2	Shade Trees Required	COMPLY
6.06.02 A.4	Banyan, Fiscus & Rubber Trees	NOT APPLICABLE
6.06.02 A.5	Proximity to power lines	COMPLY
6.06.02 A.6	Shrubs	COMPLY
6.06.02 A.7	Hedges	COMPLY
6.06.02 A.8	Vines	NOT APPLICABLE
6.06.02 A.9	Ground cover	COMPLY
6.06.02 A.10	Grass Area	COMPLY
6.06.02 B	Irrigation	REVIEWED AT SITE PLAN

LANDSCAPE DESIGN

6.04.03 A	Utility Lines (Existing and Proposed)	COMPLY
6.04.03 B.1	Landscaped Area >20%	COMPLY
6.04.03 B.2	Interior landscaping >50%	COMPLY
6.04.03 B.3	location of impervious	COMPLY
6.04.03 B.4	Mulch	COMPLY
6.04.03 B.5	Shoreline protection	NOT APPLICABLE
6.04.03 B.8	Visibility triangles	COMPLY

6.04.06	Land Use Transitions	EXCEPTION REQUESTED

LANDSCAPING - PARKING AREAS

6.04.07 A.1	Landscaped strip adjacent to street	COMPLY
6.04.07 A.2	Landscaped strip length linear feet	COMPLY
6.04.07 A.2a	Parking area adjacent to street	COMPLY
6.04.07 A.2b	Hedge/wall/berm on outside of strip	COMPLY
6.04.07 A.2c	Other Landscaping	COMPLY
6.06.07 A.2d	Grass	COMPLY
6.04.07 A.3	Shrubs/ground cover	COMPLY
6.04.07 B	parking screened from private propery	NOT APPLICABLE
6.04.07 B.1	Landscaped strip adjacent to private property	NOT APPLICABLE
6.04.07 B.2a	Parking area adjacent to private property	NOT APPLICABLE
6.04.07 B.2b	Hedge/wall/berm on outside of strip	NOT APPLICABLE
6.04.07 B.2c	Other Landscaping	NOT APPLICABLE
6.04.07 B.2d	Grass	NOT APPLICABLE
6.04.07 B.3	Shrubs/ground cover	NOT APPLICABLE
6.04.07 C.1	Parking Area (Major Dev't only)	COMPLY
6.04.07 C.2	Parking area rear and sides of building	COMPLY
6.04.07 C.3	Interior trees	COMPLY
6.04.07 C.4	Vechicle encroachment	COMPLY
6.04.07 C.5	Interior landscaped islands	COMPLY
6.04.07 C.6	Terminal landscaped islands	COMPLY
6.04.07 C.7	Interior landscaped medians	COMPLY
6.04.07 C.8	Interior shade trees	COMPLY
6.04.07 D	Visability triangles	REVIEWED AT SITE PLAN
6.04.08	Tree Requirements	COMPLY
6.04.10	Loading Storage	NOT APPLICABLE

COMMERCIAL DEVELOPMENT STANDARDS

6.05.02 B	Building Location	NOT APPLICABLE
6.05.02 C	Building Orientation	NOT APPLICABLE
6.05.02 D	Façade Design	NOT APPLICABLE
6.05.02 E	Massing	NOT APPLICABLE
6.05.02 F	Other Features	NOT APPLICABLE
6.05.02 G	Transitional Elevations	NOT APPLICABLE
6.05.03 B	Blank Wall Area	NOT APPLICABLE
6.05.03 C	Repeating Façade	NOT APPLICABLE
6.05.04	Additional Façade	NOT APPLICABLE

6.05.05	Roof Treatments	NOT APPLICABLE
6.05.06	Entryways and customer entrance	NOT APPLICABLE
6.05.07	Materials and Color	NOT APPLICABLE
6.06.00	Green Development	NOT APPLICABLE
6.07.00	Lighting	NOT APPLICABLE
6.08.00	Dumpster & Recycling	NOT APPLICABLE
6.09.05	Fences	NOT APPLICABLE
6.11.00	Signs	TO BE REVIEWED

HARBOR GROVE RPUD. COMPREHENSIVE PLAN REVIEW

FUTURE LAND USE ELEMENT

Objective A5. - Residential development.

Ensure land use compatibility by grouping complementary land use activities, including mixed-use land use developments in appropriate areas of the City. Work with the developers to integrate vehicular and pedestrian circulation systems, bike paths, parking, building location, and architectural design into a cohesive development.

Policy A5.1. The Future Land Use Element of the City's adopted Comprehensive Plan shall provide land for future residential use to promote a more compact development pattern. This shall include sufficient land suitable for the public utility facilities needed to support the projected level and pattern of development.

The proposed project is compact in form by being clustered on a site that was part of a previous planning agreement which consolidated the required native upland preservation areas in order to increase ecological functions as a basis to aggregate conservation areas in higher quality existing habitat and concurrently free up areas of lower ecological quality. There are sufficient public utilities in place to support this pattern of development and the associated impacts of the development.

Policy A5.2. Development on all vacant, un-platted areas designated as residential should be compatible with any surrounding existing homes.

There are no existing surrounding homes, although recent development approvals are proposing apartment buildings to the south. Overall, this proposal is considered to be compatible with the adjacent uses.

Policy A5.3. Wherever possible, medium density residential and recreation/open space areas should serve as buffers between higher and lower intensity residential uses to achieve an orderly land use transition.

The proposed project is of similar density (22du/ac) to recently approved project to the south.

Policy A5.5. The City shall market itself as a community for families.

The development forms part of an inventory that widens housing options for existing and new residents of the City.

Policy A5.6. The City shall maintain a height limitation of the greater of 45 feet or four stories of occupiable space for all buildings. The City shall require landscaping of all new

development and redevelopment to promote an aesthetic streetscape. The City shall require landscape buffers between single family residential and non-residential uses.

The proposal complies with the height limitation and incorporates substantial landscaping fronting the streetscape.

GOAL STATEMENT B

Minimize costs to current residents of growth, new development, and redevelopment, and encourage future land uses that maintain or enhance economical and efficient delivery of government utilities and services.

Objective B1. - Compact urban form. Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

The proposal is considered to be a good example of a compact urban form of residential infill.

Objective B3. - Desirable pattern of land uses.

Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources and facilities. Future land uses shall be designated to support the existing or planned community character, thereby prohibiting the development or expansion of uses which are inconsistent with the community's character. Reduce blighted areas through redevelopment. Land development and use regulations shall include provisions to ensure consistency with this Comprehensive Plan.

The proposal is considered to be a good use of vacant and underutilized land within the community characteristics of the City. The proposed development pattern set in part by previous development approvals avoids the inappropriate or wasteful use of land; and sets out an efficient use of land, resources and facilities.

Policy B3.2. All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities

The proposed development, by reason of proposed use, density and buffers, is considered to be compatible with and complementary to surrounding activities.

Policy B1.4. Annexation and redevelopment strategies for infill development and redevelopment should be formulated to produce a future viable economy for the City.

The proposed development site is an infill development which adds to the local economy through the increased demand for commercial, entertainment and retail services/products by new residential occupiers. The housing units will increase the spectrum and variety of residential accommodation in the City, therefore adding to a balanced housing supply.

MINUTES
LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
TO BE HELD MAY 21, 2020 AT 5:30PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FL 34994

LOCAL PLANNING AGENCY

Chair – Ryan Strom
Vice Chair – Li Roberts
Board Member – Michael Herbach
Board Member – Larry Massing
Board Member – Campbell Rich
Board Member – Bill Mathers
Board Member – Cristina de la Vega
Ex Officio – Garrett Grabowski

ADMINISTRATIVE

Development Director – Kev Freeman
Board Secretary – Jordan Pinkston

DRAFT

CALL TO ORDER

ROLL CALL
Present (Physically): Michael Herbach, Li Roberts, Ryan Strom
Present (Remotely): Cristina de la Vega, Larry Massing, Campbell Rich
Absent: Bill Mathers

APPROVAL OF MINUTES
Motion: Action: Approve.
Moved by: Michael Herbach
Seconded by: Roberts
Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS: None.

COMMENTS FROM THE BOARD MEMBERS:

Michael Herbach said that we need to work on the parking ordinance and updating the bylaws.

David Dyess said that the commission will be approving bylaws next month and they will come before the board after that.

ACTION ITEMS: None.

ORDINANCES:

1. STUART OCEAN RPUD - FIRST READING (QUASI-JUDICIAL)(RC):ORDINANCE No. 2435-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OFSTUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/OFFICE TORESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP;FOR AN 11.04 ACRES PARCEL, OWNED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATEDON THE SOUTH SIDE OF SE OCEAN BLVD BETWEEN THE POINTE ASSISTED LIVING FACILTYAND KINGSWOOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED INEXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OFEIGHTY (80) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLANTO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TOTHE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDINGFOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATION: Tom Reetz, Senior Planner 5:40PM
Kev Freeman, Development Director
Bob Raynes, Gunster Law Firm
Michael Houston, HJA Design Studio

BOARD COMMENT:

5:40PM Mike Mortell swore in attendees giving testimony.

Bob Raynes handed out proposed revisions to the ordinances.

Li Roberts asked about the entrance drawings. She suggested correcting the site plan drawings before going to City Commission.

Bob Raynes confirmed that it is the entrance on the regular site plan.

The applicant confirmed they will clarify the drawings before Commission.

Li Roberts questioned fencing regulations and responsibility for the community to make it more esthetically pleasing.

Amiee Carlson explained fencing expenses and landscaping regulations.

Li Roberts asked if the developer would be inclined to installing a fence on east ocean.

Amiee Carlson said that they do not feel like it is necessary at this time.

Li Roberts asked about removing on-street parking language and making crosswalks the same material as sidewalks. She said that she was concerned about parking at the mail kiosk and suggested an alternate parking plan.

Amiee Carlson said that there has been a lot of thought that has gone into this plan and it is a tight

Li Roberts said that she will not support the project if the mail kiosk parking is not addressed.

Michael Herbach asked if there can be a restriction in place making parking garages required for parking vehicles only. He asked about a covered bus stop.

Cristina de le Vega said that she was concerned about the opposition from Kingswood residents. She said that residents should be able to park wherever they want.

Campbell Rich asked about the land use classification they are applying for.

Tom Reetz explained why they needed to apply for an RPUD versus straight zoning. He confirmed where the buffer is located.

Larry Massing asked how the site plan would be different if it was straight zoning, and clarified it was the west buffer due to the retirement home.

Ryan Strom explained why they were confused about the parking data. He asked about trash pickup, the existing six-foot wood fence on the western buffer.

Michael Houston said they will likely end up putting a new fence.

Ryan Strom discussed the different access points and traffic.

Bob Raynes said that is being worked on and addressed.

DRAFT

Ryan Strom said that the wetland retention area is a benefit to the site. He is concerned about the mail kiosk, parking and student calculation expected to live there. He said that he appreciates all of the public meetings and shared his opinion on the resident letters the board received. He used some of the letters to ask for clarification on the resident's questions.

Campbell Rich said that he felt the board received a petition from 217 residents, not 217 individual letters. He asked…

Mike Mortell said that they didn't share an entrance.

Bob Raynes explained the history of the property.

Campbell Rich asked for details about the trail.

Michael Houston said it is a natural pine straw and mulch trail that is about 400 feet.

Cristina de la Vega said that she thinks the trail is very nice and would not want to block it with a fence. She asked about the location of the pool.

Amiee Carlson explained the location of the pools.

Ryan Strom received clarification from Mike Mortell about public comment procedures.

PUBLIC COMMENT:

1. Jack Rayno ( ) – said they will now be working with the applicant on the project and revoked their intervenor

2. Jane Cornett ( ) – attorney representing Kingswood 3. She said they have reached an agreement with Pulte that is beneficial for both parties and their board approved it yesterday morning. She listed what their agreement covers and recommended the board approve the project.

3. Laura Jobe ( ) – wanted to mention that an easement listed does not include all of the buildings in Kingswood 2. Concerned about location of mail kiosk.

4. Katie Gibbs (Kingswood Building 16) – She suggested moving…. She is concerned about the estimation of students expected to live in the community.

BOARD COMMENT:

Brief discussion occurred informing the board that the intervenor reached an agreement with Pulte Group that they believe will benefit both parties.

Li Roberts asked about parking spots next to Kingswood 3 being a possible site for the mail kiosk.

DRAFT

Michael Houston explained on the map why the kiosk is in a good spot.

The board continued discussion about the proposed motion.

MOTION: Approval with the following conditions:
1. Correct front elevation plans that show the grass between the sidewalk and road
2. Add a condition that applicant will take care of the fence on the west side of the property
3. Stripe traffic crossroads
4. Correct narrative on page 53 and 56
5. Move the mail kiosk to another location on the property and potentially eliminate the six parking spaces upon applicant discretion.

Action: Approve.
Moved by: Li Roberts
Second by: Campbell Rich
Motion failed with Li Roberts approving.

AMENDED MOTION: Approval with the following conditions:
1. Correct front elevation plans that show the grass between the sidewalk and road
2. Add a condition that they applicant will take care of fence on the west side of the property
3. Stripe traffic crossroads
4. Correct narrative on page 53 and 56

Action: Approve.
Moved by: Michael Herbach
Second by: Larry Massing
Motion passed with Li Roberts opposing.

2. HARBOR GROVE APARTMENTS RPUD - FLUM AND RE-ZONING (QUASI-JUDICIAL)(RC):ORDINANCE No: 2436-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OFSTUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'SCOMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM"COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR TWO PARCELS EQUALING 13.93ACRES, OWNED BY TED GLASRUD ASSOCIATES, FL, LLC, LOCATED ON THE WEST SIDE OFS.E. COMMERCE AVENUE, SOUTH OF S.E. INDIAN STREET, AND NORTH OF S.E. FISCHERSTREET WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ANDFURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE AHS ATHARBOR GROVE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OFTHREE HUNDRED TWENTY FOUR (324) MULTI-

DRAFT

FAMILY UNITS WITHIN NINE (9) INDIVIDUALTHREE-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN;PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT;DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN;PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALLORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR ANEFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATIONS: Tom Reetz, Senior Planner 7:38PM
Doug Fitwater, Lucido & Associates
Juan Hernandez, AHS?

BOARD COMMENT:

Li Roberts asked for clarification about a generator, wifi, fees for recreational activities, price range, center hallway between all buildings, sidewalk location, homeless population on the property, additional parking option.

The applicant clarified all questions.

Li Roberts asked to see additional photos. She said that she was concerned about language regarding rental rates and the calculation.

Juan Hernandez explained the rates that they are looking to charge per bedroom in the current market.

Discussion regarding the market and rate calculations occurred.

Li Roberts asked about interior crosswalks.

Doug Fitzwater said that they are using pervious concrete and will stripe it to indicate that it is a crosswalk.

Li Roberts asked about parking and gave possible calculations for additional parking spaces. She clarified the density with the new calculation.

Juan Hernandez explained their parking calculation and told the board that there is assigned parking.

Discussion occurred regarding parking concerns and possible options.

Michael Herbach discussed adding in green/electrical vehicle parking spaces to the project.

Juan Hernandez said that they will look into adding it into the project. He said that they would most likely assign a resident who has an electric vehicle.

DRAFT

Discussion occurred that there is no ordinance requiring electrical charging stations being implemented into projects, but it can be brought up for discussion.

Cristina de la Vega asked about the current density for the site. She asked about other project sites and their densities.

Kev Freeman spoke about the recent density analysis that the City has done.

Cristina de la Vega said that she was concerned about Indian Street and Commerce intersection.

Discussion occurred about the traffic in the area.

Campbell Rich asked the applicant about their past projects and clarification what the city gets from this project.

Juan Hernandez explained past projects and how there is a need for workforce housing in the area.

Campbell Rich asked to see rental rates for other properties they own.

Juan Hernandez said that he is offering value and would be happy to provide the board with numbers.

Campbell Rich asked about solar panels.

Juan Hernandez said that those are not financially feasible right now.

Discussion about sewer occurred.

Ryan Strom said that this project is positioned strategically for workforce housing and he thinks this is a good project to see the impact.

PUBLIC COMMENTS: None.

MOTION: Approve with the following condition:

1. Addition of school bus bench
2. Striping of eight interior crosswalks
3. Page 211 language needs to be updated
4. Infrastructure to support four level 2 charging stations
5. Fix condition number 3 language to reflect 120% max for 10 years

Moved by: Li Roberts
Second by: Michael Herbach
Motion passed with Campbell Rich opposing.

DRAFT

BOARD COMMENT: None.

STAFF UPDATE: None.

ADJOURNMENT:
Motion: Action: Adjourn.
Moved by: Michael Herbach
Seconded by: Larry Massing

Ryan Strom, Chair

Jordan Pinkston, Board Secretary

DRAFT

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD June 8, 2020
AT 5:30 PM Commission Chambers & ZOOM Telecommunications
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Merritt Matheson
Commissioner - VACANT

ADMINISTRATIVE
City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel

5:30 PM ROLL CALL – Meeting Called to Order

THIS MEETING WAS A HYBRID IN PERSON/REMOTE MEETING.

Statement by City Manager Dyess:
Pursuant to Executive Order 20-69 issued by the Office of Governor Ron DeSantis on March 20, 2020, due to COVID-19, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location and utilize communications media such as telephonic or video conferencing as provided by Florida Statute 120.54. Procedures for public comment by device; if you wish to speak during public comment, click raise hand at the bottom of the participant window. Your microphone will be unmuted when you are called on to speak. The public may choose to activate their camera if they wish. Both will be deactivated once their public comment time is completed. If attending by phone, press *9 to raise your hand, you will be called by the last three digits of your phone number. All are asked to state their name and address clearly for the record.

During Roll Call, for the record, Dyess requested the board state whether they are present in person or attending the meeting virtually.

5:32 PM Roll Call

Present: Mayor Meier, Vice Mayor Clarke, Commissioner Bruner, Commissioner Matheson (all board members in person)

Mayor Meier requested a moment of silence for the death of George Floyd, Brianna Taylor, Ahmad Arbury and countless others. A moment of silence was observed.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. GARDEN WEEK - JUNE 7-13, 2020

Ms. Donna Berger, Chairperson of the Garden Club of Stuart thankfully accepted the Proclamation and announced their Garden Tour on March 20th and presented the City with a beautiful purple orchid in honor of Garden Week.

PRESENTATIONS

2. DEPARTMENT OF HEALTH UPDATE

Ms. Carol Ann Vitani of the Florida Department of Health in Martin County provided an update on the COVID-19 status in Martin County, reporting the case count at 917 positive cases and 13 deaths. 42% of the cases are from Indiantown and 37% of the cases are from Stuart zip codes 34994 and 34997. The positivity rate is 8.3%, above the state average but in the target range. Testing provided in May was successful and is currently still provided at this time. With the available testing, the number of cases is expected to rise. Vitani encouraged all to continue safety/hygiene measures and announced additional testing sites in Indiantown and Stuart.

3. HURRICANE PREPAREDNESS PRESENTATION

Kate Cotner, Florida Power and Light (FPL) Senior External Affairs Coordinator presented on hurricane season preparations, customer outreach and communication, investments, lessons learned from past hurricanes, and the restoration process.

Police Captain Derek Ortado presented an update on the City of Stuart Emergency Management Plan, reviewed the current COVID-19 information and per NOAA Hurricane Tracker, reported the 2020 Atlantic Hurricane Season Outlook prediction of 19 named storms. Presentation included goals to prepare year around, adjustment of plans to current events, shelter protocol changes, and City EOC preparations.

6:15 PM BY CITY COMMISSIONERS

Commissioner Bruner

- **Thanked City Manager for moving Green Market to Flagler, felt the residents liked it.**

- Commented that she is glad to see some more people in the room and hopes that more can join us soon.

Vice Mayor Clarke

- Commented that Arts Moment is usually the first Monday of the month and will return.
- Received box of face masks from the Health Dept., placed in front hall for people to take.
- Shocked by recent flooding and thanked Dave Peters and Milton Leggett, our departments for what they do.
- Commented on the violation that occurred in the CRB Meeting (6/2/2020) Zoom recording, wonder if the people can be traced, stated it is a violation and against the people in our community; thankful for our manager for the way he has handled everything and wanted to let the citizens know that we were wronged and unhappy about the situation.
- Inquired about housing as it has been put on hold because of COVID, perhaps it could be a D&D at a future meeting.
- Situation/murder of Mr. George Floyd, she was approached and worked with community and City Attorney and looked at what our congress did to pass anti-racism came up with a diversity resolution, significance of June 8th, the 8th item on the agenda, and Mr. Floyd was held for 8+ minutes. Ask Police Chief to give info, guidance, and all to think of this. Commented on the participation in the Black Lives Matter and want things to change for the better and we continue to make a difference step by step.

Commissioner Matheson

- Thanked the Vice Mayor and complimented her on her words.
- Apologized for and condemned the racist comments made over the CRB zoom meeting.
- NAACP Office is offering COVID-19 testing on June 20th.
- Commented on the recent rain and flooding, our River went from a B+ to a D when graded by the Florida Oceanographic Society. Would like the fertilizer Ordinance to be put on the website as a reminder as fertilizers should not be used through hurricane season. Thankful the Corp and SFWMD for working with us.

Mayor Meier

- As Mayor of the City, apologized to Mrs. Faye James and Mr. Lewis, the Jewish community members and all members of the community for the attack.

6:34 PM Public Comment (on Vice Mayor Clarke's Motion, ie; Letter):

1) Helen McBride – Flamingo Avenue; Commented that it should have never of happened but thanked them for their apology.
2) Donald Duffy – MLK Blvd.; Commented that he was in attendance, but no one stopped to address the incident or apologize after it happened. Feels the community should have an apology from the City.
3) Laurie Prim – Manatee Terrace; Commented against racism.
4) Betty Brinkley – Nassau Avenue; Commented on racism in Martin County.

6:33 PM MOTION: Write and sign an open letter to the citizens that we condemn this attack that we apologize for it, that we recognize it, and that we look to move forward and move beyond this.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Bruner
Motion passed unanimously. 6:45 PM

Mayor Meier commented on investigating such attacks and noted the protections or the First Amendment, but a formal complaint is being filed with the IC3.

Vice Mayor Clarke requested that the City's boards and committees receive training on how to deal with disruptions.

6:48 PM COMMENTS BY CITY MANAGER

City Manager Dyess

- Introduced Ms. Natasha Chen, a law student from the University of Florida Miami as a spontaneous Arts Moment to come forward and read a poem. Natasha commented on equality and read "Let America Be America Again".
- Housing Workshop policy direction is currently being implemented in the Comp Plan.
- In reference to the Zoom bombing issue, as open government, stated the meeting was not "hacked," people are not restricted from the meeting just as they are not restricted from entering the Chambers. There is a higher level of security by separating the board members attending via Zoom from the public attending via Zoom, but during public comment, anyone can still make inappropriate comments until mutes as quickly as possible.

Mayor Meier asked if Public Works could provide a presentation on the flooding in the areas of Ocean, Flaming and Dolphin at an upcoming meeting. Asked Attorney Mortell about inappropriate public comment and his right as the meeting Chair to silence them.

Attorney Mortell replied stating the City has a civility code and the person can be asked to leave but if not hurting anyone, could say what they want.

APPROVAL OF AGENDA

6:56 PM MOTION: Move approval of the agenda as published.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Matheson
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 Minutes Max.)

1) **Faye James – Kanner Hwy; Commented on her experience as a CRB board member during the June 2nd meeting and quoted the zoom meeting interruption offensive word many times, stating she felt unprotected in her own home and upset that the board or City didn't apologize. Stated the CBR Chair, Frank Wacha laughed when the disruption happened; thanked Commissioner Matheson and Mayor Meier for their phone conversations and apologies.**
2) **Betty Brinkley – Nassau Ave.; Commented that CRA money is spent in downtown and East Stuart is treated differently, commented that they are overlooked. Feels they are not treated equal, as with the Coronavirus, no masks are being handed out.**
3) **Jonny Hunter – MLK Blvd.; Moved to comment on Item #6.**
4) **Donald Duffy – MLK Bld.; Commented on equal rights, commented on the President of the United States.**
5) **Jimmy Smith – Apache Ave.; NAACP President, commented about the complaint about the Zoom meeting and glad to see that the City publicly apologized, commented that he knows the City Manager has and will continue to do his best to prevent such instances. Announced June 20th COVID-19 testing available with food, clothing, school supplies, census registration, and the Sheriff and Police Department at the NAACP.**

Clarke requested Smith get with City Manager and Clerk to know what it takes to be an advisory board Committee so people know that they can come and be a part of a committee.

6) **Mosezella Williams – 15th; Explained a neighbor's story about not getting police help and is concerned about when she calls the Police, with all going on in society, wants to know she can trust the police.**
7) **ZOOM – Frank Wacha – Commented that he would not tolerate racism and stated he was shocked by the CRB Zoom Meeting disruption and apologized that he did not react differently. Commented that the head of the NAACP would be a great addition to some of our boards.**
8) **ZOOM – James Christie III – Commented on a direct correlation between Ms. Brinkly's comment of East Stuart being neglected and Ms. James's comment about the head of a board chuckling at a racial statement three times. Feels the Chair should have apologized and removed from the board immediately.**

CONSENT CALENDAR

4. APPROVAL OF 05/26/2020 CCM MINUTES

5. ADVISORY BOARD APPOINTMENT OF KATHERINE MAKEMSON TO THE COMMUNITY REDEVELOPMENT BOARD

END OF CONSENT CALENDAR

7:41 PM MOTION: Move approval of the Consent Calendar which includes Item #4 and 5.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Matheson
Motion passed unanimously.

COMMISSION ACTION

6. SPEEDY MART WAIVER (QUASI-JUDICIAL):

RESOLUTION No. 66-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA GRANTING A DISTANCE WAIVER TO SHAHER BARGHOUTHY OWNER OF SPEEDY MART, INC., THEREBY PERMITTING THE SALE OF PACKAGE BEER AND WINE WITHIN 500 FEET OF A SCHOOL AND WAIVING THE PARKING REQUIREMENT FOR THE POPOSED USES AT PROPERTY LOCATED AT 502 THRU 516 MARTIN LUTHER KING JR. BLVD; PROVIDING A SITE PLAN; AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Four (4) people sworn; Tom Reetz and Kevin Freeman, City of Stuart Development Department, Joseph Tumminelli, City of Stuart Police Chief, and Shaher Barghouthy.

Tom Reetz presented with a brief power point presentation reviewing the location, site plan, and conditions of approval.

Applicant Mr. Barghouthy came forward and answered questions about alcohol sales and rental space. Provided Clerk Petition to Support Speedy Mart for the record.

Public Comment:

1) **Jonny Hunter – MLK Blvd.; Opposes the sale to Mr. Barghouthy, feels he is a racist and doesn't want him in the community.**
2) **Adam Jolly – Walton Lake Dr. PSL; Commented that the plaza never used to sell alcohol, statute states that alcohol cannot be sold within 200 feet from a school without commission approval. Opposed to this waiver.**
3) **ZOOM - James Christie III – Requested clarification on the transfer of ownership, opposed.**
4) **Jonny Hunter – Came forward again and stated he does not want the man in their community.**

7:53 PM MOTION: Move we approve Resolution No. 66-2020.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Bruner
Motion passed unanimously.

7. CERP LETTER TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD):

RESOLUTION No. 67-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A LETTER TO THE SOUTH FLORIDA WATER

MANAGEMENT DISTRICT CLARIFYING THE POSITION OF THE CITY ON THE "SAVINGS CLAUSE" IDENTIFIED IN THE WATER RESOURCES DEVELOPMENT ACT OF 2000; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Ben Hogarth, Communications Liaison reported on the letter.

8:15 PM MOTION: Approve the CERP letter to the Army Corp of Engineers.
Moved by: Commissioner Matheson
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

8:16 PM Mayor called a 5-minute recess.

8:24 PM Meeting called to Order.

8. CELEBRATING DIVERSITY:

RESOLUTION No. 69-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CELEBRATING THE DIVERSITY OF OUR COMMUNITY AND DENOUNCING ALL ACTS OF RACISM, INTOLERANCE AND UNLAWFUL DISCRIMINATION, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Vice Mayor Clarke read the Resolution in its entirety and commented on the divides coming to a head. When she was approached about what she was going to do about the injustices, she received assistance from Donna Dupuy to use Charlottesville's Resolution as a model and start in the City of Stuart. Some may say it is a PR gesture because of what is going on in the world now but stated that they are wrong. It is a bold statement for what comes next. As Dr. King has stated, "the journey of a thousand miles begins with a single step". Wants the City to move forward, have a better Police Department and better community relationship. We are better together. Commented we may need a racial reconciliation committee/East Stuart Advisory Committee with regular input from the East Stuart Community.

Mayor Meier is in support of a committee and commented on Section 5, addressing the logistics and what may be best, allowing the community to take the lead and what the City's role would be.

Commissioner Matheson thanked Vice Mayor Clarke for her leadership and comments, supports the idea of a committee as well. Stated he needs to hear the community's feedback and admitted, as a white male, having privilege and wants to actively work to stop it, and fight for equality. An advisory committee would help him to do that as he will never understand but the first steps are for him to admit it and fight to stop racism. Agrees that it should not be directly under the City but supported by the City.

Police Chief Tumminelli came forward and commented on the current situation. There are over 800,000 police officers in the US, and he oversees 46 of them here in

Stuart. He stated how unfortunate the situation was and that a person wearing the same uniform as he did something so ugly in Minneapolis and it affects them in Stuart. He has been reviewing our policies and procedures and read the Stuart Police Mission Statement. The Chief will not tolerate racism in his department and reported that he has suspended the use of carotid restraint.

Vice Mayor Clarke asked Chief Tumminelli about reprimand policies. Chief responded that if it does not fall under the first amendment and falls under the case law of Chicago, the employee is subject to discipline/termination.

Public Comment:

1) **Faye James – Kanner Hwy; Thanked the Commission for the Resolution and noted that she provided a letter to the City Clerk for the Commissioners about an advisory board.**
2) **Elmira Gainey – Sterling Dr.; In favor of a committee or board and would like people of the community and diverse backgrounds to be involved, feels it's time.**
3) **Helen McBride – Flamingo Ave.; Explained past PTA meeting story in relation to why the black mothers did not attend their meetings to demonstrate that adjustments must be made to get to know one another's lifestyles to allow all to be included.**
4) **Mosezella Williams – 15th; Commented on the board teaching communication between officers and the community, willing to be a volunteer.**

Commissioner Bruner emotionally commented on her feelings/concerns for the community and wanted all to know how much they care about this subject. Wanted to keep the focus on bad police officers and have the police be involved in the board/committee.

8:42 PM MOTION: To adopt Resolution No. 69-20

9:28 PM AMENDED MOTION: To create the Celebration Diversity Commission working with other entities. [Section 5 Celebrating Diversity Commission]

9:32 PM AMENDED MOTION: The City will return with an agenda item to discuss the creation of the Celebrating Diversity Commission board.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Bruner
Motion passed unanimously.

9. RESOLUTION EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19:

RESOLUTION No. 70-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9:36 PM MOTION: Motion to approve Resolution 70-2020.
Moved by: Commissioner Matheson
Seconded by: Commissioner Bruner
Motion passed unanimously.

ORDINANCE FIRST READING

10. HARBOR GROVE APARTMENTS RPUD - FLUM AND RE-ZONING (QUASI-JUDICIAL):

ORDINANCE No. 2436-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR TWO PARCELS EQUALING 13.93 ACRES, OWNED BY TED GLASRUD ASSOCIATES, FL, LLC, LOCATED ON THE WEST SIDE OF S.E. COMMERCE AVENUE, SOUTH OF S.E. INDIAN STREET, AND NORTH OF S.E. FISCHER STREET WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE AHS AT HARBOR GROVE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF THREE HUNDRED TWENTY FOUR (324) MULTIFAMILY UNITS WITHIN NINE (9) INDIVIDUAL THREE-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Seven (7) people sworn; Tom Reetz and Kevin Freeman, City of Stuart, Juan Fernandez of AHS, Doug Fitzwater of Lucido and Associates, Susan O'Rourke of O'Rourke Traffic Engineering and Planning, and Bill Mathers, Civil Engineer.

Tom Reetz presented the site plan, proposed future land use, zoning, site design layout, developer contribution, environmental comment and the Local Planning Agency (LPA) approval information at the May 21,2020 meeting with conditions.

Kevin Freeman presented the data provided from the Martin County Engineer pertaining to traffic/intersection. This project will contribute approximately $420,000 to the County in impact fees. Reviewed staff recommendation.

Applicant Juan Fernandez, AHS came forward and briefly explained his company and the project. Doug Fitzwater, Lucido and Associates presented on Harbor Grove then Ms. Susan O'Rourke presented briefly on the traffic engineering.

Mayor Meier and Mr. Fernandez discussed building height options. Meier would like to see a section of the units carved out at an 80 to 100 market rate before second reading.

10:26 PM MOTION: To approve Harbor Grove Apartments Ordinance No. 2436-2020.
Moved by: Commissioner Bruner
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

10:31 PM City Manager Dyess requested to continue Item #16.

ORDINANCE SECOND READING

10:31 PM 11. ABANDONMENT OF RIGHT-OF-WAY AT OSCEOLA STREET:

ORDINANCE No. 2431-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHTOF-WAY WITHIN THE CITY BEING THAT CERTAIN 50-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF KRUEGER PARK, AS RECORDED IN PLAT BOOK 1, PAGE 25, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING EAST TO WEST, DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Stephen Mayer, Development Department Senior Planner stated that there is an updated appraisal.

10:32 PM MOTION: Move approval of Ordinance No. 2431-2020.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Bruner
Motion passed unanimously.

12. STUART OCEAN RPUD (QUASI-JUDICIAL):

ORDINANCE No. 2435-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/ OFFICE TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; FOR AN 11.04 ACRES PARCEL, OWNED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATED ON THE SOUTH SIDE OF SE OCEAN BLVD BETWEEN THE POINTE ASSISTED LIVING FACILTY AND KINGSWOOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OF EIGHTY (80) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Ten (10) people sworn; Tom Reetz of the City of Stuart Development Department was the only person who testified.

Tom Reetz, Senior Planner briefly reviewed the LPA and Commission history.

10:38 PM MOTION: Approve Ordinance 2435-2020, Stuart Ocean.
Moved by: Commissioner Bruner
Seconded by: Commissioner Matheson
Motion passed unanimously.

13. MINOR AMENDMENT TO AVONLEA PUD (QUASI-JUDICIAL):

ORDINANCE No. 2438-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE NEW AVONLEA" PLANNED UNIT DEVELOPMENT (PUD); THEREBY AMENDING EXHIBIT NUMBER 11 OF THE NEW AVONLEA PUD, ENTITLED THE OFF-SITE INFRASTRUCTURE PLAN BY HJA DESIGN STUDIO; AMENDING THE CONDITION NUMBER 25 ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Commissioner Matheson reported that he has completed Form 8B and will abstain from the vote.

10:40 PM MOTION: Motion to approve Ordinance No. 2438-2020.
Moved by: Commissioner Bruner
Seconded by: Vice Mayor Clarke
Motion passed 3/4, Matheson Abstained.

Clarke - YES
Bruner - YES
Matheson - ABSTAIN
Meier - YES

14. TECO GAS FRANCHISE AGREEMENT:

ORDINANCE No. 2441-2020; AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Mayor Meier commented on the reasons he is not in favor of this Ordinance; laying gas pipelines in the City and the future carbon footprint and its effects on climate change.

10:42 PM MOTION: Motion for Ordinance No. 2441-2020.
Moved by: Commissioner Bruner
Seconded by: Vice Mayor Clarke
Motion passed 3/1.

Clarke - YES
Bruner - YES
Matheson - YES
Meier - NO

DISCUSSION AND DELIBERATION

10:46 PM 15. PURCHASE OF PROPERTY COMMONLY REFERRED TO AS THE WELL'S BUILDING

Dyess provided an explanation of the two options before the commission:
Option 1 – Do not pursue the contract and withdraw from it.
Option 2 – Move forward on a lease contingency and vote on the purchase of the property.

10:47 PM MOTION: Approve buying this property, option 2.
Moved by: Commissioner Bruner
Seconded by: Commissioner Matheson
Motion passed unanimously.

Public Comment:
1) **Helen McBride – Commented on the class our City Commissioners and staff showed during the meeting with Martin County last week.**

16. PROPOSED ART/VINYL W RAPPING ON TRAFFIC CONTROL BOXES W ITHIN THE CITY LIMITS
(Continued to date to be determined.)

10:51 PM ADJOURNMENT

Mary R. Kindel

Mary R. Kindel, City Clerk

Michael J. Meier, Mayor

Minutes to be approved at the Regular Commission Meeting this 13th day of July, 2020.

City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD June 8, 2020
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Merritt Matheson
Commissioner - VACANT

ADMINISTRATIVE

City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel

Agenda items are available on our website at http://www.cityofstuart.us
Phone: (772) 288-5306 . Fax (772) 288-5305 . E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.
(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

WHAT IS CIVILITY? *Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.*

ROLL CALL

THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.

In Person: City Hall can accommodate a small number of citizen participants. Overflow citizens will be directed to Flagler Place (201 Flagler Ave., Stuart) where larger rooms can accommodate social distancing. Public comment will be taken live via audio/video conference with commissioners.

Teleconference: Citizens can attend from the comfort of their home via telephone, computer, laptop, tablet or smartphone. Click the below link or call the below phone number to attend.

The city reserves the right to revoke anyone's virtual attendance for cause, just as the sergeant at arms would at an in person meeting.

JOIN MEETING:
https://us02web.zoom.us/j/81992212218

If you wish to speak during public comment, click participants then click raise hand at bottom of window. Your microphone will be unmuted when you are called to speak and you will be invited to activate your camera if you wish. Both will be deactivated once you have completed your comment.

Meeting ID: 819 9221 2218
Dial In numbers:
+1 312 626 6799 US
+1 646 558 8656 US
+1 253 215 8782 US
+1 301 715 8592 US

If you wish to speak during public comment press *9 to raise your hand. You will be called by your partially displayed phone number so please listen for that number. The host will lower your hand and mute your line after speaking.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. GARDEN WEEK - JUNE 7-13, 2020

PRESENTATIONS

2. DEPARTMENT OF HEALTH UPDATE

3. HURRICANE PREPAREDNESS PRESENTATION

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 Minutes Max.)

PUBLIC COMMENT: *If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.*

CONSENT CALENDAR

CONSENT CALENDAR: *Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.*

4. APPROVAL OF 05/26/2020 CCM MINUTES (RC)

5. ADVISORY BOARD APPOINTMENT OF KATHERINE MAKEMSON TO THE COMMUNITY REDEVELOPMENT BOARD (RC)

END OF CONSENT CALENDAR

COMMISSION ACTION

6. SPEEDY MART WAIVER (QUASI-JUDICIAL) (RC):

RESOLUTION No. 66-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA GRANTING A DISTANCE WAIVER TO SHAHER BARGHOUTHY OWNER OF SPEEDY MART, INC., THEREBY PERMITTING THE SALE OF PACKAGE BEER AND WINE WITHIN 500 FEET OF A SCHOOL AND WAIVING THE PARKING REQUIREMENT FOR THE POPOSED USES AT PROPERTY LOCATED AT 502 THRU 516 MARTIN LUTHER KING JR. BLVD; PROVIDING A SITE PLAN; AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Clarke Brunet

7. CERP LETTER TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) (RC):

RESOLUTION No. 67-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A LETTER TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CLARIFYING THE POSITION OF THE CITY ON THE "SAVINGS CLAUSE" IDENTIFIED IN THE WATER RESOURCES DEVELOPMENT ACT OF 2000; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8. CELEBRATING DIVERSITY (RC):

RESOLUTION No. 69-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CELEBRATING THE DIVERSITY OF OUR COMMUNITY AND DENOUNCING ALL ACTS OF RACISM, INTOLERANCE AND UNLAWFUL DISCRIMINATION, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Clarke Bruner 9. RESOLUTION EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19 (RC):

RESOLUTION No. 70-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

10. HARBOR GROVE APARTMENTS RPUD - FLUM AND RE-ZONING (QUASI-JUDICIAL)(RC):

Bruner Clarke

ORDINANCE No. 2436-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR TWO PARCELS EQUALING 13.93 ACRES, OWNED BY TED GLASRUD ASSOCIATES, FL, LLC, LOCATED ON THE WEST SIDE OF S.E. COMMERCE AVENUE, SOUTH OF S.E. INDIAN STREET, AND NORTH OF S.E. FISCHER STREET WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE AHS AT HARBOR GROVE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF THREE HUNDRED TWENTY FOUR (324) MULTI-FAMILY UNITS WITHIN NINE (9) INDIVIDUAL THREE-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

11. ABANDONMENT OF RIGHT-OF-WAY AT OSCEOLA STREET (RC):

Clarke Bruner

ORDINANCE No. 2431-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 50-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF KRUEGER PARK, AS RECORDED IN PLAT BOOK 1, PAGE 25, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING EAST TO WEST, DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. STUART OCEAN RPUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2435-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/OFFICE TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; FOR AN 11.04 ACRES PARCEL, OWNED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATED ON THE SOUTH SIDE OF SE OCEAN BLVD BETWEEN THE POINTE ASSISTED LIVING FACILTY AND KINGSWOOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OF EIGHTY (80) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING

10 Sworn

FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

13. MINOR AMENDMENT TO AVONLEA PUD (QUASI-JUDICIAL)(RC):

Brown Clarke

ORDINANCE No. 2438-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE NEW AVONLEA" PLANNED UNIT DEVELOPMENT (PUD); THEREBY AMENDING EXHIBIT NUMBER 11 OF THE NEW AVONLEA PUD, ENTITLED THE OFF-SITE INFRASTRUCTURE PLAN BY HJA DESIGN STUDIO; AMENDING THE CONDITION NUMBER 25 ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. Matheson – Abstain

14. TECO GAS FRANCHISE AGREEMENT (RC):

Brown

ORDINANCE No. 2441-2020; AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

QUASI-JUDICIAL HEARINGS: *Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.*

DISCUSSION AND DELIBERATION

15. PURCHASE OF PROPERTY COMMONLY REFERRED TO AS THE WELL'S BUILDING

Continued

16. PROPOSED ART/VINYL WRAPPING ON TRAFFIC CONTROL BOXES WITHIN THE CITY LIMITS

ADJOURNMENT

Commissioners Comments

CITY COMMISSION MEETING
REQUEST TO SPEAK

Item #_____ SPEAKER# 1

Vice-Mayor's Motion

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Helen McBride **DATE** 6/8/20 **ITEM#**_____ **OR PUBLIC**_____
(PLEASE PRINT)

ADDRESS_____ **CITY**_____ **ZIP**_____

PHONE_____ **EMAIL** _____

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at–arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

Commissioner's Comments

CITY COMMISSION MEETING
REQUEST TO SPEAK

Item #_____ **SPEAKER#** 2

Vice-Mayor's Motion

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Donald Duffy **DATE** 6/9/20 **ITEM#**_____ **OR PUBLIC**_____
(PLEASE PRINT)

ADDRESS_____ **CITY**_____ **ZIP**_____

PHONE_____ **EMAIL** _____

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at–arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

CITY COMMISSION MEETING
REQUEST TO SPEAK

SPEAKER# ~~6~~ 3

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

Commissioner Comments
Vice-Mayors Motion

NAME Laurie Prim **DATE** 6/8/20 **ITEM#** _____ **OR PUBLIC** ✓
(PLEASE PRINT)

ADDRESS 4566 SE Manatee Tn **CITY** Stu **ZIP** 34997

PHONE _____ **EMAIL** _____

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at–arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

Commissioners Comm.

CITY COMMISSION MEETING
REQUEST TO SPEAK

Item _____ SPEAKER# 4

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

Vice-Mayor's Motion

NAME Betty Brinkley **DATE** 6/8/20 **ITEM#** _____ **OR PUBLIC** _____
(PLEASE PRINT)

ADDRESS _____ **CITY** _____ **ZIP** _____

PHONE _____ **EMAIL** _____

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at-arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

CITY COMMISSION MEETING **Item #**_____ **SPEAKER#** 1
REQUEST TO SPEAK

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Faye James **DATE** 10/8/2020 **ITEM#**_____ **OR PUBLIC** ✓
(PLEASE PRINT)

ADDRESS 490 South Kanner Hwy **CITY** Stuart, FL **ZIP** 34994

PHONE 772-418-3006 **EMAIL** jamesfaye5@gmail.com

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at–arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

June 8, 2020

Letter To The City Of Stuart, Florida 34994 Clerks Office

121 SW Flagler Avenue

Stuart, Florida 34994

Attention: City Manager and City Of Stuart, Florida 34994

City Of Stuart, Florida 34994 Commissioners and Administrative Officials

Ref: A Proposal To The City Of Stuart, Florida 34994

Commissioners

A Proposal to have a continued discussion for Item #8 which is termed the Diversity Resolution to encourage our City Commissioners to create a Viable and Effective Board which shall continue to address Racism at the local levels of government in the City Of Stuart, Florida 34994 as of

June 8, 2020 the date of the submission of The Proposal for Agenda item #8.

The Proposal Shall create language in which ALL People can read, comprehend, and push for full implementation by ALL of our leaders and The Viable and Effective Board That shall be established in the City Of Stuart, Florida 34994.

RECEIVED
JUN 08 2020
BY:

The Proposal Shall create and establish a Viable and Effective Board which shall help develop a plan of action/s for our community/ies. The established Viable and Effective Board Members which shall address Racism at the local levels of government in the City Of Stuart, Florida 34994 shall represent

Continued Page 2 of the Proposal: Monday June 8, 2020

Diversity which shall include: African-Americans, Native-Americans, Hispanic-Americans, White-Americans and many other Ethnic Members. The Diversity Resolution Board shall also include Young Adults ages 18 and older as well.

I Faye James in submitting this Letter and Proposal for Item #8 Diversity At The Local Levels and Resolutions request a Follow-up Letter and Follow-up Response in according to The Proposal presented at this City Of Stuart, Florida Commissioners Monthly Meeting On Monday June 8, 2020.

Special Attention To This Matter As Soon As Possible.

Respectfully,

Community Redevelopment Board Member (CRB) For The City Of Stuart, Florida 34994

Faye James

Mailing Address: P.O. Box 1611

Stuart, Florida 34994

CITY COMMISSION MEETING
REQUEST TO SPEAK

SPEAKER# 2

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Bethy Brinkley (PLEASE PRINT) DATE 6-8-2020 ITEM# _____ OR PUBLIC ✓

ADDRESS 948 SE Nassau A CITY Stuart ZIP 34994

PHONE 772 324 0083 EMAIL _____

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at-arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

CITY COMMISSION MEETING
REQUEST TO SPEAK

SPEAKER# 4

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Donald Duffy (PLEASE PRINT) DATE 3/8/2020 ITEM# _____ OR PUBLIC ✓

ADDRESS 916 Mlk CITY Stuart ZIP 34994

PHONE (772) 521-0032 EMAIL _____

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at–arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

CITY COMMISSION MEETING
REQUEST TO SPEAK

Item #_____ SPEAKER# 5

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Jimmy Smith (PLEASE PRINT) DATE 6-8-20 ITEM#_____ OR PUBLIC ✓

ADDRESS 1611 SE APACHE AVE CITY Stuart FL ZIP 34994

PHONE 772-215-2411 EMAIL kingofapache@comcast.net

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at–arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

CITY COMMISSION MEETING
REQUEST TO SPEAK

SPEAKER# 16

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Moserella Williams (PLEASE PRINT) DATE 6/08/20 ITEM# _____ OR PUBLIC _____

ADDRESS 810 S.E 15th CITY Stuart ZIP 34994

PHONE 772-240-2308 EMAIL moserellawilliams@yahoo.com

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at–arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

Petition to Support Speedy Mart

Petition Summary: To support the move of Speedy Mart to the new location and allow the sale of grocery items during normal business hours at 502 Martin Luther King Jr. Blvd, Stuart, FL, 34994. The community needs a convenient location within walking distance and wants to waive the portion of on-site parking requirement and allow carry off alcohol beverage sales.

Date	Signature	Printed Name	Address
6-5-20	Emma Warner	Emma Warner	901 SE 8th Street Stuart Florida
6-3-20	[illegible]	James Fils	901 SE Bahama Ave Stuart FL 34994
6-3-20	[illegible]	Ronnie Greene	821 SE 10th ST
6-3-20	[illegible]	Cornel McTaggart	701 SE Tarpon Ave
6-3-20	[illegible]	TRENIN[illegible]	709 SE MLK
6-4-20	Ricky Warren	Ricky Warren	803 S.E. Tarpon Ave
6-4-20	Joseph Lee Jones	JOSEPH LEE Jones	801 SOUTHEAST TARPON AVENUE
6-4-20	[illegible]	Anthony	820 SE TARPON Ave Stuart 34994
6-4-20	London Hefner	LONDON Hefner	803 Tarpon Ave Stuart 34994
6-4-20	[illegible]	Mark Bailey	803 Tarpon Ave Stuart
6-4-20	Bruce Davis	Bruce Davis	724 Bahama Ave
6/4/20	Mary L. Wilson	Mary Louise Wilson	502 SE Florida St. Stuart
6-4-20	[illegible]	LaRenda Davis	810 S.E. Tarpon Ave.
6-5-20	Lori Robinson	Lori Robinson	701 S.E. Tarpon Ave
6-5-	Terrace Harris	T. Harris	901 S.E. BAHAMA Ave

Petition to Support Speedy Mart

Petition Summary: To support the move of Speedy Mart to the new location and allow the sale of grocery items during normal business hours at 502 Martin Luther King Jr. Blvd, Stuart, FL, 34994. The community needs a convenient location within walking distance and wants to waive the portion of on-site parking requirement and allow carry off alcohol beverage sales.

Date	Signature	Printed Name	Address
6/07/2020	[illegible]	Gregory Williams	900 SE Hall Street
6-7-2020	Percy Wilson	Percy Wilson	502 SE Florida St
6-7-20	Karen Darwill	Karen Darwill	921 Bayou Ave
6-7-20	Alyah Porter	Alyah porter	823 SE Bayou Ave Stuart FL
6-7-20	Ada Smith	Ada Smith	401 SW Barton Ave
6-7-20	[illegible]	Harriet Hawkins	484 Saginaw Ave
6-7-20	Debris [illegible]	Debris	P.O.B. 1485
6-7-20	Debra Davis	Debra Davis	414 SE Lake Street
6-7-20	James Kelly	James Kelly	803 Tarpon Ave
6-7-20	Ophelia Deville	Ophelia Deville	905 S.E. 9th St
6-7-20	Amelia Jackson	Amelia Jackson	3501 N.W. Treasure Coast
6-7-20	[illegible]	Charles Koch	701 SE Tarpon Ave Stuart, FL 34994
6-7-20	Nancy Koch	Nancy Koch	701 SE Tarpon Ave Stuart FL, 34994
6-7-20	[illegible]	Charles Koch	928 SE 5th Street Stuart, FL 34994
0608-2020	[illegible]	Ivy Johnson	EAST STUART 801 TARPON

Petition to Support Speedy Mart

Petition Summary: To support the move of Speedy Mart to the new location and allow the sale of grocery items during normal business hours at 502 Martin Luther King Jr. Blvd, Stuart, FL, 34994. The community needs a convenient location within walking distance and wants to waive the portion of on-site parking requirement and allow carry off alcohol beverage sales.

Date	Signature	Printed Name	Address
06/04/20	[illegible]	Michael S. Leggett	924 Bayou
6-4-20	Bobby Clark	Bobby Clark	905 E 10 St
6/04/20	Allen DeLACY	[illegible]	905 Tarpon
6/04/20	[illegible]	Josh Gellman	326 SE MLK Blvd
6/5/20	Barnnet Clark	Barnnet Clark	905 South East 10th St Stuart Fl 34994
6/5/20	[illegible]	Floyd Coleman	941 SE 6 St
6/5/20	[illegible]	MARTIN GONZALEZ	45 Lindlee Dr. Stuart
6/5/20	[illegible]	KENNY [illegible]	438 N. MLK
6/5/20	Gyambrah	E. Gyambrah	410 MLK
6/5/2020	Ashley Chappelle	Ashley Chappelle	932 Forrest Park Dr.
6/5/2020	Constance Von	Constance Von	543 SE COAST AVE
6/5/2020	Karen Leonard	Karen Leonard	292 NW Baker rd
6/5/20	[illegible]	Octavia Alford	761 SE MLK Blvd Stuart FL
6/5/20	[illegible] Wiley	Corzell Wiley	1621 DIXIE HIGHWAY
6/5/20	[illegible]	James Farro	912 Lake St Stuart

Petition to Support Speedy Mart

Petition Summary: To support the move of Speedy Mart to the new location and allow the sale of grocery items during normal business hours at 502 Martin Luther King Jr. Blvd, Stuart, FL, 34994. The community needs a convenient location within walking distance and wants to waive the portion of on-site parking requirement and allow carry off alcohol beverage sales.

Date	Signature	Printed Name	Address
06-02	[illegible]	Richard J [illegible]	545 [illegible]
6/4	[illegible]	Marsha Johnson	910 SE 9th St Street
6/04/20	[illegible]	Clinton P.	831 SE Tarpon
6/04/20	[illegible]	Lois P.	911 SE Dixie LN
6-04 20	[illegible]	Collins St Hill	8-31 Tarpon
6-04-20	[illegible]	Roger Janke	1010 SE Bahama Ave
6/4/20	[illegible]	Anthony [illegible]	812 [illegible] Ave Stuart
6/2/20	[illegible]	Veronica Delancy	2582 Floresta St. St. Lucie 34958
6/04/20	[illegible]	Lamar [illegible] King	2586 martin Luther King
6/04/20	Devin Fate	Devin Fate	1631 SE Cancella Ct.
6/04/20	[illegible]	TRACY HENDERSON	813 SE 10TH ST
6/04/20	[illegible]	Stewart Jackson	342 martin L King blvd
6-4-20	John Harlow	JOHN HARLOW	1987 NE 21ST TER JENSEN BEACH, FL 34957
6-4-20	Alphonso Hunt	[illegible]	1612 SE palm Beach
6-4-20	[illegible]	Tamera Ford	1612 SE Palm Beach

Petition to Support Speedy Mart

Petition Summary: To support the move of Speedy Mart to the new location and allow the sale of grocery items during normal business hours at 502 Martin Luther King Jr. Blvd, Stuart, FL, 34994. The community needs a convenient location within walking distance and wants to waive the portion of on-site parking requirement and allow carry off alcohol beverage sales.

Date	Signature	Printed Name	Address
6-4-20	J. Kennedy	J. Elliott Kennedy	701 ~~TARPON~~ TARPON AV Stuart
6-4-20	Reggie Johnson	Reggie Johnson	701 SE Tarpon Ave Stuart FL
6/4/20	J. Hetherington	Jobo Hetherington	Courthouse
6/4/20	Gregory Pitts	Gregory Pitts	701 TARPON AVE STUART FL 34994
6-4-20	Minnie Wilson	minnie wilson	824 SE TARPON AVE
6-4-20	Charles Koch	Charles Koch	701 SE Tarpon Ave
6-4-20	Nancy J. Koch	Nancy Koch	701 SE Tarpon
6-4-20	Leonard G.	Leonard Graham	315E 6th St
6-4-20	Elijah Jackson	Elijah Jackson	912 SE Dixie Lane
6/4/20	Gregory Holloway	Gregg Holloway	928 SE Spruce Ave
6/4/20	LaShae Porter	LaShae Porter	711 SE MLK Jr. Blvd
6/4/20	Henry Brooks	Harry Brooks	711SE MLK Jr Blvd
6/4/20	Arleen E. Edwards	Arleen Edwards	1612 Palm beach Rd
6/4/20	Eli. Hawkins	Eli. Hawkins	925 BAYO AVE
6/4/20	Mary H. Stark	Mary H. Starks	1081 S.E. Monterey Rd

Petition to Support Speedy Mart

Petition Summary: To support the move of Speedy Mart to the new location and allow the sale of grocery items during normal business hours at 502 Martin Luther King Jr. Blvd, Stuart, FL, 34994. The community needs a convenient location within walking distance and wants to waive the portion of on-site parking requirement and allow carry off alcohol beverage sales.

Date	Signature	Printed Name	Address
6/4/2020	[illegible]	Greta Tyson	900 SE MLK Jr Blvd Stuart, Fl 34994
Dai	Danny C	[illegible]	508 MLK BLV
06/04/20	[illegible]	Sabrina Vilne	1526 SW Broadview St Port St Lucie FL 34983
6/4	Earl Bellamy	[illegible]	905 Nassau
6/4	[illegible]	Michelle Mullen	919 SE Pixie lane Stuart FL 34994
6/4	[illegible]	Gwendolyn Fozo	1116 SE Apacth Ave
06/04/2020	Sabrina Wilson	Sabrina Wilson	1013 SE Bahama Ave Stuart Fl.
6/4/20	[illegible]	Michael Rivers	414 SE LAKE ST
6/4/20	[illegible]	OTIS Leonard	292 NW Baker Rd, Stuart Fl 34994
6/4/20	David Solomon	David Solomon	929 SE Nassau Ave
6-4-20	Keith Bryant	Keith Bryant	914 Bayou Ave
6/04/20	Tiwan Rich	Tiwan Rich	336 MLK.
6-04-20	[illegible]	Jaime López	1345 SE Andrews St
6/4/20	[illegible]	[illegible]	
6/8/20	[illegible]	W. Williams	9280 Jarpon Ave

Petition to Support Speedy Mart

Petition Summary: To support the move of Speedy Mart to the new location and allow the sale of grocery items during normal business hours at 502 Martin Luther King Jr. Blvd, Stuart, FL, 34994. The community needs a convenient location within walking distance and wants to waive the portion of on-site parking requirement and allow carry off alcohol beverage sales.

Date	Signature	Printed Name	Address
6-4-20	Jamal McFadden	Jamal Mcfadden	704 se east Ave
6-4-20	Ronnie Marshall	Ronnell Marshall	905 SE 15th
6/4/20	Calondra Pace	Calondra Pace	801 SE Ave
6/5/20	Aisha Myers	Aisha Myers	906 se Tarpon
6/4/20	Tia Fate	TIA FATE	743 SE Nick Blvd
6/4/20	Meredith Neves	Meredith Neves	805 SE Bayou Ave
6/4/20	Lashentrell	Lashentrell Wilson	824 Tarpon Ave
6/5/20	John Moore	John Moore	1 SE Broadway St
6-5-20	Claude Webster	Claude Webster	933 SE Forrest Parkway Dr
6-5-20	[illegible]	Johnny Jackson	805 S.E. Bayou Ave Stuart, FL
6-5-20	Derrick Rick	Derrick Rick	933 Spruce Ave Stuart, FL
6-5-20	[illegible]	Jarkeria Harris	905 SE Tarpon Avenue Stuart. Fl 34994
6-5-20	Vernal Smith	Vernal Smith	917 TARPON AVE STUART FL 34994
6-5-20	Jabius Wilbur	Jabius Wilbur	8463 SE Dutch St Hobe Sound Fl. 33455
6-5-20	Paul Roberts	Paul Roberts	2009 SE Madison St

Petition to Support Speedy Mart

Petition Summary: To support the move of Speedy Mart to the new location and allow the sale of grocery items during normal business hours at 502 Martin Luther King Jr. Blvd, Stuart, FL, 34994. The community needs a convenient location within walking distance and wants to waive the portion of on-site parking requirement and allow carry off alcohol beverage sales.

Date	Signature	Printed Name	Address
6-4-2020	Denice Davis	Denice DAVIS	936 SE Bahama Ave Stuart, Fla. 34994
6-4-2020	Shawn Lowney	Shawn Lowney	PO Box 1312
6-4-2020	Burnetta Cooke	Burnetta Cooke	438 MLK Stuart 71 33494
6-4-2020	Sanders Coleman	Sanders Coleman	927 Martin Luther King Blvd Stuart, Fla. 34994
6/4	Charles	Charles	114 MLK
6/4	Johnnie	Johnnie Brown	514 Chorstg
6/4	[illegible]	Dela LaVoie	603 SE Tarpon Ave.
6-4	R. Smith	R. Smith	917 Tarpon Ave
6-4	[illegible]	Regina Mitchell	910 East AVE
6-4	[illegible]	[illegible]	709 SE MLK Blvd.
6/4	Blake Z	Blake Zimmerman	755 SE MLK Jr Blvd 757 SE MLK Jr Blvd
6/4	[illegible]	Howard Farro	3756 SE Honeyterr
6/4	Vincent Weaver	[illegible]	2318 SW Stokes Street
6/4/20	[illegible]	George Robinson	611 Fla St
6/5/20	Donna Bellay	Donna Bellay	905 SE Nassau Ave Apt. 1

Petition to Support Speedy Mart

Petition Summary: To support the move of Speedy Mart to the new location and allow the sale of grocery items during normal business hours at 502 Martin Luther King Jr. Blvd, Stuart, FL, 34994. The community needs a convenient location within walking distance and wants to waive the portion of on-site parking requirement and allow carry off alcohol beverage sales.

Date	Signature	Printed Name	Address
6/5	[illegible]	Johnnie Owens	840 SE Bahama Ave
6/5	[illegible]	[illegible]	940 E. 16th St
6/5	[illegible]	[illegible]	[illegible] SE Nunfarey
6/6	[illegible]	Robert Coleman	1612 SE Palm Beach Rd
6/6	Emma Holmes	Emma Holmes	224 SE St Lucie Blvd Apt 107
6/6	[illegible]	Juan C. Varela	800 SE 16th St
6/6	Treavere Samise	Treavere	824 SE Tarpon Ave
6/6	David Bellamy	David Bellamy	509 SE 10th St
6/6 2020	[illegible]	Richard Loew	2520 SE Federal
6/6	[illegible]	Tina Willkins	4640 SE Nassau Ave Stuart, Fl 34994
6/6	[illegible]	Dexter Brown	912 [illegible]
6/6	[illegible]	[illegible]	701 Tarpon
6/6	[illegible]	M. Neira	701 Tarpon
6.6.20	Natalie Savy	Natalie Savy	1448 Harpen Ave Boyton Beach
6-6-20	[illegible]	Amber Bennett	4462 SE Cleckley Way Stuart Fla 34997

Petition to Support Speedy Mart

Petition Summary: To support the move of Speedy Mart to the new location and allow the sale of grocery items during normal business hours at 502 Martin Luther King Jr. Blvd, Stuart, FL, 34994. The community needs a convenient location within walking distance and wants to waive the portion of on-site parking requirement and allow carry off alcohol beverage sales.

Date	Signature	Printed Name	Address
6/5	Dana T.	DANA	326 Martin Luther
6/5	[illegible]	[illegible]	[illegible]
6/5	[illegible]	Antron Thornton	PO. Box 977
6/5/20	Jessica Gordon	Jessica Gordon	704 SE 10th St
6/5/20	[illegible]	Nancy Davis	502 SE Church St
6-5-20	[illegible]	Dominique Moore	P.O Box 2658
6-6-20	[illegible]	Toni Colebrook	458 SE. MLK BLVD.
6/6/20	[illegible]	Dequiria Smith	1644 SE Arapaho ave
6/7-20	Randy Brown	Randy Brown	914 ML King
6/7/20	Raleigh Johnson	[illegible]	842 SE 16th St
6/7/20	[illegible]	Roderick Dames	912 SE LAKE St.
6/7/20	[illegible]	Vernisha Nelson	803 Tarpon
6/6/20	Derrick Harris	Roderick Harris	701 SE MLK Jr. Blvd Apt 725
6/6/2020	Walid [illegible]	Walid Baghouty	661 NE Zebrina Senda Jensen Beach
6/6/20	[illegible]	Kerry McCray	905 Nassau Ave

Petition to Support Speedy Mart

Petition Summary: To support the move of Speedy Mart to the new location and allow the sale of grocery items during normal business hours at 502 Martin Luther King Jr. Blvd, Stuart, FL, 34994. The community needs a convenient location within walking distance and wants to waive the portion of on-site parking requirement and allow carry off alcohol beverage sales.

Date	Signature	Printed Name	Address
6/8/20	Shirley Wilson	Shirley Wilson	SE. Tarpon Ave.
6/8/20	Percy Wilson	Percy Wilson	502 SE. Florida St.
6/8/20	Lve E Wilson	Lve E. Wilson	502 SE Florida St.
6/8/20	Sabrina Villimar	Sabrina Villimar	803 SE Tarpon Ave
6/8/20	London Fletcher	London Fletcher	803 SE Tarpon Ave.
6/8/20	Frank Boyd	Frank Boyd	803 SE Tarpon Ave.
6/8/20	Ada Warren	Ada Warren	90/Sea [redacted] Bahama Ave
6/8/20	Betty Carter	Betty [redacted] CARTER	90/Sea Bahama Ave
6/8/20	Betty Marshall	Betty Marshall	928 SE. Tarpon Ave.
6/8/20	Allen Delancy	Allen Delancy	928 SE. Tarpon Ave.
6/8/20	Shavette Cook	Shavette Cook	

Petition to Support Speedy Mart

Petition Summary: To support the move of Speedy Mart to the new location and allow the sale of grocery items during normal business hours at 502 Martin Luther King Jr. Blvd, Stuart, FL, 34994. The community needs a convenient location within walking distance and wants to waive the portion of on-site parking requirement and allow carry off alcohol beverage sales.

Date	Signature	Printed Name	Address
6/8/20	[illegible]	[illegible]	[illegible]
6/8/20	Ms. Bellamy	Beverly	823 S.E. 10th Street
6/8/20	[illegible]	Cedric Wilkins	2395 N.E. Rustic Pl Jensen Beach 34957
6-8-20	[illegible]	Roosevelt Pearson	917 S.E. 10th St.
6-8-20	[illegible]	Paul Gallagher	701 Tarpon Ave
6-8-20	[illegible]	Jason Conny	406 SE Lake St
6-8/20	Jamon Kelly	[illegible]	721 SE Martin Luther King
6-8-20	John Owens	[illegible]	861 Bahama Ave
08-20	Charles A	Charles A	809 Central Ave

Petition to Support Speedy Mart

Petition Summary: To support the move of Speedy Mart to the new location and allow the sale of grocery items during normal business hours at 502 Martin Luther King Jr. Blvd, Stuart, FL, 34994. The community needs a convenient location within walking distance and wants to waive the portion of on-site parking requirement and Allow Carry off Alcohol Beverage Sale

Date	Signature	Printed Name	Address
6-3-20	[signature]	Samuel Bert	920 SE East Ave #241
6-3-20	[signature]	William Lopez	701 SE Tarpon Ave
6-3-20	[signature]	Jason Colema	834 MLK
6-5-20	[signature]	Veronica Delancy	2558 Floresta St. St. Lucie Fl 34958
6-6-20	[signature]	Donnie Cook	438 MLK.
6-6-20	G.D.	Garren Delancy	807 S.E. Tarpon Ave.
6-6-20	J.M.	Secoya McIntyre	807 S.E. Tarpon Ave.
6-8-20	M.D.	Oscar Delancy	801 S.E. Tarpon Ave
6-8-20	[signature]	Gary Ferr	803 S.E. Tarpon Ave.
6-8-20	J.K.	James Kelly	803 S.E. Tarpon Ave.
6-8-20	A.D.	Alice Davis	807 S.E. Tarpon Ave.
6-8-20	R.D.	Ronald Davis	807 SE Tarpon Ave.
6-8-20	P.F.	Peggy Ford	820 SE Tarpon Ave.
6-8-20	Anthony Ramdatt	A.R.	820 SE Tarpon Ave.
6-8-20	Mary A. Wilson	Mary A. Wilson	SE Tarpon Ave.

CITY COMMISSION MEETING
REQUEST TO SPEAK

SPEAKER# 3 1

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Johnny Hunter **DATE** 6/8/20 **ITEM#** 6 **OR PUBLIC** ✓
(PLEASE PRINT)

ADDRESS 438 M.L.K Blvd **CITY** Stuart Fl. **ZIP** 34994

PHONE 772-529-5353 **EMAIL** N/A

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at–arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

CITY COMMISSION MEETING
REQUEST TO SPEAK

SPEAKER# 2

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Adam Jolly **DATE** 6-8-20 **ITEM#** 6 **OR PUBLIC** _____
(PLEASE PRINT)

ADDRESS 1908 E Watton Lake Dr **CITY** Port St Lucie **ZIP** 34952

PHONE 772-634-2444 **EMAIL** AdamJolly27@yahoo.com

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at–arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

CITY COMMISSION MEETING
REQUEST TO SPEAK

Item # 8 SPEAKER# 1

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Faye James (PLEASE PRINT) **DATE** 08/08/2020 **ITEM#** 8 **OR PUBLIC** _____

ADDRESS 1490 S. Kanner Hwy **CITY** Stuart FL **ZIP** 34994

PHONE 772-418-8006 **EMAIL** jamesfaye50@gmail.com

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at–arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

CITY COMMISSION MEETING
REQUEST TO SPEAK

SPEAKER# 3/2

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Elmira Gainey **DATE** 6/ **ITEM#** 8 **OR PUBLIC** _____
(PLEASE PRINT)

ADDRESS 5330 SE Sterling Cir. **CITY** Stuart **ZIP** _____

PHONE (772) 485-6861 **EMAIL** EGainey77@gmail.com

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at-arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

CITY COMMISSION MEETING
REQUEST TO SPEAK

Item # 8 SPEAKER# 3

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Helen McBride **DATE** _____ **ITEM#** _____ **OR PUBLIC** _____
(PLEASE PRINT)

ADDRESS 921 SE Flamingo Rd **CITY** Stuart **ZIP** 34996

PHONE 305-331-8299 **EMAIL** helenbmcb@icloud.com

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at-arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

CITY COMMISSION MEETING
REQUEST TO SPEAK

SPEAKER# 4

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Mozella Williams (PLEASE PRINT) DATE 6/08/20 ITEM# 8 OR PUBLIC _____

ADDRESS 810 SE. 15th CITY Stuart ZIP 34994

PHONE 772-240-2308 EMAIL mozellawilliams@yahoo.com

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at–arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

CITY COMMISSION MEETING
REQUEST TO SPEAK

Item # 8 SPEAKER# 2

Did NOT Speak

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME DONNA DUPUY (PLEASE PRINT) DATE 6/8/20 ITEM# 8 OR PUBLIC _____

ADDRESS 42 SE PARR TERR CITY STUART ZIP 34997

PHONE 286-0156 EMAIL donna@donnadupuy.com

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at–arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Matheson William Merritt	Stuart City Commission
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
506 SW South Carolina Dr	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY	NAME OF POLITICAL SUBDIVISION:
Stuart FL / Martin	Stuart City
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
6/8/2020	☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

RECEIVED
JUN 08 2020
BY:

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Merrit Mathes, hereby disclose that on 6/8, 20 20

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

X inured to the special gain or loss of my relative, Chelsey Mathes (wife) Norma Weeda (Father In law);

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

My wife and Father In-law are Interest holding parties with the New Avenlea PUD Ordinance # 2438-2020

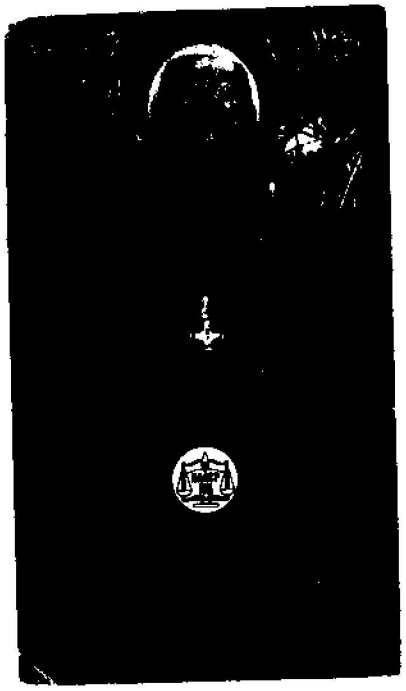
If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

6/8/2020
Date Filed

Merrit Mathes
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

JIMMY SMITH'S
BAR-B-Q
Best in Town
FAMOUS RIBS
Catering · Special Events
· Backyard BBQ Parties
· Weddings
772-215-2411
kingofapache@comcast.net



lucido&associates

July 28, 2020 Hand Delivery

Debora Oblaczynski, Policy & Planning Analyst
Water Supply Implementation Unit
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

RE: AHS Harbor Grove
Our reference number: 19-345

Dear Deb:

In accordance with the e-mail received on July 7, 2020 regarding comments from the South Florida Water Management District regarding the land use application that is currently in the approval process with the City of Stuart.

District Comments

Comment 1
The service availability confirmation from Martin County Utilities for the change in land use designation.

Response:
Please see the attached letter from Martin County Utilities stating that there is sufficient capacity to service the proposed project.

Comment 2
The maximum potential water demand projections for the current and proposed land use designations.

Response:
The table below provides a water demand analysis for the change in land use designation. It demonstrates that there will be no additional water demand with the proposed land use amendment.

Proposed Land Use Water Demand Analysis

	Units	ERC/ Unit	ERCs
Apartments	324	0.5	162
Clubhouse	1	3	3
		Total	165
		GPD/ ERC	250
		Total (GPD)	41,250

Lucido & Associates 701 SE Ocean Boulevard Stuart, Florida 34994
tel: 772.220.2100 fax: 772.223.0220 web: www.lucidodesign.com

Existing Land Use Water Demand Analysis

Hypothetical Office Use

Site (Acres)	13.93
Maximum Building Coverage	50%
Maximum Building Area (SF)	303,395
GPD per 100sf	15
Total (GPD)	45,509

Please feel free to contact me if you have any questions or need any additional materials.

Sincerely,



Doug Fitzwater
Copy to team

MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS
UTILITIES & SOLID WASTE DEPARTMENT
PO Box 9000 Stuart, FL 34995-9000

DOUG SMITH	Commissioner, District 1	TARYN KRYZDA, CPM	County Administrator
STACEY HETHERINGTON	Commissioner, District 2	SARAH W. WOODS	County Attorney
HAROLD E. JENKINS II	Commissioner, District 3		
SARAH HEARD	Commissioner, District 4	TELEPHONE	(772) 288-5400
EDWARD V. CIAMPI	Commissioner, District 5	WEBSITE	www.martin.fl.us

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback.

January 31, 2020

Mathers Engineering Corporation
Holly Mathers
2431 SE Dixie Highway
Stuart, FL 34996

RE: 3180 SE Commerce Street
PCN: 38-38-41-002-066-00010-1
Potable Water and Wastewater Service

Dear Ms. Mathers:

This will confirm that Martin County Utilities has adequate capacity to provide potable water, wastewater service, and potable water service for irrigation to 3180 SE Commerce Street (PCN: 38-38-41-002-066-00010-1) as described in your January 30, 2020 email correspondence. The proposed project is located on the south west corner of SE Indian Street and SE Commerce Avenue.

It is the developer's responsibility to construct the required utility infrastructure internal to the property. The County will provide service subject to development plan approval, execution of a service agreement, and payment of appropriate fees and charges.

Sincerely,

Leo Repetti, PE
Project Engineer

LR/hr

c: File

MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
UTILITIES & SOLID WASTE DEPARTMENT
PO Box 9000 Stuart, FL 34995-9000

DOUG SMITH	Commissioner, District 1	TARYN KRYZDA, CPM	County Administrator
STACEY HETHERINGTON	Commissioner, District 2	SARAH W. WOODS	County Attorney
HAROLD E. JENKINS II	Commissioner, District 3		
SARAH HEARD	Commissioner, District 4	TELEPHONE	(772) 288-5400
EDWARD V. CIAMPI	Commissioner, District 5	WEBSITE	www.martin.fl.us

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback.

January 31, 2020

Mathers Engineering Corporation
Holly Mathers
2431 SE Dixie Highway
Stuart, FL 34996

RE: 3180 SE Commerce Street
PCN: 38-38-41-002-066-00010-1
Potable Water and Wastewater Service

Dear Ms. Mathers:

This will confirm that Martin County Utilities has adequate capacity to provide potable water, wastewater service, and potable water service for irrigation to 3180 SE Commerce Street (PCN: 38-38-41-002-066-00010-1) as described in your January 30, 2020 email correspondence. The proposed project is located on the south west corner of SE Indian Street and SE Commerce Avenue.

It is the developer's responsibility to construct the required utility infrastructure internal to the property. The County will provide service subject to development plan approval, execution of a service agreement, and payment of appropriate fees and charges.

Sincerely,

Leo Repetti, PE
Project Engineer

LR/hr

c: File

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/10/2020 **Prepared by:** David D. Peters

Title of Item:

ESTABLISHMENT OF REGULATIONS FOR MOORE'S CEMETERY (RC):

(To be continued to date certain of October 12, 2020)
ORDINANCE No. 2433-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, CREATING CHAPTER 13, CEMETERIES, IN THE CITY'S CODE OF ORDINANCES TO ESTABLISH A UNIFORM SET OF REGULATIONS FOR THE PURCHASE, SALE, USE, AND MAINTENANCE OF CEMETERY SPACES IN THE CITY'S MOORE'S CEMETERY, AND TO PRESCRIBE PROCEDURES FOR THE ADMINISTRATION OF THE CEMETERY, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Request to be continued to date certain of October 12, 2020.

Background: For years the City has struggled with the how to preserve and protect Moore's Cemetery with no real policies and procedures in place for those residents wishing to have their family members laid to rest in this cemetery.

Although the City receives very few requests for new burials, these policies and procedures will set forth the process by which staff will administer Moore's Cemetery.

This new Chapter in City's Code of Ordinances establishes guidance and applicable rules and regulations associated with the approximately 300 new burial plots and the perpetual care of the entire cemetery.

These rules and regulations were established based cemetery practices in place at numerous municipally owned cemeteries throughout Florida.

Local funeral homes have been provided a copy of these regulations to review and provide comments/suggestions. At 2nd Reading applicable edits will be incorporated.

The City Clerk will be responsible for maintaining all records pertaining to the occupied grave sites and the Public Works Director will administer the activities at the cemetery.

At the 2nd Reading, a corresponding Resolution will be placed on the City Commission Agenda that establishes a fee of $800.00 per plot with an additional fee of $200.00 for up to two (2) cremated remains to be placed on the same plot.

As noted in the attached photographs, a new fence has recently been installed around the entire parameter and a new entrance sign is expected within the next several weeks. Future plans, as funds become available, include additional tree trimming, a paved entrance driveway, and ten (10) parking spaces along Seville Street.

Funding Source:

Proceeds from the sale of cemetery space will offset perpetual operation and maintenance expenses.

Recommended Action:

Adopt Ordinance 2433-2020 on 1st Reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance 2433-2020 Moore's Cemetery	5/30/2020	Resolution add to Y drive
🗋	Moore's Cemetery Perimeter Fence	5/30/2020	Attachment
🗋	New Plots Moore's Cemetery	5/30/2020	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2433-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, CREATING CHAPTER 13, CEMETERIES, IN THE CITY;S CODE OF ORDINANCES TO ESTABLISH A UNIFORM SET OF REGULATIONS FOR THE PURCHASE, SALE, USE, AND MAINTENANCE OF CEMETERY SPACES IN THE CITY'S MOORE'S CEMETERY, AND TO PRESCRIBE PROCEDURES FOR THE ADMINISTRATION OF THE CEMETERY, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the creation of this new Chapter in the City's Code of Ordinances is to establish a uniform set of regulations and prescribe procedures for the administration of the City's Moore's Cemetery;

WHEREAS, it has been determined that the adoption of rules, regulations, and restrictions is in the best interest of all users of Moore's Cemetery and the citizens of Stuart; .

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, that:

SECTION 1: The City of Stuart Code of Ordinances is hereby amended to include Chapter 13, Cemeteries, as follows:

Chapter 13 - CEMETERIES

Sec. 13-1. - Purpose and intent.

The purpose of this chapter is to establish a uniform set of regulations for the purchase, sale, use and maintenance of cemetery spaces in the City's Moore's Cemetery, and to prescribe procedures for the administration of this cemetery.

Sec. 16-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Block means a plot of land consisting of lots and spaces which is identified on the Moore's Cemetery plats filed with the City Clerk's office.

Cemetery means the municipal cemetery identified as the Moore's Cemetery, owned and administered by the City.

Cemetery supervisor means The Public Works Director or designee who has responsibility for the day-to-day operation and supervision of the cemetery.

Conveyance. All provisions herein referring to "conveyance," "sale," "transfer," "deeds," etc., mean the conveyance of a right to burial only in a space and shall not be deemed to convey fee simple title to the space.

Cremated or *cremation* means any mechanical or thermal process whereby a dead human body is reduced to ashes and bone fragments. The term "cremation" also includes any other mechanical or thermal process whereby human remains are pulverized, burned, re-cremated, or otherwise further reduced in size or quantity.

Cremated remains means the residue of a dead human body that has been cremated.

Direct disposal establishment means a place, licensed under F.S. ch. 497, where a direct disposer practices direct disposition.

Direct disposer means any person who is licensed in the state to practice direct disposition.

Direct disposition practice means the final disposition of a dead human body without preparation of the body of embalming and without any attendant services or rights such as funeral or graveside services.

Final disposition means the final disposal of a dead human body whether it be by, but not limited to, earth interment, above ground interment, cremation, burial at sea, or delivery to a medical institution for lawful dissection if the medical institution assumes responsibility for disposal. The term "final disposition" does not include the disposal or distribution of cremated remains and residue of cremated remains.

Funeral or *funeral services* means the observance, services, or ceremonies held to commemorate the life of a specific deceased human being and at which the human remains are present.

Funeral directing means the making of arrangements for, or directing the arrangements for, the preparation and transportation of dead human bodies for final disposition; or using, in connection with one's name, the term "funeral director," "licensed funeral director," "undertaker," or "mortician"; or offering or holding one's self out as offering such services.

Funeral director means any person licensed in the state to practice funeral directing.

Funeral establishment means a place, licensed under F.S. ch. 497, where a funeral director or embalmer practices his funeral directing or embalming.

Grantee means the person purchasing the space whose name shall appear on the cemetery deed of burial right.

Grave means the excavation on a lot for the final disposition of a dead human body.

Lot means a numbered plot of land consisting of one space identified on the Moore's Cemetery plats filed with the City Clerk's office.

Perpetual care means that the City agrees to perform all landscaping and ground maintenance at no additional cost, including, but not limited to, mowing, trimming, fertilization, pesticide applications, tree and shrub trimming and removal, debris and trash removal, renovations, and approved beautification projects.

Space means a lettered plot of land identified on the Moore's Cemetery plat filed with the City Clerk upon which the final disposition of deceased human beings is made.

Vault means an underground or aboveground chamber for the final disposition of a dead human body.

Sec. 13-3. - Responsibility for cemetery operation and maintenance.

The general administration and maintenance of the cemetery shall be the responsibility of a cemetery supervisor, who shall be an employee of the Public Works Department.

Sec. 13-4. - Cemetery plat adopted.

(a) The plat of the Moore's Cemetery to be used in conveying rights to burial is hereby adopted and ratified. Said plat is on file in the office of the City Clerk. The plat of the Moore's Cemetery shall consist of a map entitled Record of Burials, Moore's Cemetery.

Sec. 13-5. - Regulation for use of lots and spaces.

The following regulations shall apply to the use of lots and spaces:

(1) No enclosure of any nature such as copings, fences, hedges or ditches shall be allowed around any spaces. Grave mounds shall also not be allowed.

(2) No trees, plants or shrubs shall be planted, pruned or removed unless authorized by the cemetery supervisor.

(3) Artificial flowers may be used on spaces. Ceramic vases may be used for cut flowers. The use of fruit jars, glass vases, glass blocks, tin cans, milk cartons, paper cups or other such containers is not permitted.

(4) Small live plants in clay pots may be placed on spaces.

(5) All cemetery spaces will be allowed one monument or marker. Monuments and/or grave markers shall be of bronze, granite or marble; not more than four feet high. Foundations for monuments shall be adequately designed to prevent future settlement. Monuments shall be placed on a minimum of five inches of concrete with a perimeter reinforcement of #3 rebar.

(6) When footstones are used, such stones shall be aesthetically complimentary to the monuments on the space; shall not be of greater size than 12 inches by 24 inches; and shall be placed only under the direction of the cemetery supervisor.

(7) Urns placed on spaces will be of bronze, granite, marble or smooth-finish concrete and such urns will be kept planted at all times.

(8) The cemetery supervisor may remove, without notice, dead or dormant plants, faded or out-of-season artificial flowers or improper containers, as necessary.

Sec. 13-6. - Sale of spaces.

(a) Spaces may only be sold to and purchased by residents of the city or persons who own a fee simple interest in real property within the city limits or who have previously purchased and continue to own spaces. The deed conveying the right to burial shall be issued to the purchaser by the City Clerk's office.

(b) The City Clerk shall be responsible for sales and shall keep a comprehensive records book reflecting the grantee, section, block, space, grave site number and monetary consideration paid for same.

Sec. 13-7. - Transfer of right to burial prohibited.

(a) Only the remains of the grantee or other person designated in the deed may be buried in a space. The grantee may not transfer the deed; however, the grantee may change the designation of a space by filing a written request with the City Clerk.

(b) If a grantee determines that he no longer wishes to use the space, he may offer the space for sale back to the city. The city will repurchase a space in accordance with Appendix A of the City's Code.

(c) If a grantee has died and elected to not use his space, a representative of the estate of the deceased grantee may offer the space for sale back to the city or designate the space for someone else. A representative of a deceased grantee making such a request will be required to provide the following:

(1) Legal document showing the person is the court ordered representative of the deceased;

(2) Copy of a will that has been admitted to probate showing that the person making the request is the legal representative; or

(3) Notarized affidavit from the person making the request stating that he is the personal representative of the deceased and, as such, has the authority to sell the space to the city or designate the space.

Sec. 13-8. - Cost of spaces.

(a) *Full adult space.* The purchase price of one full adult space is in accordance with Appendix A of the City's Code.

(b) *Second rite of interment.* The grantee or legal representative of a grantee of one full adult space may consent to have two (2) cremated remains buried in the same space in accordance with Appendix A of the City's Code.

Sec. 13-9. - Use of proceeds from sale of spaces.

Revenues designated from the sale of spaces shall be deposited in the City's General Fund.

Sec. 13-10. - Graves and vaults.

No burials above ground in vaults shall be permitted. Grave locations must be approved by the Public Works Director or designee. The grave must be dug to a depth that leaves 18 inches of soil over the top of the vault.

Sec. 13-11. - Burials and removals.

(a) No final disposition shall be made in the cemeteries without the purchase of a space, and a securing of a burial permit issued by the City Clerk. Funeral establishments shall be responsible for arranging the opening and closing of graves at their expense. No graves may be dug or opened, and no bodies may be removed without attendance of the City's designated representative.

(b) Funeral establishments must have on file with the City Clerk a copy pf their most recent license on file with the State of Florida in accordance with FS ch 497.

(c) Funeral establishments must have on a file with the City Clerk a copy of their most recent insurance certificate. Minimum insurance requirements are as follows:

The Funeral establishments shall not commence any work until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the Funeral establishment allow any

subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "VIII" as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the City in its sole discretion.

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Funeral establishment and/or subcontractor providing such insurance.

Worker's Compensation Insurance: The Funeral establishment shall provide Worker's Compensation Insurance for all of its employees connected with the any work performed at the City's Moore's Cemetery that complies fully with the State of Florida Worker's Compensation Law, F.S. 440.

General Liability: The Funeral establishment shall maintain broad form Commercial General Liability including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate covering all work performed at the City's Moore's Cemetery. Include broad form property damage (provide insurance for damage to property under the care custody and control of the Funeral establishment)

Business Automobile: The Funeral establishment shall maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than $1,000,000.00 combined single limit or $500,000.00 per person/ $1,000,000.00 per accident bodily injury and $250,000.00 per accident property damage.

Certificates of Insurance: The Funeral establishment will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the City Clerk. This certificate shall be dated and show:

a) The name of the insured, the name of insurer, the number of the policy, its effective date, and its termination date.
b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
c) The City of Stuart is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance and Business Automobile Liability Insurance.
d) The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:

City of Stuart
121S.W. Flagler Avenue
Stuart, FL 34994

e) (No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.
f) The "Acord" certification of insurance form should be used.

(d) Removal of excess soil after burial or the filling of the gravesite with additional soil after settling shall be the responsibility of the funeral establishment. Any excess soil must be removed the same day as the burial; and any filling needed as a result of settling must be accomplished within five days after burial. Upon failure to remove excess soil or to fill as required above, the City's designated representative may cause same to be accomplished with the costs thereof charged to the funeral establishment, , which cost shall be immediately due and payable.

(e) Any additional city services required due to failure by the applicable funeral establishment to abide by this chapter, and any reasonable rules and regulations promulgated to effectuate this chapter, shall be charged to the funeral establishment and be immediately due and payable.

Sec. 13-12. - Easements.

An easement is reserved along all lot lines for installation of water lines as needed.

Sec. 13-13. - Rules and regulations.

The cemetery supervisor is hereby authorized to establish rules and regulations as may be necessary to provide for the effective and efficient operation of the cemeteries and to protect the health, safety and welfare of the public. Such rules and regulations shall be subject to the approval of the City Manager and shall not be inconsistent with any provisions of this chapter.

Sec. 13-14. - Deeds.

The form for the cemetery deed of burial right is available from the City Clerk. All deeds to spaces in the cemeteries are hereby declared to incorporate and shall be subject to all rules, regulations and conditions contained in this chapter.

Sec. 13-15. - Penalties and enforcement.

Any person, firm, corporation, business entity or any other entity violating any of the provisions of this chapter shall be referred to City code enforcement for disposition. Upon the finding of a violation by code enforcement, any funeral establishment shall automatically be denied further access to the cemetery until compliance has been established.

SECTION 2: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The provision of Chapter 13, Cemeteries, shall be codified.

SECTION 5: This ordinance shall take effect upon adoption

Passed on first reading the 8th day of June, 2020

Commissioner _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED on 1st reading this 8th day of June, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY




Seville Street
Moore's Cemetery
Cemetery Plots for Sale
Available
Not Available
25 12.5 0 25 Feet
5 2.5 0 5 Meters